

# Collective Agreement

- between -

**CUPE** / Canadian Union  
of Public Employees  
**Local 2348-16**

- and -



**Canadian Mental Health Association**  
**Manitoba and Winnipeg**

Term of Agreement:  
**April 1, 2021 to March 31, 2025**

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**Collective Agreement**

**between:**

**Canadian Union of Public Employees, Local 2348,**  
hereinafter referred to as the "Union"

**and**

**Canadian Mental Health Association, Manitoba and Winnipeg Inc.,**  
in the City of Winnipeg, in the Province of Manitoba  
hereinafter referred to as the "Employer"

**PREAMBLE**

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.

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.

**ARTICLE 1 - DEFINITIONS**

1.01 An "employee" is a person employed by the Employer and covered by this Agreement.

A "full-time employee" is one hired by the Employer as such and works seventy (70) hours in a two-week period on a regular and recurring basis.

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 three (3) months.

A "part-time employee" is one who works fewer than seventy (70) hours in a two-week period on a regular and recurring basis.

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.

The term “Union” shall mean the Canadian Union of Public Employees, Local 2348.

The term “Employer” shall mean Canadian Mental Health Association, Manitoba and Winnipeg Inc.

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.

A “volunteer” is a person working without monetary compensation in a recognized volunteer or training program or as otherwise mutually agreed by the parties. Volunteers are not covered by this Collective Agreement.

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.

## **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; 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. 5241 issued on April 23, 1996.

#### **3.02 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, except where it has been mutually agreed upon by both parties or in the case of training, demonstration or emergency.

#### **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 that 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 the Agreement. Representatives of the Union who are not employees of the Employer shall, upon request to the Employer, 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 joint Union/Employer 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 with whom the Union may be required to transact business.
- 3.07 A Union bargaining committee shall be elected and consist of not more than two (2) members of the Union and Staff Representatives as appropriate. The Union shall advise the Employer of the names of the Union members on the committee. Dependent upon operational requirements, requested leave for such employees shall not be unreasonably denied.

#### **ARTICLE 4 - NO DISCRIMINATION**

- 4.01 There shall be no discrimination, interference, restriction, harassment or coercion exercised or practiced in the manner of hiring, wage rates, training, upgrading, promoting, transfer, layoff, recall, discipline or otherwise by reason of age, race, creed, colour, national origin, political or religious affiliation, sex, sexual orientation, marital status, disability, place of residence, family relationship, physical and mental disability, gender and gender identity, source of income, social disadvantage or by reason of **their** membership or non-membership or activity in the Union.
- 4.02 Should the parties be unable to resolve a question regarding bona fide occupational qualifications, the parties will jointly apply to the Manitoba Human Rights Commission for an advisory opinion as provided for in the *Human Rights Code*.
- 4.03 The Employer and the Union agree that no form of sexual, racial or personal harassment or any other actions covered by the Employer's Respectful Workplace Policy 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 shall be treated in strict confidence by both the Employer and the Union.
- 4.04 No Barrier to Employment Equity
- Nothing in this Article shall be construed as a barrier to the formulation or implementation of any employment equity plan mutually agreed upon by the Employer and the Union.
- 4.05 Gender Inclusive Language
- In this Collective Agreement, the pronouns "they/them/theirs" are used to denote gender neutral persons both singular and plural.**

## **ARTICLE 5 - UNION MEMBERSHIP REQUIREMENT**

- 5.01 As a condition of employment, all new employees shall become members in good standing of the Union within thirty (30) days of employment. No employee shall be required to resign if expelled by the Union and 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 that 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 (15<sup>th</sup>) 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.

- 6.05 The Union agrees to indemnify and save the Employer harmless against any claim or liability arising out of the application of this Article.

## **ARTICLE 7 - EMPLOYER AND UNION SHALL ACQUAINT NEW EMPLOYEES**

### 7.01 New Employees

The Employer agrees to acquaint new employees with the fact that a Union agreement is in effect, and with the conditions of employment set out in the articles dealing with Union Security and Dues Checkoff.

7.02 Copies of Agreement

On commencing employment, the employee's supervisor shall introduce the new employee to **their** Union Steward or Representative. The Steward or Representative will provide **the employee** with a copy of the Collective Agreement.

7.03 Interview Opportunity

A representative of the Union shall be given an opportunity to interview each new employee during regular working hours, without loss of pay for a reasonable time, during the first month of employment for the purpose of acquainting the new employee with the benefits and duties of union membership and **their** responsibilities and obligations to the Employer and the Union.

**ARTICLE 8 - CORRESPONDENCE**

8.01 All correspondence between the parties, arising out of this Agreement or incidental thereto, shall pass to and from the Executive Director, or **their** representative and the National Representative assigned to the bargaining unit.

**ARTICLE 9 - LABOUR MANAGEMENT COMMITTEE**

9.01 The parties hereto agree to continue the joint Labour-Management 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.

9.03 The Committee shall meet as and when required upon five (5) working days' 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 its discussions.
- 9.06 The Committee may make recommendations to the Union and the Employer with respect to its discussions and conclusions.
- 9.07 The Employer and the Union recognize the role of the Local Workplace Safety and Health Committee in accordance with the *Workplace Safety and Health Act of Manitoba* and will comply with the *Workplace Safety and Health Act of Manitoba*. Local Union representatives shall not exceed two (2) members.

#### **ARTICLE 10 - LABOUR MANAGEMENT BARGAINING RELATIONS**

- 10.01 Up to two (2) employees serving on the negotiating committee of the Union will be granted necessary time off with basic pay to meet with the Employer for the purpose of conducting Local negotiations. Where an employee or employees serving on the bargaining committee will suffer a loss of basic pay due to attendance at a negotiation meeting with the Employer, the Employer will be responsible for one-half (½) of such basic pay but may invoice the Union for its one-half (½) share after paying the entire salary. The Union will remit the invoiced amount promptly upon receipt of the invoice.
- 10.02 **Technical Information**
- Within thirty (30) days of a request by the Union, the Employer shall make available to the Union any information required by the Union 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.
- 10.03 **Union Office**
- The Union representative will be provided with a private meeting area within reason when required.

**ARTICLE 11 - RESOLUTIONS AND REPORTS OF THE EMPLOYER****11.01      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 12 - GRIEVANCE PROCEDURE**

- 12.01      A grievance shall be defined as any dispute arising out of interpretation, application, or alleged violation of the Agreement.
- 12.02      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.
- 12.03      Any grievance may be raised by an employee with **their (excluded) supervisor** as the first stage within seven (7) working days of the event giving rise to the complaint. In the event of a grievance originating while the employee is on approved absence from work, such grievance must be lodged within seven (7) working days of return, or twenty-one (21) calendar days, whichever is the earlier. Policy grievances and grievances regarding layoff and recall will be submitted directly to the Executive Director.
- 12.04      If the grievance is not resolved within ten (10) working days after being discussed with the supervisor, the Union may submit the grievance in writing to the Executive Director or designate who shall within ten (10) further working days render a decision in writing. If the grievance is not so submitted prior to the expiry of the said ten (10) working days, it shall be conclusively deemed to have been abandoned.
- 12.05      An employee claiming to have been discharged or suspended without just cause may submit the grievance directly to the Executive Director or designate.
- 12.06      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 directly to the Executive Director or designate.
- 12.07      An employee may choose to be accompanied by a Local Union Representative at any stage of the Grievance Procedure.

**ARTICLE 13 - ARBITRATION PROCEDURE**

- 13.01 Within ten (10) working days after receiving the reply of the Executive Director and failing resolution of the dispute, either party may refer the dispute to arbitration by giving notice to the other party in writing. If no action is taken by either party within the said ten (10) day period, the grievance will be conclusively deemed to have been abandoned.
- 13.02 Where a grievance is referred to arbitration from the following list of arbitrators, one shall be appointed by both parties to act as sole arbitrator:
- (a) Kristin Gibson
  - (b) Michael D. Werier
  - (c) **A. Blair Graham**
- 13.03 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.
- 13.04 The arbitrator shall determine the Arbitrator's 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) calendar days from the conclusion of the hearing.
- 13.05 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) calendar days to have the arbitration reconvened within five (5) further days in order to clarify the decision.
- 13.06 Each party shall pay one-half (½) of the fees and expenses of the arbitrator.
- 13.07 Nothing in this Agreement shall preclude settlement of a grievance by mutual agreement in any manner whatsoever.
- 13.08 The time limits in both the grievance and arbitration procedures may be extended by mutual agreement, such agreement is not to be unreasonably denied, 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.
- 13.09 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 **the employee** has been unjustly dismissed from

employment shall have only the remedies set out herein and shall not sue the Employer in the ordinary courts.

#### **ARTICLE 14 - DISCIPLINE AND DISCHARGE**

- 14.01 An employee may be discharged or suspended for just cause only upon the authority of the Executive 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.
- 14.02 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 desires.
- 14.03 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 in writing of the action taken and the reasons, either by registered mail or personal service **within seven (7) working days. Email notification may be provided in addition to registered mail or personal service.**
- 14.04 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 at **their** own expense.
- 14.05 An employee accompanied by a Union Representative, if **they** so elect, may examine **their** personnel file on request. **The employee** 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 prior to the hearing.
- 14.06 There shall be one (1) personnel file maintained by the Employer for each employee.
- 14.07 **Following two (2) years of unrelated incidents, discipline in an employee's personnel file shall not be relied upon.**

**ARTICLE 15 - SENIORITY**

15.01 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.

15.02 The Employer shall maintain a seniority list showing the current classification and the date upon which each employee's service commenced. Where two (2) or more employees commence on the same day, they shall be placed on the seniority list based on the date and time of the offer made to each employee for the most recent entry to the service of the Employer.

15.03 **Probation for Newly Hired Employees**

The first nine hundred and ten (910) hours of actual work 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 four hundred and fifty-five (455) hours of actual work can be requested by the Employer at least ten (10) working days prior to the end of the original nine hundred and ten (910) hours of actual work and is subject to the approval of the Union.

15.04 **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 is promoted or transferred out of the bargaining unit and has completed the trial period in the new position; or
- (f) 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 five (5) working days that the employee is 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. Such working notice shall not exceed fourteen (14) calendar days; or

- (g) if an employee fails to report for work as scheduled for three (3) or more consecutive shifts without an explanation satisfactory to the Employer.

15.05 Seniority shall continue to accumulate while an employee is on:

- (a) pregnancy or parental leave;
- (b) any period of sick leave;
- (c) paid vacation;
- (d) is receiving Long Term Disability benefits, for the first two (2) years of absence;
- (e) is receiving Workers' Compensation benefits, for the first two (2) years of absence;
- (f) an education leave;
- (g) compassionate care leave;

or any other leaves without pay to a maximum of one hundred and forty (140) hours in a calendar year.

15.06 Seniority shall be retained but not accrued when an employee is filling an out-of-scope position on a term basis.

15.07 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 16 - PROMOTIONS AND STAFF CHANGES**

16.01 Job Postings

When a new position in the bargaining unit is created, or when the Employer in its discretion has determined that a vacancy in the bargaining unit exists, the Employer shall post notice of the position in the Employer's offices for a minimum of seven (7) calendar days **concurrently with** external posting. Posting may be waived with the consent of the Union. Such consent shall not be

unreasonably withheld. **Internal qualified candidates will be given first consideration for filling vacancy, as per Article 15.07.**

16.02 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.

16.03 Role of Seniority in Promotions

Part-time and term employees shall, in accordance with their ability, skill, availability, qualifications and seniority as per Article 15.07, have the first right to additional hours of work up to the daily and weekly maximums in Article 18.01 before such hours are offered to non-employees of the Employer. Nothing in this provision requires the Employer to offer work to employees who are not qualified to perform it.

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 15.07. Appointments from within the bargaining unit shall be made within six (6) weeks of posting, where possible. The job shall be filled within three (3) weeks of appointment where possible. If the timelines in this Article are not expected to be met, the Employer shall advise the Union of the expected timeline.

16.04 Trial Period

The successful internal applicant shall be given a trial period of eighty (80) working days, 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 eighty (80) day 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) additional working days if the Employer and the Union agree.

16.05 Notification to Employee and Union

Within seven (7) calendar days of the date of appointment to a posted vacancy, the name of the successful applicant shall be sent to the Union.

Each employee who applies for a posted vacancy will be notified in writing of the disposition of **their** application within seven (7) days of filling the vacancy.

- 16.06 The time limits may be extended by consent of the parties. The time limits are not mandatory but merely discretionary.

### **ARTICLE 17 - LAYOFFS AND RECALLS**

- 17.01 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.

- 17.02 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.

- 17.03 **Advance Notice of Layoff**

The Employer shall notify employees who are to be laid off at least two (2) weeks 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.

### **ARTICLE 18 - HOURS OF WORK**

- 18.01 The regular hours of work shall be Monday to Friday, eight (8) hours per day, inclusive, with two (2) paid fifteen (15) minute break periods and one (1) hour unpaid lunch break. **Operational and program requirements will determine scheduling.**

- 18.02 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.

- 18.03 **Flex Time**

- (a) **Flex Time**

All time worked beyond the normal work day or biweekly period (as specified in Article 18.01-Hours of Work) that is not specifically requested by management, but is necessary to the essential operation of the facility and program, shall be considered flex time.

The need for and use of flex time will be reviewed with employees on a regular basis and the ongoing use of flex time will be at the discretion of the Employer in consultation with the employee.

Flex time will be compensated by granting equivalent time off at regular rate of pay.

Flex hours are to be used in the week earned where possible and otherwise within ten (10) business days of being earned.

(b) **Modified Work Week**

Recognizing the importance of participation in non-work activities, the parties agree that full-time employees may participate in a modified workweek schedule.

Notwithstanding 18.01 and 18.02, the Employer and employee may, by mutual agreement, adjust the length of workdays within a pay period, providing that the hours of work do not exceed seventy (70) hours biweekly. Upon agreement, the employee will work seventy (70) hours in a nine (9) working day period and receive the tenth (10<sup>th</sup>) working day off. Employees participating in the modified workweek will work seven and three quarters ( $7\frac{3}{4}$ ) hours daily and may use up to one-half ( $\frac{1}{2}$ ) hour of their lunch hour to accomplish this. New employees may, by mutual agreement, begin the modified work week upon successful completion of their probationary period.

Mondays or Fridays will be the designated days off and will be coordinated within the employee's service area, ensuring participant accessibility to service is maintained. The modified workweek cycle will not apply to the two (2) weeks where Christmas and New Year's Day fall.

For sick leave purposes, employees working a modified work week will be paid for seven and three quarters ( $7\frac{3}{4}$ ) hours for each day of sick leave and will have their outstanding sick leave entitlement reduced accordingly.

For vacation purposes, employees working a modified work week will be paid for seven and three quarters ( $7\frac{3}{4}$ ) hours for each day of vacation taken and will have their outstanding vacation entitlement reduced accordingly.

**For mental health day purposes, bank will be reduced by number of hours equal to the absence to a maximum of twenty-one (21) hours.**

Should the employee's designated day off occur on a statutory holiday, they will be granted another day off at a mutually agreeable time.

Should serious staff shortages occur due to vacation or illness, an employee may be requested to work on their designated day off and be granted another day off at a mutually agreeable time.

- 18.04 In those circumstances where part-time staff are called in to work on days on which they are not normally scheduled, they will be compensated at straight time pay.

### **ARTICLE 19 - OVERTIME**

All overtime shall be compensated with compensatory time off at overtime rates.

#### 19.01 **Overtime Defined**

All time worked and authorized by the Employer beyond forty (40) hours per week, averaged over a two (2) week cycle shall be considered as overtime.

#### 19.02 **Overtime Compensation**

- (a) Overtime worked and authorized by the Employer after the normal hours shall be compensated for by granting equivalent time off with pay at applicable overtime rates.
- (b) 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. These hours are banked at the overtime rate (time and one-half). The Employer may require the employee to take all outstanding banked overtime prior to the end of March of any year, and if so, will notify the employee by the end of January of that year. Upon request, employees may be paid out overtime.

### **ARTICLE 20 - HOLIDAYS**

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

New Year's Day	Labour Day
Jour de Louis Riel Day	<b>Orange Shirt Day/National Day for Truth and Reconciliation</b>
Good Friday	Thanksgiving Day
Easter Monday	Remembrance Day (where a weekday)
Victoria Day	Christmas Day
Canada Day	Boxing Day
Terry Fox 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 such religious holiday for any of the above-mentioned paid holidays upon approval of the Employer.

20.02 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 time and one-half (1½), at a time mutually agreed upon by the employee and the Employer.

20.03 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. **Part-time employees shall receive a prorated amount of an average days' pay or equivalent time off.**

20.04 Holidays

The employees will get all days between Christmas and New Year's and the afternoon on the day preceding the Christmas closure 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 pay at the rate provided in 20.02 for the work done between Christmas and New Year's and an equivalent number of hours off with pay at a mutually convenient time for every hour so worked.

Employees may request to work between Christmas and New Year's Day and to take the equivalent number of days off with pay at other times in the year, as operational requirements permit, in order to observe religious holidays.

20.05 Staff Mental Health Day

The employee shall receive **three (3) additional days off with pay per fiscal year to be taken between April 1<sup>st</sup> and March 31<sup>st</sup>. Part-time employees shall receive a prorated portion of twenty-one (21) hours annually. Mental Health days are prorated in the first year of employment to start date.**

**ARTICLE 21 - VACATIONS**

21.01 Employees shall earn vacation on the following basis:

- (a) First (1<sup>st</sup>) year through third (3<sup>rd</sup>) year of employment One hundred five (105) hours per year;

- (b) Fourth (4<sup>th</sup>) year through ninth (9<sup>th</sup>) year One hundred forty (140) hours per year;
- (c) Tenth (10<sup>th</sup>) year through eighteenth (18<sup>th</sup>) year One hundred seventy-five (175) hours per year;
- (d) Nineteenth (19<sup>th</sup>) year and following Two hundred ten (210) hours per year.

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

Vacation schedules shall be posted by March 1 of each year and shall only be changed where operational needs require it, or by mutual consent. The posted schedule shall become final on April 1. Should the Employer unilaterally cancel a vacation, the Employer shall be liable to reimburse the employee for non-refundable travel expenses which the employee forfeits as a result of the cancellation of the vacation.

21.03 Part-time employees shall accumulate vacation credits according to the above formula and receive pay for such holidays based on their normal rate of pay and normal hours of work for each day of vacation.

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

21.05 Employees shall be granted a preference of vacation based on seniority, if they submit their request by March 1. If an employee fails to request vacation by March 1, they shall be granted time off on a first-come, first-served basis within their program.

21.06 Vacation Pay on Termination

An employee terminating their employment at any time in their vacation year, before the employee has had their vacation, shall be entitled to a proportionate payment of salary or wages in lieu of such vacation.

21.07 An employee shall be entitled to receive vacation in blocks of two (2) weeks at a time or longer or shorter by mutual consent.

21.08 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.

21.09 Where an employee is on vacation and suffers a serious illness or injury for which sick leave would otherwise be payable, upon receipt by the Employer of written confirmation of such illness or injury from the employee's physician, the days

missed due to such serious illness or injury shall be treated as sick leave and thereby not reduce vacation entitlement. The period of vacation so displaced shall either be added to the vacation period or reinstated for use at a later date, with the agreement of the Executive Director. Confirmation from the employee's physician shall be supplied during the employee's first week back at work in order to be considered by the Employer.

21.10 Long Service Recognition - Vacation

In recognition of length of service, each full-time employee shall receive one (1) additional week of vacation (thirty-five [35] hours) on completion of twenty (20) years of continuous service, and on each subsequent fifth (5<sup>th</sup>) (i.e., 25<sup>th</sup>, 30<sup>th</sup>, 35<sup>th</sup>, 40<sup>th</sup>, etc.) anniversary of employment. The additional thirty-five (35) hours shall be granted in the vacation year in which the anniversary date falls and are not cumulative.

Part-time employees shall be entitled to a pro rata portion of this benefit.

21.11 Vacation pay shall be calculated on the basis of paid hours and shall include any period of:

- (a) paid leave of absence; and
- (b) paid sick leave.

**ARTICLE 22 - SICK LEAVE**

22.01 Sick Leave Defined

"Sick leave" 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 sick leave.

22.02 Amount of Paid Sick Leave

Sick leave shall be earned at the rate of eight and three-quarter (8 3/4) hours for every month an employee is employed. This amount is prorated for part-time employees. Employees will be deducted from their sick bank and paid seven (7) hours for each day of sick leave, or, in the case of part time employees, the number of hours the employee would have worked that day. Employees working a modified work week will be paid for seven and three-quarters (7 3/4) hours for each day of sick leave and will have their outstanding sick leave entitlement reduced accordingly.

22.03 Accumulation of Sick Leave

The unused portion of an employee's sick leave shall accrue to a total maximum of eight hundred and forty (840) hours.

22.04 Illness in the Family

An employee shall be entitled to use accumulated sick leave for the purpose of providing care during illness of the employee's spouse, common law spouse, parent, child, sibling, or person who has the employee as the primary caregiver. Sick days used for this purpose are limited to four (4) days. Exceptions to this limit and exceptions to the categories of family members may be granted by the Executive Director, in **their absolute discretion**.

A primary caregiver is defined as one who either temporarily or on a recurring basis provides care and assistance to the person. Travel to and attendance at non-routine, emergent or critical medical appointments or treatments come within the meaning of providing care in the event of an illness.

22.05 Proof of Illness

An employee may be required to produce a certificate from a medical practitioner for any illness in excess of three (3) working days, or where there is reason to suspect abuse of sick leave, certifying that **the employee** was unable to carry out **their** duties due to illness, or to indicate they are able to carry out their duties in full. The Employer will reimburse the employee for the cost for such certificate up to a maximum of twenty-five dollars (\$25.00), upon production of a paid invoice.

22.06 Sick Leave 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** sick leave credits for the period of such absence, but shall retain **their** cumulative credit, if any existing at the time of such layoff.

22.07 Sick Leave Records

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

22.08 Sick leave is accumulated on the basis of paid hours and shall include any period of:

- (a) paid leave of absence;

- (b) paid vacation; and
- (c) any approved leaves without pay to a maximum of one hundred and forty (140) hours in a calendar year.

## **ARTICLE 23 - LEAVE OF ABSENCE**

### 23.01 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 of up to seven (7) days per fiscal year. The maximum number of employees to be absent at any given time shall be two (2). Employees shall give one (1) month notice. However, if one (1) month notice is impossible to provide, then the Union or employee will give as much notice as reasonably possible. The Employer shall pay the employee and bill the Local for wages and costs of benefits for such leave.

### 23.02 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.

### 23.03 Paid Bereavement Leave

- (a) An employee shall be entitled to a leave with pay for five (5) working days in the event of a death of a spouse, partner, parent, son, daughter, brother or sister, mother-in-law, father-in-law, grandparent, common law spouse, stepparent, stepchild, or grandchild. If additional leave is required, the time may be taken as vacation time or granted without pay, with the approval of the Executive Director.

One (1) bereavement leave day may be retained at the employee's request for use in the case where actual interment or cremation is at a later date.

(b) Pallbearer/Mourner Leave

Up to one (1) day leave of absence shall be granted without loss of salary, wages, or benefits to attend a funeral as a pallbearer. This leave cannot be combined with leave taken under 23.03 (a).

Up to one (1) day leave of absence may be granted without loss of salary, wages, or benefits to attend as a mourner. This leave cannot be combined with leave taken under 23.03 (a).

(c) Additional Leave Request

Additional leave may be granted upon application to the Executive Director.

23.04 Jury Duty

Any employee subpoenaed for jury duty or witness duty (excluding testifying for Union against Employer, except if the person giving testimony is the grievor), shall receive a leave of absence with pay and remit to the Employer any payment received except reimbursement of expenses.

23.05 Pregnancy Leave

- (a) The Employer shall grant pregnancy leave to a female employee who has completed seven (7) months service with the Employer and who submits an application in writing to **Human Resources** for a leave at least four (4) weeks before the day specified by **the employee** in the application as the day on which **they** intend to commence such leave; and who provides a certificate from a duly qualified medical practitioner certifying that **the employee** is pregnant and specifying the estimated date of **their** delivery.
- (b) Pregnancy 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) Pregnancy 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 pregnancy leave shall provide the Employer with at least two (2) weeks' notice prior to the date of returning to work.

- (e) An employee on pregnancy leave shall have the same benefits, subject to the same premium sharing, as for active employees as per Article 25.

#### 23.06 Parental Leave

- (a) The Employer will grant a leave of absence of **up to a maximum of sixty-three (63) continuous** weeks to any employee who has completed seven (7) 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 Executive 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 except in the case of an employee intending to take pregnancy leave in which case the employee shall submit **their** application for parental leave at the same time as **their** application for pregnancy leave.
- (b) Parental leave must commence no later than **eighteen (18) months after** the date on which the child is **born or adopted** or comes into the actual care and custody of the employee. However, where an employee intends to take parental leave in addition to pregnancy leave, the employee must commence the parental leave immediately on expiry of the maternity leave without a return to work after expiry of the pregnancy leave and before the commencement of the parental leave.
- (c) Parental leave shall be considered an unpaid leave of absence.
- (d) The employee returning to work after parental leave shall provide the Employer with at least two (2) weeks' notice prior to the date of returning to work.

#### 23.07 General Leave

An employee may, subject to the approval of the Employer, be granted leave of up to one (1) year without pay and without loss of seniority. Such request shall be in writing and shall state the specific reasons why the leave is necessary. General leave under this agreement shall be considered as an unpaid leave of absence.

#### 23.08 Educational Leave/Leave Without Pay

An education leave of up to one (1) year without pay may be granted to an employee for purposes of enhancing professional skills/training/education. This education leave could include taking another paid position wherein there is a clear enhancement of professional skills that would benefit Canadian Mental Health Association, Manitoba and Winnipeg Inc., as determined by the Employer. Employees would be eligible for education leave after completing one (1) year

with the Employer. Written notices requesting approval of such leave must be given to the Executive Director at least three (3) months prior to the date of requested leave. Intent to return must be verified in writing at least three (3) months prior to the planned return date. Education leave under this agreement shall be considered as an unpaid leave of absence.

## 23.09

Compassionate Care Leave

An employee shall receive compassionate care leave without pay of up to twenty-eight (28) weeks, subject to the following conditions:

- (a) An employee must have completed ninety (90) days employment as of the intended date of leave unless otherwise agreed to by the Employer.
- (b) An employee must apply in writing one (1) pay period prior to taking the leave or a shorter period if circumstances warrant.
- (c) An employee may take no more than two (2) periods of leave totaling no more than twenty-eight (28) weeks, which must end no later than fifty-two (52) weeks after the day the first period of leave began. No period of leave may be less than one (1) week duration.
- (d) This leave is intended to enable an employee to provide care to support a seriously ill family member.
- (e) For an employee to be eligible for leave, a physician 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 or more family members.
- (f) "Family member" means spouse, common-law partner, child, child of spouse or common-law partner, parent, spouse or common-law partner of parent, or any other family member included by regulation under *The Employment Standards Code of Manitoba*.

- (g) An employee may end the employee's compassionate leave earlier than twenty-eight (28) weeks by giving the Employer forty-eight (48) hours' notice.
- (h) Seniority shall accrue during any period of leave under this Article.
- (i) Employees may use their remaining family responsibility days during the two (2) week waiting period for Employment Insurance.
- (j) Notwithstanding the notice outlined in (g), if the death of a family member occurs during this period of leave, the employee shall revert to bereavement leave as outlined in Article 23.03 of the Collective Agreement.
- (k) Notwithstanding all of the above, any existing provision in the Collective Agreement, which provides superior coverage to an employee with regard to leave for illness in the family, shall prevail.

## 23.10

Domestic Violence Leave

- (a) An employee who has been employed by the Employer for at least ninety (90) days, and who is the victim of domestic violence as referred to in *The Employment Standards Code*, is entitled to both the following periods of domestic violence leave in each fifty-two (52) week period:
  - (i) leave of up to ten (10) days, which the employee may choose to take intermittently or in one continuous period;
  - (ii) leave of up to seventeen (17) weeks to be taken in one continuous period.
- (b) Domestic violence leave may be taken for one or more of the following purposes:
  - (i) to seek medical attention for the employee or the employee's child in respect of a physical or psychological injury or disability caused by the domestic violence;
  - (ii) to obtain services from a victim services organization;
  - (iii) to obtain psychological or other professional counselling;
  - (iv) to relocate temporarily or permanently;

- (v) to seek legal or law enforcement assistance, including preparing for or participating in any civil or criminal legal proceeding related to or resulting from the domestic violence; and
  - (vi) any other purpose prescribed in *The Employment Standards Code or Regulations*.
- (c) The first five (5) days of leave taken in a calendar year shall be paid. To the extent that the employee has sick leave benefits accumulated, such days shall be deducted from the Employee's sick leave accumulation. The remainder of any such leave (leave in excess of five [5] days in a calendar year) shall be unpaid.
  - (d) Leave under this section shall be taken in full days only.
  - (e) An employee who wishes to take a leave under this section must give the employer as much notice as is reasonable and practicable in the circumstances.
  - (f) Unless the employee and Employer agree otherwise, an employee may end a leave under this section earlier than the expiry of seventeen (17) weeks by giving the Employer written notice at least two (2) weeks before the day the employee wishes to end the leave.
  - (g) An employee who takes a leave under this section must provide the Employer with reasonable verification of the necessity of the leave.

## 23.11

Benefits While on Leave

- (a) An employee on pregnancy leave shall have the same benefits, subject to the same premium sharing, as for active employees as per Article 25.
- (b) Any employee who is on an unpaid leave of absence shall be entitled to full benefit coverage as per Article 25, provided that they are eligible and they are willing to pay the full costs of such benefit premiums. **These benefit premiums must be paid in advance by lump sum payment or monthly on the 1<sup>st</sup> of each month of leave.** However, when the employee is absent on leave due to disability or illness, **they shall be covered for benefits other than long term disability for the first three (3) months, with all premiums paid by the Employer. For leaves beyond three (3) months, the premiums must be paid in advance by lump sum payment or monthly by the 1<sup>st</sup> of the month.**

23.12 Return to Same or Similar Position

Employees granted leave of absence as noted in Articles 23.01 to 23.10 inclusive, shall return to the same or a similar position to the one they occupied at the start of the leave, at the current rate of pay, if such a position still exists and if the rate for that position has not been reduced through collective bargaining. The rate of pay shall be inclusive of seniority and increments as if the employee was working during the period of leave.

**ARTICLE 24 - JOB CLASSIFICATIONS/RECLASSIFICATION**

24.01 Job Description

Job descriptions will be prepared, maintained, and amended from time to time by the Employer, in consultation with the employees concerned and the up-to-date job descriptions shall be provided to an affected employee or the Union upon request.

If an employee in good faith believes that **their** duties and responsibilities are no longer accurately and thoroughly reflected in **their** job description, the employee may request a review of **their** job description. Such requests shall occur annually at most. The Employer will review the said job description and advise the employee of any intended revisions. Before finalizing the new job description, the Employer will consider any employee suggestions for change.

24.02 New Classifications

When the Employer establishes a new classification within the bargaining unit, the Union shall be notified and within thirty (30) days the parties shall commence negotiations for the appropriate salary range. Any dispute as to whether a new classification falls within the bargaining unit may be referred to the Manitoba Labour Board for determination. The application of this clause shall not be deemed to constitute the reopening of this Agreement.

**ARTICLE 25 - EMPLOYEE BENEFITS**

- 25.01 (a) The Employer shall pay one hundred percent (100%) of the premiums for eligible employees for dental care, extended health care, Employee Assistance Program, life and accidental death and dismemberment coverage under the Blue Cross Group Benefits Plan. Employees shall pay one hundred percent (100%) of the LTD premiums. The Employer and eligible employees shall equally contribute to the Community Agencies Retirement Plan.

- (b) After three (3) months of continuous employment, term employees will be covered by the Blue Cross Group Benefits Plan, excluding LTD.

25.02 Staff Training and Development

The Employer will provide funds in the annual budget for approved training and development, which will directly benefit staff in the performance of their jobs. The current budget provides a maximum of three hundred dollars (\$300.00) per employee per year.

25.03 Parking

Where parking spots are made available by the Employer at its current premises, the Employer shall not charge employees any fee for parking.

25.04 Mileage Rate

If an employee uses the employee's own personal motor vehicle at the request of the Employer, that employee will be reimbursed for mileage incurred during working hours at a rate of forty-five cents (45¢) per kilometer.

25.05 Vehicle Insurance

Full-time employees required by the Employer to carry all-purpose insurance coverage will be reimbursed the difference in funds between this coverage and preferred coverage to a maximum of two hundred dollars (\$200.00) per year. Employees must present proof of coverage to the Employer in order to receive this benefit. Part-time employees will be eligible for a prorated amount.

25.06 Employee Benefits

All employees who work with clients/participants in the community will be reimbursed for up to fifteen dollars (\$15.00) per month for costs incurred for themselves when working with clients/participants. Client/participant costs are program dependent.

**ARTICLE 26 - TERMINATIONS**

- 26.01 An employee may terminate their employment with no less than one (1) week notice in the first year of employment and no less than two (2) weeks' notice thereafter to the Employer. The Employer and employee may agree to lesser notice.

- 26.02 Where lesser or no notice is given by the Employer, payment in lieu of notice shall be given, except in cases of discharge for cause, or where the Employer and the employee agree to a shorter or no notice period.
- 26.03 The Employer will make available, within ten (10) business days after termination, all amounts due to the employee, including unpaid wages and pay in lieu of unused vacation entitlement.

### **ARTICLE 27 - GENERAL**

#### **27.01 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.

- 27.02 The Employer agrees that all compensation for speaking engagements, which are done on behalf of the Employer, will be directed to the Organization or the Executive Director as principle representative of the Organization.

### **ARTICLE 28 - OTHER BENEFITS**

#### **28.01 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.

### **ARTICLE 29 - TECHNOLOGICAL CHANGE**

- 29.01 For the purposes of this Article, technological change means the introduction of equipment or material into the Employer's operations, which is likely to affect the security of employment of a significant number of full-time employees in the bargaining unit.
- 29.02 Unless legislation is more favourable, the Employer shall notify the Union, in writing, at least ninety (90) days before the introduction of such technological change.
- 29.03 The notice mentioned in .02 shall include the following:
- (a) the nature of the change;

- (b) the date on which the Employer proposes to effect the change;
- (c) the approximate number, type, and location of employees likely to be affected by the change; and
- (d) the effects the change may be expected to have on the employees' working conditions and terms of employment.

29.04 If the Union feels that the Employer has not complied with any provision of this Article, it may refer the matter to arbitration under Article 13 of this Agreement.

29.05 In light of these provisions, section 83, 84 and 85 of the *Labour Relations Act* shall not apply to this bargaining unit.

### **ARTICLE 30 - PAYMENT OF WAGES AND ALLOWANCES**

30.01 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. Paydays shall be every second Thursday.

#### 30.02 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.

#### 30.03 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.

#### 30.04 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.

#### 30.05 Expenses

Meal allowances and travel expenses shall be reimbursed in accordance with the Employer's meal allowance and travel expense policies, which may be amended from time to time.

**30.06**      Schedule of Wages

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 30.02, unless they are already at the top of their scale.

**ARTICLE 31 - STAFF HANDBOOKS AND SEVERABILITY**

**31.01**      The Employer agrees not to change the staff handbook without prior consultation with the Union.

**31.02**      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 other than those directly specified by such decision to be invalid or unenforceable.

**ARTICLE 32 - TERM OF AGREEMENT**

- 32.01**      (a)      This Agreement shall be binding and in effect from April 1, 2021 to March 31, 2025 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.

**32.02**      Changes in salaries and wages shall be adjusted retroactively, unless otherwise specified.

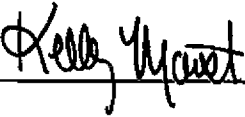
All retroactive wage adjustments shall be made payable within forty-five (45) days of the date of signing of this Agreement by both parties, unless otherwise specifically agreed.

**IN WITNESS WHEREOF**, the parties hereto have duly executed this Agreement.

Signed and dated this 19<sup>th</sup> day of March, 2024.




**ON BEHALF OF:**

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

  
\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

**ON BEHALF OF:**

**CANADIAN MENTAL HEALTH  
ASSOCIATION, MANITOBA AND  
WINNIPEG INC.**

  
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\_\_\_\_\_  
  
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**SCHEDULE "A"****Canadian Mental Health Association, Manitoba and Winnipeg Inc.****WAGES**

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<i>Effective April 1, 2021</i>	<b>0.75% increase</b>
<i>Effective April 1, 2022</i>	<b>0.75% increase</b>
<i>Effective April 1, 2023</i>	<b>2.25% increase</b>
<i>Effective April 1, 2024</i>	<b>4% increase</b>



<b>Band 5</b>		<b>Step 1</b>	<b>Step 2</b>	<b>Step 3</b>	<b>Step 4</b>	<b>Step 5</b>	<b>Step 6</b>	<b>Step 7</b>
Business Advisor	Yearly	\$46,213.90	\$47,752.64	\$49,317.04	\$50,958.39	\$52,625.36	\$54,369.29	\$56,217.84
CHS Rehab Worker	Monthly	\$3,851.16	\$3,979.39	\$4,109.75	\$4,246.53	\$4,385.45	\$4,530.77	\$4,684.82
Community Addictions - Partnerships for Recovery Coordinator	Biweekly	\$1,777.46	\$1,836.64	\$1,896.81	\$1,959.94	\$2,024.05	\$2,091.13	\$2,162.22
Community Educator (PIO)	Hourly	\$25.39	\$26.24	\$27.10	\$28.00	\$28.92	\$29.87	\$30.89
Employment Specialist								
Housing Coordinator								
Mental Health Clinician								
Rehabilitation Worker								
Service/Recovery Navigation Specialist								
Substance Use and Trauma Specialist								
Wellness Skills Facilitator								
Wellness Specialist								
Workshop Facilitator (PIO)								
Youth MH Promo Coordinator								
<b>Band 6</b>								
Lead Advisor	Yearly	\$51,162.09	\$52,756.00	\$54,376.05	\$56,074.51	\$57,799.05	\$59,602.01	\$61,509.27
Senior Rehab Worker	Monthly	\$4,263.51	\$4,396.33	\$4,531.34	\$4,672.88	\$4,816.59	\$4,966.83	\$5,125.77
Team Lead	Biweekly	\$1,967.77	\$2,029.08	\$2,091.39	\$2,156.71	\$2,223.04	\$2,292.39	\$2,365.74
	Hourly	\$28.11	\$28.99	\$29.88	\$30.81	\$31.76	\$32.75	\$33.80



<b>Band 5</b>		<b>Step 1</b>	<b>Step 2</b>	<b>Step 3</b>	<b>Step 4</b>	<b>Step 5</b>	<b>Step 6</b>	<b>Step 7</b>
Business Advisor	Yearly	\$46,560.50	\$48,110.78	\$49,686.92	\$51,340.58	\$53,020.05	\$54,777.06	\$56,639.47
CHS Rehab Worker	Monthly	\$3,880.04	\$4,009.23	\$4,140.58	\$4,278.38	\$4,418.34	\$4,564.76	\$4,719.96
Community Addictions - Partnerships for Recovery Coordinator	Biweekly	\$1,790.79	\$1,850.41	\$1,911.04	\$1,974.64	\$2,039.23	\$2,106.81	\$2,178.44
Community Educator (PIO)	Hourly	\$25.58	\$26.43	\$27.30	\$28.21	\$29.13	\$30.10	\$31.12
Employment Specialist								
Housing Coordinator								
Mental Health Clinician								
Rehabilitation Worker								
Service/Recovery Navigation Specialist								
Substance Use and Trauma Specialist								
Wellness Skills Facilitator								
Wellness Specialist								
Workshop Facilitator (PIO)								
Youth MH Promo Coordinator								
<b>Band 6</b>								
Lead Advisor	Yearly	\$51,545.81	\$53,151.67	\$54,783.87	\$56,495.07	\$58,232.54	\$60,049.03	\$61,970.59
Senior Rehab Worker	Monthly	\$4,295.48	\$4,429.31	\$4,565.32	\$4,707.92	\$4,852.71	\$5,004.09	\$5,164.22
Team Lead	Biweekly	\$1,982.53	\$2,044.30	\$2,107.07	\$2,172.89	\$2,239.71	\$2,309.58	\$2,383.48
	Hourly	\$28.32	\$29.20	\$30.10	\$31.04	\$32.00	\$32.99	\$34.05



<b>Band 5</b>		<b>Step 1</b>	<b>Step 2</b>	<b>Step 3</b>	<b>Step 4</b>	<b>Step 5</b>	<b>Step 6</b>	<b>Step 7</b>
Business Advisor	Yearly	\$47,608.11	\$49,193.27	\$50,804.88	\$52,495.74	\$54,213.00	\$56,009.54	\$57,913.86
CHS Rehab Worker	Monthly	\$3,967.34	\$4,099.44	\$4,233.74	\$4,374.65	\$4,517.75	\$4,667.46	\$4,826.16
Community Addictions - Partnerships for Recovery Coordinator	Biweekly	\$1,831.08	\$1,892.05	\$1,954.03	\$2,019.07	\$2,085.12	\$2,154.21	\$2,227.46
Community Educator (PIO)	Hourly	\$26.16	\$27.03	\$27.91	\$28.84	\$29.79	\$30.77	\$31.82
Employment Specialist								
Housing Coordinator								
Mental Health Clinician								
Rehabilitation Worker								
Service/Recovery Navigation Specialist								
Substance Use and Trauma Specialist								
Wellness Skills Facilitator								
Wellness Specialist								
Workshop Facilitator (PIO)								
Youth MH Promo Coordinator								
<b>Band 6</b>								
Lead Advisor	Yearly	\$52,705.59	\$54,347.58	\$56,016.51	\$57,766.21	\$59,542.77	\$61,400.13	\$63,364.93
Senior Rehab Worker	Monthly	\$4,392.13	\$4,528.97	\$4,668.04	\$4,813.85	\$4,961.90	\$5,116.68	\$5,280.41
Team Lead	Biweekly	\$2,027.14	\$2,090.29	\$2,154.48	\$2,221.78	\$2,290.11	\$2,361.54	\$2,437.11
	Hourly	\$28.96	\$29.86	\$30.78	\$31.74	\$32.72	\$33.74	\$34.82



<b>Band 5</b>		<b>Step 1</b>	<b>Step 2</b>	<b>Step 3</b>	<b>Step 4</b>	<b>Step 5</b>	<b>Step 6</b>	<b>Step 7</b>
Business Advisor	Yearly	\$49,512.43	\$51,161.00	\$52,837.08	\$54,595.57	\$56,381.52	\$58,249.92	\$60,230.41
CHS Rehab Worker	Monthly	\$4,126.04	\$4,263.42	\$4,403.09	\$4,549.63	\$4,698.46	\$4,854.16	\$5,019.20
Community Addictions - Partnerships for Recovery Coordinator	Biweekly	\$1,904.32	\$1,967.73	\$2,032.20	\$2,099.83	\$2,168.52	\$2,240.38	\$2,316.55
Community Educator (PIO)	Hourly	\$27.20	\$28.11	\$29.03	\$30.00	\$30.98	\$32.01	\$33.09
Employment Specialist								
Housing Coordinator								
Mental Health Clinician								
Rehabilitation Worker								
Service/Recovery Navigation Specialist								
Substance Use and Trauma Specialist								
Wellness Skills Facilitator								
Wellness Specialist								
Workshop Facilitator (PIO)								
Youth MH Promo Coordinator								
<b>Band 6</b>								
Lead Advisor	Yearly	\$54,813.81	\$56,521.48	\$58,257.17	\$60,076.86	\$61,924.48	\$63,856.14	\$65,899.53
Senior Rehab Worker	Monthly	\$4,567.82	\$4,710.12	\$4,854.76	\$5,006.41	\$5,160.37	\$5,321.35	\$5,491.63
Team Lead	Biweekly	\$2,108.22	\$2,173.90	\$2,240.66	\$2,310.65	\$2,381.71	\$2,456.01	\$2,534.60
	Hourly	\$30.12	\$31.06	\$32.01	\$33.01	\$34.02	\$35.09	\$36.21

**LETTER OF UNDERSTANDING**

**Canadian Union of Public Employees, Local 2348**

and

**Canadian Mental Health Association, Manitoba and Winnipeg Inc.**

**RE: JOINT JOB EVALUATION**

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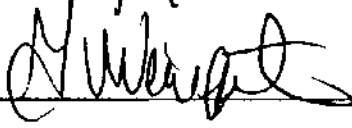
The Employer and the Union shall strike a committee to discuss a new job evaluation system or revising the current model. In the interim:

1. Should any classification be rated at a lower wage rate band the present incumbent(s) shall not be detrimentally affected through the life of their employment. Such affected employees would continue on the wage scale with increments as currently described until they end their employment in that classification. Any new hires from the completion of this process will be placed in the new wage band for that classification.
  
2. Should any classification be rated at a higher wage rate band the present incumbent(s) shall be placed in the new band according to their years of service within the pay period following completion of the Joint Job Evaluation process.

Signed and dated this 19<sup>th</sup> day of March, 2024.

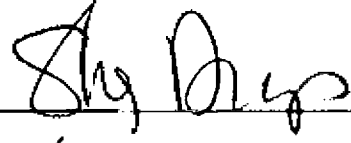
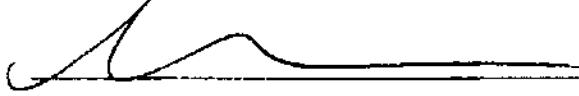
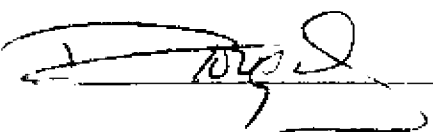
**ON BEHALF OF:**

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

  
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**ON BEHALF OF:**

**CANADIAN MENTAL HEALTH  
ASSOCIATION, MANITOBA AND  
WINNIPEG INC.**

  
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**LETTER OF UNDERSTANDING**

**Canadian Union of Public Employees, Local 2348**

and

**Canadian Mental Health Association, Manitoba and Winnipeg Inc.**

**RE: JOINT EMPLOYEE BENEFIT PLAN COMMITTEE**

**A joint committee shall be established to study and review all employee benefit and health and welfare plans and to make recommendations as to improvements.**

**The Committee shall have equal representation from the Union and the Employer.**

**The Committee shall have full access to all pertinent information concerning the benefits provided under the plan.**

Signed and dated this 19<sup>th</sup> day of March, 2024.

**ON BEHALF OF:**

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

Kelly Mount  
[Signature]  
[Signature]  
\_\_\_\_\_

**ON BEHALF OF:**

**CANADIAN MENTAL HEALTH  
ASSOCIATION, MANITOBA AND  
WINNIPEG INC.**

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