


COLLECTIVE AGREEMENT

- BETWEEN -

**CANADIAN MENTAL HEALTH ASSOCIATION -
INTERLAKE EASTERN REGION**

- AND -

 / Canadian Union
of Public Employees
LOCAL 2348

TERM OF AGREEMENT:

APRIL 1, 2016 TO MARCH 31, 2017

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ARTICLE 1 - PREAMBLE

- 1.01 It is the purpose of both parties to this Agreement:
- (a) to maintain and improve harmonious relations and settle conditions of employment between the Employer, the Union and the employees;
 - (b) to recognize the mutual value of joint discussions and negotiations in all matters pertaining to working conditions, employment, service, etc.; and
 - (c) to promote the morale, well-being, security and efficiency of all of the employees covered by the terms of this Agreement within the resources made available to the Employer, realizing that the first consideration is the welfare of the clients of the Employer.
- 1.02 It is now desirable that methods of bargaining and all matters pertaining to the working conditions of the employees be drawn up in a Collective Agreement.
- 1.03 Definitions
- (a) An “employee” is a person employed by the Employer and covered by this Agreement.
 - (b) A “full-time employee” is one hired by the Employer as such and who regularly and recurrently works seventy-two and one-half (72.5) hours in a two (2) week period.
 - (c) A “grant employee” means a temporary employee who works on a project funded by a grant to the Employer. A grant employee is not covered by this Collective Agreement if employed for less than six (6) months.
 - (d) A “part-time employee” is one who regularly and recurrently works less than full-time hours in a two (2) week period.
 - (e) A “temporary/term employee” is one who works full-time or part-time and whose employment is limited to a specific time period as required to meet agency requirements.
 - (f) A “student employee” is one who is enrolled in a school or university program and works for a specific period of time. A student employee will receive wage and basic employment standards provisions for benefits. The hiring of a student employee shall not result in any reduction of positions or hours of work of any other employees. Student employees are not within the scope of the bargaining unit.

- (g) A “volunteer” is a person working without monetary compensation in a recognized volunteer or training program or as otherwise mutually agreed by the parties.
 - (h) A “casual employee” means an employee who is employed on a casual and unscheduled basis. A casual employee is not covered by this Collective Agreement.
- 1.04 The term “Union” shall mean the Canadian Union of Public Employees, Local 2348.
- 1.05 The term “Employer” shall mean Selkirk and District Canadian Mental Health Association Incorporated.
- 1.06 Where the feminine pronoun is used in this Agreement, it includes the masculine pronoun where the context so requires.

ARTICLE 2 - MANAGEMENT RIGHTS

- 2.01 The Union acknowledges that it is the exclusive function of the Employer to:
- (a) maintain order, discipline and efficiency;
 - (b) hire, transfer, classify, promote, demote, layoff and recall employees, and also to discipline and discharge any employee for just cause, provided that a claim by an employee that **they have** been disciplined without just cause may be the subject of a grievance dealt with as hereinafter provided; and provided that the discipline notice shall be in writing, including the reasons for it and be given to the employee concerned; and
 - (c) direct the work force; determine the number of personnel required from time to time; determine the services to be performed and the methods, procedure and equipment in connection therewith; to schedule work and shifts, to assign jobs; to determine the job content and classification and to determine the number of employees in the classification; to assess the quality of employee performance.
- 2.02 In administering this Agreement, the Employer shall act reasonably, fairly, in good faith and in a manner consistent with the Agreement as a whole.

ARTICLE 3 - RECOGNITION AND NEGOTIATION

3.01 Bargaining Unit

The Employer recognizes the Canadian Union of Public Employees, and its Local 2348, as the sole and exclusive collective bargaining agent for all of its employees covered by MLB Certificate No. 5561 issued to Local 2348 on December 3, 1999.

3.02 (a) Work of the Bargaining Unit

Persons who are not employees of the Employer shall not work on jobs on a regular and recurring basis which have been determined as being within the scope of the bargaining unit.

(b) Job Security

The Employer agrees that no work performed by members of the bargaining unit shall be contracted out for the purpose of laying off or reducing the hours of work of members of the bargaining unit.

The Employer and the Union agree to joint discussion to minimize the impact of any reduction in the work force during the term of this Agreement.

3.03 No Other Agreements

No employee shall be required or permitted to make a written or verbal agreement with the Employer or **their** representative which may conflict with the terms of this Collective Agreement without the written consent of the CUPE National Representative/designate.

3.04 Right of Fair Representation

The Employer agrees that the bargaining unit shall have the right to assistance from a representative of the Canadian Union of Public Employees when negotiating or dealing with matters concerning this Agreement. Representatives of the Union who are not employees of the Employer shall be given access to the Employer's premises at a time mutually agreed upon for the purpose of investigation and to assist in the settlement of a grievance.

3.05 Union Officers and Committee Members

Union officers and committee members shall be entitled to leave their work during working hours to the extent necessary in order to carry out their functions under this Agreement, namely the processing of grievances, attendance at meetings with the Employer, participation in negotiations and arbitration. Permission to leave work during working hours for such purposes must first be obtained from the immediate supervisor. Such permission shall not be unreasonably withheld. Time spent in processing grievances (to a maximum of fifteen (15) minutes per shift or longer where mutually agreed) and attending meetings with the Employer, including work performed on various committees, shall be considered as time worked.

3.06 The Union shall supply the Employer with the names of its officers and stewards. Likewise, the Employer shall supply the Union with a list of its supervisory personnel and Executive Board members with whom the Union may be required to transact business.

3.07 **The parties agreed that in the upcoming round of bargaining there will be two (2) member representatives from the Interlake Eastern Region office to negotiate the combined agreement with CMHA - Winnipeg Region.**

3.08 Technical Information

Within thirty (30) days of a request by the Union or the Employer, the information shall be made available to the requesting party, information such as job descriptions, postings in the bargaining unit, job classifications, wage rates, financial and actuarial information pertaining to pensions and welfare plans or documents required for collective bargaining.

ARTICLE 4 - DISCRIMINATION, HARASSMENT AND BULLYING

4.01 The Employer and the Union jointly affirm that every employee is entitled to a respectful workplace which is free from discrimination, harassment and bullying.

4.02 The parties agree that there shall be no discrimination based on:

- gender identity;
- ancestry, including colour and perceived race;
- ethnic background or origin;
- age;
- nationality or national origin;
- political belief, association or activity;
- religion or creed;
- sex, including pregnancy;

- marital status or family status;
- sexual orientation;
- physical or mental disability;
- place of residence;
- membership or non-membership or activity in the union.

4.03 The Employer and the Union agree that no form of harassment/**bullying** shall be condoned in the workplace and it is further agreed that both parties will work together in recognizing and dealing with such problems, should they arise. Situations involving harassment **and/or bullying** shall be treated in a confidential manner by both the Employer and the Union.

4.04 The definition of harassment shall consist of the definition contained in the *Human Rights Code* and shall further include the definition of harassment set out in the Workplace Harassment Policy.

ARTICLE 5 - UNION MEMBERSHIP REQUIREMENT

5.01 All employees of the Employer shall, as a condition of employment, become and remain members in good standing of the Union, according to the constitution and bylaws of the Union. As a condition of employment, all new employees shall become and remain members in good standing of the Union. No employee shall be required to resign if expelled by the Union and the provisions of the *Labour Relations Act* of Manitoba shall apply in the case of conscientious objectors.

ARTICLE 6 - CHECKOFF OF UNION DUES

6.01 Checkoff Payments

The Employer shall deduct from every employee any dues, initiation fees, or assessments levied by the Union on its members.

The Union shall hold the Employer harmless with respect to deductions made and remitted on behalf of the Union and with respect to any liability which the Employer may incur as a result of such deductions.

6.02 Deductions shall be made from each payroll and shall be forwarded to the Secretary-Treasurer of the Union not later than the fifteenth (15th) day of the month following the month in which the dues were deducted, accompanied by a list of names, addresses and classifications of employees from whose wages the deductions have been made and the amount of such deductions.

6.03 Dues Receipts

The Employer shall indicate on the T-4 slip the amount of Union dues deducted from the employee in the previous year.

- 6.04 The Union shall notify the Employer at least thirty (30) days in advance of any changes in dues, initiation fees or assessments and such changes shall occur no more frequently than twice per twelve (12) month period.

ARTICLE 7 - EMPLOYER AND UNION SHALL ACQUAINT NEW EMPLOYEES

7.01 New Employees

The Employer agrees to fifteen (15) minutes' orientation conducted by a Union representative and to acquaint new employees with the fact that a Local Union Agreement is in effect, and with the conditions of employment set out in the articles dealing with Union Security and Dues Checkoff.

ARTICLE 8 - CORRESPONDENCE

- 8.01 All correspondence between the parties, arising out of this Agreement or incidental thereto, shall pass to and from the Regional Director or **their** representative and the Local Union Representative.

ARTICLE 9 - LABOUR MANAGEMENT COMMITTEE

- 9.01 The parties hereto agree to continue the joint Management-Labour Committee to deal with such matters of mutual concern as may arise from time to time in the operation of the Employer.
- 9.02 The Committee shall be composed of equal representation from the Employer and the Local Union with the total Committee representation not to exceed four (4) members. The Local Union Committee may at any time have a Representative of the Canadian Union of Public Employees.
- 9.03 The Committee shall meet as and when required upon written notice being given by either party, at a time mutually convenient to both sides.
- 9.04 Chairpersons of the Meeting

An Employer and a Union representative shall be designated as joint chairperson and shall alternate in presiding over the meetings.

Minutes of Meetings

Minutes of meetings of the Committee shall be prepared and signed by the joint chairpersons or someone on behalf of each as promptly as possible after the close of the meeting. The Union and the Employer shall each receive two (2) signed copies of the minutes as soon as conveniently possible.

9.05 The Committee shall not have jurisdiction over wages, or any matter of collective bargaining, including the administration of this Collective Agreement. The Committee shall not supersede the activities of any committee of the Union or of the Employer and does not have the power to bind either the Union or its members or the Employer to any decision or conclusions reached in their discussions.

9.06 The Committee may make recommendations to the Union and the Employer with respect to its discussions and conclusions.

9.07 **The Union and Employer recognize each employee has the right to know, right to refuse and right to participate under the *Workplace Safety and Health Act* of Manitoba. To that end, the parties will strike a Health and Safety Committee which can include all members in discussions and problem solving. The committee will consist of two (2) co-chairs, one (1) Employer representative and one (1) Union worker representative and others with a commitment/interest in the well-being of the workplace. At no time shall the number of Employer participants outnumber the Union participants. Meetings shall occur monthly with all meeting minutes being posted within two (2) days of minute approval. For those employees that do not work regularly out of the Selkirk office, minutes shall be e-mailed or faxed.**

9.08 **The Employer and Union are committed to the establishment, promotion, maintenance and improvement of the psychological health and safety in the workplace. The Employer agrees to develop and implement a Psychological Health and Safety Policy and Management System, consistent with the National Standard for Psychological Health and Safety in the workplace, in conjunction with the Union. The Employer shall consult with the Union prior to implementing any changes to the policy. The Employer agrees to provide or use the necessary resources to successfully implement the Psychological Health and Safety Policy and Management System.**

ARTICLE 10 - RESOLUTIONS AND REPORTS OF THE EMPLOYER

10.01 Copies of Policy Changes

The Employer agrees to send to the Union copies of personnel policy changes that have been adopted by the Board and which affect members of the bargaining unit.

ARTICLE 11 - GRIEVANCE PROCEDURE

- 11.01 A grievance shall be defined as any dispute arising out of interpretation, application, or alleged violation of this Agreement.
- 11.02 An earnest effort shall be made to settle grievances fairly and equitably in the following manner; however, nothing in this Agreement shall preclude the Employer and the Union from mutually agreeing to settle a dispute by any means other than those described in the following grievance procedures without prejudice to their respective positions.
- 11.03 Step 1
- Within twenty-one (21) calendar days after the cause of a grievance occurs, the grievor shall attempt to resolve the dispute with the Regional Director. In the event of a grievance originating while the employee is on approved absence from work, such grievance must be lodged within fourteen (14) working days of return. These time limits may be extended by mutual agreement, confirmed in writing.
- 11.04 Step 2
- If the grievance is not resolved at Step 1 by the Regional Director or designate, the Union may submit the grievance in writing to the President of the Board of Directors within seven (7) working days from the date of the Step 1 written decision. The President of the Board of Directors or designate shall provide a decision, in writing, within a further seven (7) working days. These time limits may be extended by mutual agreement, confirmed in writing.
- 11.05 An employee claiming to have been discharged or suspended without just cause may submit the grievance at Step 2 directly to the President of the Board of Directors or designate.
- 11.06 If a dispute involving a question of general application or interpretation occurs and affects a group of employees, the Union or the employees may submit the grievance in writing at Step 1 directly to the Regional Director or designate. A copy of the grievance shall be sent to the President of the Board of Directors.
- 11.07 An employee may choose to be accompanied by a Local Union Representative at any stage of the Grievance Procedure and the Board may choose to seek legal counsel.

ARTICLE 12 - ARBITRATION PROCEDURE

- 12.01 Within ten (10) working days after receiving the reply of the President of the Board of Directors and failing resolution of the dispute, either party may refer the dispute to arbitration by giving notice to the other party in writing.
- 12.02 The parties will agree to a sole arbitrator within ten (10) working days of the referral to arbitration. If the parties are unable to agree to a sole arbitrator, application will be made to the Manitoba Labour Board for an appointment.
- 12.03 The arbitrator so appointed shall not be empowered to make any decision inconsistent with the provisions of this Agreement, or to modify or amend any portion of this Agreement.
- 12.04 The arbitrator shall determine **their** own procedure, but shall provide full opportunity to all parties to present evidence and make representations. The arbitrator shall hear and determine the dispute and render a decision within thirty (30) working days from the conclusion of the hearing.
- 12.05 The final decision of the arbitrator shall be final and binding and enforceable on all parties and may not be changed, except that either party may apply within five (5) working days to have the arbitration reconvened within five (5) further working days in order to clarify the decision.
- 12.06 Each party shall pay one-half (½) of the fees and expenses of the arbitrator.
- 12.07 Nothing in this Agreement shall preclude settlement of a grievance by mutual agreement in any manner whatsoever.
- 12.08 The time limits in both the grievance and arbitration procedures may be extended by mutual agreement and shall be confirmed in writing. The arbitrator may only relieve against the time limits set out herein if there has been no prejudice to the party not responsible for the delay and if the delaying party had a fixed intent to proceed within the stated time limits.
- 12.09 The grievance and arbitration proceedings set out herein are intended to be exhaustive of the remedies of the parties and the employees and in particular, any employee who feels that **they have** been unjustly dismissed from employment shall have only the remedies set out herein and shall not sue the Employer in the ordinary courts.

ARTICLE 13 - DISCIPLINE AND DISCHARGE

- 13.01 An employee may be discharged or suspended for just cause only upon the authority of the Regional Director or designate. Such employee shall be advised promptly in writing of the reason for **their** dismissal or suspension, with a copy being sent to the Union Representative.
- 13.02 In all instances where the Employer considers that an employee warrants disciplinary action, the Employer shall make every effort to take such action at a meeting with the employee and, when possible, shall give the employee advance notice of the nature of the complaint. The employee may be accompanied at the meeting by a Union Representative if **they** so desire.
- 13.03 If the action referred to in the above clause results in a written warning, suspension, demotion or dismissal of an employee, the Employer shall notify the employee and shop steward, in writing of the action taken and the reasons, either by registered mail or personal service.
- 13.04 Upon written request an employee shall be given the opportunity to examine any document which is placed in **their** personnel file, provided no part thereof is removed from the file, including but not limited to, those documents which may be utilized to substantiate a disciplinary action against **them** and **their** reply to any such document shall also be placed in **their** personnel file. Upon written request the employee shall also receive an exact copy of any document forming part of **their** file. If no further incidents of the same or similar nature occur any letter of reprimand and discipline shall be removed after six (6) months.
- 13.05 An employee accompanied by a Union Representative, if **they** so elect, may examine **their** personnel file on request. **They** shall have recourse to the grievance procedure to dispute any derogatory entry in **their** personnel file. The Employer agrees not to introduce as evidence any such derogatory entry at any hearing unless the employee has been made aware of its contents at the time of filing or a reasonable time thereafter.
- 13.06 There shall be one (1) personnel file maintained by the Employer for each employee.

ARTICLE 14 - SENIORITY

- 14.01 Seniority is defined as the **length** of service in the bargaining unit and shall include service with the Employer prior to the certification or recognition of the Union.
- 14.02 The Employer shall maintain a seniority list showing the current classification and the date upon which each employee's service commenced.

14.03 Probation for Newly Hired Employees

The first three (3) months of employment shall be considered a probationary work period; the employee shall be subject to termination with or without just cause at the discretion of the Employer on the basis of the suitability of the employee. However, no such termination shall be arbitrary, discriminatory or in bad faith. After completion of the probationary period, seniority shall be effective from the original date of employment. An extension of an additional ninety (90) calendar days can be requested by the Employer at least fifteen (15) working days prior to the end of the original three (3) months and is subject to the approval of the Union.

14.04 Loss of Seniority

Seniority shall cease and services be terminated for any of the following reasons:

- (a) if an employee resigns or retires;
- (b) is discharged for just cause and is not reinstated under the grievance or arbitration procedure;
- (c) fails to report for duty as arranged after an authorized absence without an explanation satisfactory to the Employer;
- (d) is laid off for more than twelve (12) months;
- (e) if an employee fails to return to work within five (5) working days after being recalled from layoff after receiving notice by registered mail, unless the employee advises the Employer within that five (5) working days that **they are** required to give working notice of termination to another Employer and returns to work on the next working day following completion of the working notice period;
- (f) is absent without leave for three (3) consecutive working days without an explanation satisfactory to the Employer;
- (g) if an employee is promoted or transferred out of the bargaining unit and has completed the trial period in the new position.

14.05 Seniority shall continue to accumulate while an employee is:

- (a) on maternity, parental leave, compassionate care leave;
- (b) on any period of sick leave;
- (c) on paid vacation;

- (d) receiving Long-Term Disability benefits, for the first two (2) years of absence;
- (e) receiving Workers' Compensation benefits, for the first two (2) years of absence; or
- (f) on an education leave.

14.06 Where ability, skill and qualifications of employees are relatively equal, seniority shall be the governing factor in matters of promotion, demotion, transfer, layoff and recall.

ARTICLE 15 - PROMOTIONS AND STAFF CHANGES

15.01 Job Postings

All employees shall be notified, prior to outside advertisement, of all vacant positions and postings, which fall within the scope of this Collective Agreement. Such postings shall state the required qualifications, current site, current or anticipated shift, hours of work and wage rate. A copy of the posting shall be given to the shop steward.

15.02 Each employee who applies for a posted vacancy will be notified in writing of the disposition of **their** application. The name of the successful applicant for any position, which falls within the scope of this Agreement, will be sent to the **National Representative** of the Union and Shop Steward.

15.03 Information in Postings

Such notice shall contain the following information:

Nature of the position, qualifications required, required knowledge and education, skills, hours of work, wage or salary rate or range.

15.04 Role of Seniority in Promotions

In making staff changes or promotions, (including part-time to full-time status or term to permanent status) appointment shall be made as per Article 14.06. Appointments from within the bargaining unit shall be made within three (3) weeks of posting. The job shall be filled within three (3) weeks of appointment, or at a time mutually agreeable to both Employer and Union.

15.05 Trial Period

The successful internal applicant shall be given a trial period of three (3) months for full-time employees and four (4) months for part-time employees, during which **they** will receive orientation for the position. The Employer shall not curtail the trial period without reason before it has run its full course. If the employee or the Employer is dissatisfied with the new assignment during or at the conclusion of the trial period, the employee shall return to **their** previous position and salary, without loss of seniority. This trial period may be extended for a period of up to forty (40) days if the Employer and Union agree.

ARTICLE 16 - LAYOFFS AND RECALLS

16.01 A layoff shall be defined as a reduction in the work force or a reduction in the regular hours of work as defined in this Agreement.

16.02 No new employee shall be hired until those laid off have been given an opportunity for recall to positions for which they possess the qualifications and ability sufficient to perform the required duties.

16.03 Advance Notice of Layoff

The Employer shall notify employees who are to be laid off at least two (2) pay periods prior to the effective date of the layoff. If the employee has not had the opportunity to work the days as provided in this Article, **they** shall be paid for the days for which work was not made available.

16.04 Grievance on Layoffs and Recalls

Grievances concerning layoffs and recalls shall be initiated at Step 2 of the Grievance Procedure.

16.05 When reducing staff, senior employees within the site shall be retained, providing their qualifications and ability are sufficient to perform the required duties.

If the layoff is expected to be temporary (of not more than eight [8] weeks' duration), employees shall be laid off in reverse order of seniority within the Department affected.

If the layoff is expected to or actually does exceed eight (8) weeks' duration, employees shall be entitled to exercise their bargaining unit-wide seniority to bump into any classification within the scope of this Agreement with the same or lower salary range, provided they possess the qualifications and ability sufficient to perform the required work, or accept layoff. Any employee thus displaced shall have the same rights.

For the purpose of interpreting the meaning of “same or lower salary range”, it is agreed that classifications will be considered to be the same provided that the maximum of the salary range the employee is considering bumping into is within one percent (1%) of the maximum of the salary range for the position currently held by the employee.

Should the employee bump into a position with a salary range considered to be the same, **they** will be paid at the same increment level that **they** currently hold.

ARTICLE 17 - HOURS OF WORK

17.01 The regular hours of work shall be seven and one-quarter hours (7.25) per day inclusive of two (2) paid fifteen (15) minute break periods and excluding meal period, Monday through Friday.

17.02 Part-time employees shall be granted one (1) paid fifteen (15) minute break period for every completed three and one-half (3½) consecutive hours worked.

17.03 Flex Time/Modified Workweek

The Regional Director and an employee shall determine the most suitable arrangement of hours of work subject to the service requirements of clients. Any such modification shall be arranged so that the total number of hours worked biweekly shall not exceed full-time hours as set out in this Collective Agreement.

ARTICLE 18 - OVERTIME

At the request of the employee, overtime should be compensated by the granting of equivalent time off at applicable overtime rates.

18.01 Overtime Defined

Overtime shall be time worked in excess of the daily and biweekly hours of work as specified in Article 17, such time to have been authorized by the Regional Director or designates.

- (a) Employees shall receive one and one-half (1½) times their basic rate of pay for the first three (3) hours of authorized overtime in any one day.
- (b) Employees shall receive two (2) times their basic rate of pay for authorized overtime beyond the first three (3) hours in any one day.
- (c) Overtime worked on any scheduled day off shall be paid at the rate of two (2) times the employee's basic salary.

- (d) Employees required to attend evening and weekend classes shall be paid at overtime rates.

18.02 Overtime Compensation

An employee may bank up to forty (40) hours of overtime at any given time, to be taken at a time mutually agreed between the Employer and the employee. The Employer may require the employee to take all outstanding banked overtime prior to the end of any year. In the alternative, where the Employer and the employee agree, overtime may be paid in cash.

ARTICLE 19 - HOLIDAYS

- 19.01 The following general holidays will be observed by the Employer and the Union:

| | |
|----------------|----------------------|
| New Year's Day | August Civic Holiday |
| Louis Riel Day | Labour Day |
| Good Friday | Thanksgiving Day |
| Easter Monday | Remembrance Day |
| Victoria Day | Christmas Day |
| Canada Day | Boxing Day |

and any other day proclaimed as a holiday by the Federal or Provincial Government.

An employee desiring to observe recognized religious holidays may substitute equivalent time for such religious holiday for any of the above-mentioned paid holidays upon approval of the Employer.

Employees will get all days between Christmas and New Year's off with pay unless they are required to work due to the needs of the program they are providing, in which case they will be provided with compensatory time off at the rate of time and one-half (1½) at a mutually agreed upon time by the employee and Employer and an equivalent number of hours off with pay at a mutually agreed upon time for every hour so worked.

19.02 Compensation for Work on a General Holiday

An employee who is required to work on general holidays shall receive compensatory time off for any time worked at the rate of two and one-half (2½) times, at a time mutually agreed upon by the employee and the Employer.

19.03 Compensation for Holidays Falling on Scheduled Day Off

When any of the above noted holidays falls on an employee's scheduled day off, the employee shall receive an average day's pay or another day off with pay at a time mutually agreed upon by the employee and the Employer.

19.04 Part-time employees will be paid four point six two percent (4.62%) of their basic pay in lieu of time off on General Holidays. Such holiday pay shall be included in each regular paycheque.

ARTICLE 20 - VACATIONS

20.01 Employees shall earn vacation on the following bases:

- (a) First through third year of employment - eighteen (18) days per year;
- (b) Fourth year through tenth year - twenty-three (23) days per year;
- (c) Eleventh year through twentieth year - twenty-eight (28) days per year;
- (d) Twenty-first year and following - thirty-three (33) days per year.

20.02 The vacation year shall be designated as the twelve (12) month period commencing April 1 and ending March 31.

Vacation schedule shall be established by mutual agreement as per past practise.

20.03 Part-time employees shall accumulate vacation credits according to the following formula and receive pay for such vacation based on their normal rate of pay:

$$\frac{\text{Hours Paid at Regular Rate of Pay}}{\text{Full-time Hours}} \times \text{Vacation Entitlement of a Full-time Employee}$$

20.04 If a paid holiday falls or is observed during an employee's vacation period, an additional day's paid vacation shall be allowed.

20.05 Vacation Pay on Termination

An employee terminating **their** employment, at any time, shall be entitled to a payment of all banked and accrued vacation time.

20.06 Vacation earned in any vacation year is to be taken in the following vacation year unless otherwise mutually agreed between the Employer and the employee.

- 20.07 Where an employee is on vacation and suffers a serious illness, injury or hospitalization for which income protection would otherwise be payable, the days missed due to such serious illness or injury shall be treated as income protection and thereby not reduce their vacation entitlement. The period of vacation so displaced shall either be added to the vacation period or reinstated for use at a later date. Appropriate medical documentation must be provided.

ARTICLE 21 - INCOME PROTECTION

21.01 Income Protection Defined

- (a) Income protection means the period of time an employee is absent from work with full pay by virtue of being sick or disabled. Employees missing work time due to medical appointments or examinations are encouraged to make up the lost time by flex time. If they are unable to do so, they may take accumulated time from their income protection.
- (b) Part-time employees shall earn income protection credits on a prorated basis by dividing the hours paid at the regular rate of pay by the full-time hours multiplied by the full-time income protection rate as follows:

$$\frac{\text{Hours Paid at Regular Rate of Pay}}{\text{Full-time Hours}} \times \text{Income Protection Entitlement of a Full-time Employee}$$

21.02 Amount of Paid Income Protection

Income protection shall be earned at the rate of one (1) day per month for the first three (3) years and two (2) days every month an employee is employed every year thereafter.

21.03 Illness in the Family

Where no one other than the employee can provide for the needs during illness of the employee's spouse, common law spouse or dependent child, the employee shall be entitled to use accumulated income protection for this purpose. Sick days used for this purpose are limited to nine (9) days per year. Exceptions to this limit and exceptions to the categories of family members may, in unusual circumstances, be granted by the Regional Director.

21.04 Income Protection during Leave of Absence and Layoff

When an employee is given paid leave of absence for any reason, **they** shall receive sick credit for the period of such absence on **their** return to work. When an employee is laid off on account of lack of work, **they** shall not receive income protection credits for the period of such absence but shall retain **their** cumulative credit, if any existing at the time of such layoff.

21.05 Income Protection Records

On request, the Employer shall advise each employee in writing of the amount of income protection accrued to **their** credit.

ARTICLE 22 - LEAVE OF ABSENCE22.01 Leave of Absence for Union Functions

Upon agreement of the Employer, an employee elected or appointed to represent the Union at conventions, committees or seminars shall be allowed leave of absence providing two (2) weeks' notice has been given. The Employer agrees to pay the employee on a cost recovery basis.

22.02 Leave of Absence for Full-time Union or Public Duties

- (a) The Employer recognizes the right of an employee to participate in public affairs. Therefore, upon written request, the Employer shall allow leave of absence without pay but without loss of seniority so that the employee may be a candidate in federal, provincial or municipal elections.
- (b) An employee who is elected to public office shall be allowed leave of absence without loss of seniority during **their** term of office.
- (c) An employee who is elected or selected for a full-time position with the Union shall be granted leave of absence without pay and without loss of seniority for a period of up to one (1) year. Such leave may be renewed annually, by mutual consent of the Union and the Employer.

22.03 Paid Bereavement Leave

(a) An employee shall be entitled to a leave with pay for four (4) working days and travel time as mutually agreed, in the event of a death of a spouse, partner, same sex partner, common law partner, parent, son, daughter, brother or sister, mother-in-law, father-in-law, grandparents or common law spouse, stepchild, foster child, significant other, aunt, uncle or any other person residing in the same household. If additional leave is required, the time may be taken as vacation time or granted without pay, with the approval of the Regional Director. Employees may receive bereavement leave for individuals they feel bereavement responsibility for upon mutual agreement with the Employer.

(b) Pallbearer Leave

One (1) day's leave of absence may be granted without loss of salary, wages or benefits to attend as a pallbearer/mourner.

Additional leave may be granted upon application to the Employer.

22.04 Jury Duty

Any employee subpoenaed for jury duty or witness duty shall receive a leave of absence with pay and remit to the Employer any payment received except reimbursement of expenses.

22.05 Maternity Leave

- (a) The Employer shall grant maternity leave to a female employee who has completed six (6) months' service with the Employer and who submits an application in writing to the Regional Director for a leave at least four (4) weeks before the day specified by her in the application as the day on which she intends to commence such leave; and who provides a certificate from a duly qualified medical practitioner certifying that she is pregnant and specifying the estimated date of her delivery.
- (b) The maternity leave shall consist of a period, not exceeding seventeen (17) weeks if delivery occurs on or before the estimated date of delivery specified in the certificate mentioned above, or a period of seventeen (17) weeks plus an additional period equal to the period between the date of delivery specified in the certificate mentioned above and the actual date of delivery, if delivery occurs after the date mentioned in the certificate.
- (c) The maternity leave granted shall commence no earlier than fourteen (14) weeks preceding the estimated date of the delivery and shall terminate no later than seventeen (17) weeks following the actual date of delivery.

- (d) The employee returning to work after maternity leave shall provide the Employer with at least two (2) weeks' notice prior to the date of returning to work.
- (e) An employee on maternity/parental leave may exercise her right to return from such leave earlier than anticipated, by giving appropriate notice as per 22.05 (d).

22.06

Parental Leave

- (a) The Employer will grant a leave of absence not to exceed thirty-seven (37) weeks to any employee who has completed six (6) months of service with the Employer for the purpose of actual care and custody of a child after becoming a natural or adoptive parent. The employee shall submit an application in writing to the Regional Director, stating the duration of leave requested for parental leave at least four (4) weeks before the day on which leave is intended to commence.
- (b) Parental leave must commence no later than the first anniversary date of the birth or adoption of the child or the date on which the child comes into the actual care and custody of the employee. However, where an employee intends to take parental leave in addition to maternity leave, the employee must commence the parental leave immediately on expiry of the maternity leave without a return to work after expiry of the maternity leave and before the commencement of the parental leave.
- (c) Parental leave shall be considered unpaid leave of absence.
- (d) Income protection credits will not accrue for any period of time the employee is absent on parental leave.
- (e) The employee returning to work after parental leave shall provide the Employer with at least two (2) weeks' notice in writing prior to the date of returning to work.

22.07

General Leave

An employee maybe granted, subject to the approval of the Employer, leave of up to one (1) year without pay and without loss of seniority. During the leave income protection, vacation and seniority benefits will accrue for leaves of four (4) weeks or shorter. In the event that the unpaid leave is in excess of four (4) weeks, accrual of benefits ceases effective at the commencement of such leave. General leave under this Agreement shall be considered as an unpaid leave of absence.

22.08 Return to Same or Similar Position

Employees granted a leave of absence shall return to the same or a similar position to the one they occupied at the start of the leave, at the same rate of pay.

22.09 On return from maternity and/or parental leave or compassionate care leave, the employee shall be placed in **their** former classification and shift schedule at the same increment step. In the case where the leave extends beyond fifty-four (54) weeks, the provisions outlined in 22.08 will apply.

22.10 Compassionate Care Leave

An employee shall receive compassionate care leave without pay to provide care or support to a seriously ill family member, subject to the following conditions:

- (a) An employee must have completed at least (30) days of employment as of the intended date of leave.
- (b) An employee who wishes to take a leave under this section must give the Employer notice of at least one (1) pay period, unless circumstances necessitate a shorter period.
- (c) An employee may take no more than two (2) periods of leave, totalling no more than eight (8) weeks, which must end no later than twenty-six (26) weeks after the day the first period of leave began. No period of leave may be less than one (1) week's duration.
- (d) For an employee to be eligible for leave, a physician who provides care to the family member must issue a certificate stating that:
 - (i) a family member of the employee has a serious medical condition with a significant risk of death within twenty-six (26) weeks from:
 - (A) the day the certificate is issued, or
 - (B) if the leave was begun before the certificate was issued, the day the leave began; and
 - (ii) the family member requires the care or support of one (1) or more family members.

The employee must give the Employer a copy of the physician's certificate as soon as possible.

- (e) A family member for the purpose of this article shall be defined as:
 - (i) a spouse or common-law partner of the employee;
 - (ii) a child of the employee or a child of the employee's spouse or common-law partner;
 - (iii) a parent of the employee or a spouse or common-law partner of the parent;
 - (iv) or any other person described as family in the applicable regulations of the *Employment Standards Code*.
- (f) An employee may end their compassionate leave earlier than eight (8) weeks by giving the Employer at least forty-eight (48) hours notice. Where an employee has been provided necessary time off under this section, and where the Employer has made arrangements for alternate staffing for covering the anticipated absence, the Employer shall have the right to cancel the relief shifts scheduled to cover the anticipated absence without additional cost.
- (g) Seniority shall accrue as per Article 14.05 and 14.04 (unpaid leaves).
- (h) Subject to the provisions of Article 21, an employee may apply to utilize income protection to cover part or all of the two (2) week Employment Insurance waiting period.
- (i) In the event that the death of a family member occurs during this period of leave, the employee shall be eligible for bereavement leave as outlined in Article 22.03.

ARTICLE 23 - JOB CLASSIFICATIONS/RECLASSIFICATION

23.01 Job Description

Job descriptions will be prepared, maintained and amended from time to time by the Employer in consultation with the Union and the up-to-date job descriptions shall be provided to the Union.

23.02 Changes in Classification

The Employer shall prepare a new job description whenever a job is created or whenever the duties of a job change. When the duties of any job are changed or increased, or where the Union and/or an employee feels a job is unfairly or incorrectly classified, or when a new job is created or established, the rate of pay shall be subject to negotiations between the Employer and the Union. If the parties are unable to agree on the reclassification and/or rate of pay for the job in question, such dispute shall be submitted to grievance and arbitration for determination. The new rate shall become retroactive to the time the new position was first filled by the employee or the date of change in job duties.

ARTICLE 24 - EMPLOYEE BENEFITS24.01 Staff Training and Development

The Employer will provide funds in the annual budget for training and development, which will directly benefit staff in the performance of their jobs.

24.02 If an employee uses **their** own personal motor vehicle at the request of the Employer, that employee will be reimbursed for mileage **as per CMHA - Winnipeg policy**.

24.03 All employees required by the Employer to carry all-purpose insurance coverage will be reimbursed the difference in funds between this coverage and \$5 million preferred coverage. Employees must present proof of coverage to the Employer in order to receive this benefit.

24.04 The Employer will provide funds in the annual budget for training and development to benefit staff in the performance of their duties, safety and other topics deemed pertinent to overall job performance. The Staff Training and Development policy dated June 1, 2011, shall be followed and will not be changed without discussion and agreement of the Union. This includes but is not limited to per diem rates of:

- Fifteen dollars (\$15) for attendance at sessions between three and half (3½) and six (6) hours;
- Twenty-two dollars (\$22) for attendance at full day sessions in the province where no overnight stay is required;
- Forty-five dollars (\$45) for attendance at full day sessions within the province that do require an overnight stay;
- Fifty-five dollars (\$55) for out of province functions.

Expenses

The Employer shall reimburse employees for the actual cost of meals (not including alcoholic beverages) held outside the regular place of work where their attendance is required as part of their job responsibilities. Reimbursement claims must be supported by receipts and shall be submitted to the Regional Director monthly.

The Employer agrees to reimburse employees for per diems, travel and hotel expenses incurred while on Canadian Mental Health Association business.

These per diem rates shall be made available to employees prior to the event.

- 24.05 Employees required to use their vehicle for work purposes shall receive a monthly car wash allowance of twelve dollars (\$12).
- 24.06 The Employer shall pay one hundred percent (100%) of the premiums for the dental care, extended health care, EAP, life and accidental death and dismemberment coverage under the Blue Cross Group Benefits Plan. Employees shall pay the cost of the long-term disability premiums.
- 24.07 Should an employee's personal property be damaged through the course of their duties they shall be compensated for their replacement or repair costs, per the CMHA - Winnipeg Region policy.**
- 24.08 The Employer will provide a car safety kit and booster for cell phone to an employee travelling to rural and remote locations, outside of Selkirk. Should weather conditions prohibit travel, the Employer shall reimburse employees for costs of a hotel and food.**

ARTICLE 25 - TERMINATIONS

- 25.01 An employee may terminate **their** employment by giving two (2) weeks' written notice, exclusive of vacation.
- 25.02 Employment may be terminated with lesser notice or without notice;
- (a) by mutual agreement between the Employer and the employee; or
 - (b) during the probationary period of a new employee without recourse to the grievance procedure; or
 - (c) in the event an employee is dismissed for sufficient cause and is not reinstated under the grievance/arbitration process.

- 25.03 Where lesser or no notice is given by the employee, the Employer reserves the right to withhold monies equal to wages otherwise payable during the period where notice was not given.
- 25.04 The Employer will make available, within five (5) working days after termination, all amounts due to the employee, including unpaid wages, banked overtime and pay in lieu of unused vacation entitlement.

ARTICLE 26 - GENERAL

26.01 Bulletin Board

The Employer shall provide a bulletin board which shall be placed so that all employees will have access to it upon which the Union shall have the right to post notices of meetings and such other notices as may be of interest to the employees.

ARTICLE 27 - PAYMENT OF WAGES AND ALLOWANCES

27.01 The Employer shall pay salaries and wages biweekly in accordance with Schedule "A" attached hereto and forming part of this Agreement. On each payday each employee shall be provided with an itemized statement of **their** wages.

27.02 Rate of Pay Changes

When an employee is appointed to a higher classification, such employee shall be placed in an incremental level in **their** new classification which will provide an immediate increase of salary. The date of appointment to the new classification shall become the anniversary date for salary progression.

27.03 Payment on Transfer to a Lower Rated Job

When an employee is temporarily assigned to a position paying a lower rate, **their** rate shall not be reduced. Any such temporary assignment shall not exceed six (6) months' duration.

27.04 Vacation Pay

An employee may, upon giving at least ten (10) working days' notice, receive on the last office day preceding commencement of **their** annual vacation, any paycheques which may fall due during the period of vacation.

27.05 Expenses

The Employer shall reimburse employees for the actual cost of meals (not including alcoholic beverages) held outside the regular place of work where their attendance is required as part of their job responsibilities. Reimbursement claims must be supported by receipts and shall be submitted to the Regional Director monthly.

The Employer agrees to reimburse employees for per diems, travel and hotel expenses incurred while on Canadian Mental Health Association business.

27.06 Increments for full-time and part-time staff shall be due on the anniversary date of the employee's date of employment or from the date at which the employee is reassigned at a higher level pursuant to Article 27.02, unless they are already at the top of their scale.

27.07 Supervisory pay will commence after five (5) days in a supervisory position. The rate for supervisory pay will be twenty-five percent (25%) of the first step of the Co-ordinator pay scale added to the employee's regular rate of pay.

ARTICLE 28 - PROVISIONS FOR RURAL WORKERS

- 28.01 (a) The Employer shall provide to each rural employee an annual honorarium at the current level with respect to a home office.
- (b) The Employer will be responsible for costs relating to any installation, monthly rental, invisible answering machine, and long distance charges for a separate line. It is also understood that the separate line must only be used for business purposes.

ARTICLE 29 - PRESENT CONDITIONS AND BENEFITS

29.01 The Employer agrees not to change the Policy and Procedure Manual as it relates to personnel without prior consultation with the Union.

29.02 Continuation of Acquired Rights

In the event that any articles or portions of this Agreement are determined to be invalid or unenforceable by a Court of Law or Labour Board, such decision shall not invalidate any other portions of this Agreement than those directly specified by such decision to be invalid or unenforceable.

29.03 The Employer shall pay to employees who use personal cell phones in the course of their duties **thirty dollars (\$30)** per month and reimbursement for long distance charges incurred in the course of work authorized by the Employer, upon receipt from the employee of the detailed phone bill.

ARTICLE 30 - TERM OF AGREEMENT

- 30.01 (a) This Agreement shall be binding and in effect from April 1, **2016** to March 31, **2017** and shall continue from year to year thereafter unless either party gives to the other party notice in writing not less than thirty (30) days and not more than ninety (90) days prior to the expiry date of this Agreement in any year it desires amendments.
- (b) Within thirty (30) days of receipt of such notice by one party, the other party is required to enter into negotiations for a renewal or revision of this Agreement, both parties shall thereupon enter into such negotiations in good faith and make every reasonable effort to consummate a revision or new Agreement.
- (c) However, any changes deemed necessary in this Agreement may be made by mutual agreement at any time during the existence of this Agreement.

- 30.02 (a) Changes in wage rates shall be adjusted retroactive to April 1, **2016**.
- (b) All retroactive wage adjustments shall be made payable within seven (7) days of the date of signing of this Agreement by both parties, unless otherwise specifically agreed.

Signed this 27th day of February, 2017.

**FOR:
CANADIAN UNION OF PUBLIC
EMPLOYEES, LOCAL 2348**

**FOR:
CANADIAN MENTAL HEALTH
ASSOCIATION - INTERLAKE
EASTERN REGION**

Shelley Wright
John D. Lick
J. G. [unclear]

[Signature]
[Signature]
[Signature]

**SCHEDULE "A" WAGES
CANADIAN UNION OF PUBLIC EMPLOYEES, LOCAL 2348
CANADIAN MENTAL HEALTH ASSOCIATION - INTERLAKE REGION**

Yearly salary based on 1,885 hours

| <i>Classification: Wage Increases</i> | <i>Steps</i> | <i>Current</i> |
|---------------------------------------|--------------|----------------|
| Mental Health Resource Developer | Start | \$20.53 |
| Administrative Assistant | Start | 14.52 |
| | 1 | 14.92 |
| | 2 | 15.31 |
| Housing Support Worker | Start | 17.48 |
| | 1 | 17.89 |
| | 2 | 17.98 |
| | 3 | 18.73 |

The parties agree to meet to discuss wages should there be an increase in funding through the life of this Agreement.

LETTER OF UNDERSTANDING

BETWEEN

CANADIAN MENTAL HEALTH ASSOCIATION - INTERLAKE EASTERN REGION

AND

CANADIAN UNION OF PUBLIC EMPLOYEES, LOCAL 2348

RE: PESTS

The parties agree to meet to discuss policies and procedures of bed bugs, lice and the like through the life of the Agreement.

Dated this 27 day of February, 2017.

**FOR:
CANADIAN UNION OF PUBLIC
EMPLOYEES, LOCAL 2348**

**FOR:
CANADIAN MENTAL HEALTH
ASSOCIATION - INTERLAKE
EASTERN REGION**

Shelly Wright
Ann Elid
J. Taylor

[Signature]