

Collective Agreement

- between -

CUPE / Canadian Union
of Public Employees
Local 2348

- and -



**Community Education
Development Association
(C.E.D.A.)**

Term of Agreement:
January 1, 2022 to December 31, 2024

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THIS AGREEMENT made this _____ day of January 2024.

between:

Canadian Union of Public Employees, Local 2348
(hereinafter called the “Union”),

party of the first part;

- and -

Community Education Development Association (C.E.D.A.)
(hereinafter called the “Employer”),

party of the second part.

ARTICLE 1 - PREAMBLE

1.01 It is the purpose of both parties to this Agreement:

- (a) to maintain and improve harmonious relations and settled conditions of employment between the Employer and the Union;
- (b) to recognize the mutual value of joint discussions and negotiations in all matters pertaining to working conditions, employment, service, etc.;
- (c) to promote the morale, well-being, and security of all employees in the bargaining unit of the Union;
- (d) to promote the effective and efficient operation of the Employer in order that it can best serve the needs and priorities of the communities which it serves.

1.02 **We wish to acknowledge that we are gathered on Treaty 1 Territory, the traditional territory and ancestral lands of the Anishinaabeg, Cree, Oji-Cree, Dakota and Dene Peoples, and on the National Homeland of the Red River Métis.**

1.03 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.

1.04 **Definitions**

An “employee” is a person employed by the Employer and covered by this Agreement.

A “full-time employee” is one who regularly and recurringly works seventy (70) hours biweekly.

A “part-time employee” is one who regularly and recurringly works less than seventy (70) hours biweekly.

All part-time employees shall receive the wage rates, conditions of employment and prerequisites specified in this Collective Agreement on a pro rata basis according to their hours of work. Membership in benefit plans shall be subject to the terms and conditions outlined in the benefit plan.

A “grant employee” is a temporary employee who works on a project funded through municipal, provincial, federal, or other grants. Grant employees are included in the bargaining unit. By mutual agreement between the Employer and the Union, a grant employee may have her wages and benefits restricted. The Employer agrees to discuss with the Union, in advance, the provisions of the grants and their application to the grant employee. A grant employee who has worked continuously in the position for at least twenty-four (24) months, shall be confirmed as a permanent employee.

A “term employee” is one who works full-time or part-time, but the duration of the employment is limited to a specific number of hours, days, weeks, or months. No employee shall be terminated and re-employed for the purpose of extending the period of term employment. A term employee who has worked continuously in the position for at least twenty-four (24) months shall be confirmed as a permanent employee.

A “casual employee” is one who is occasionally called by the Employer to relieve an absent employee or is called in to supplement staff coverage. A casual employee is entitled to six percent (6%) holiday pay. A casual employee will be paid at the minimum start rate for the position he/she fills.

Casual employees are covered by the Collective Agreement as noted above and further for non-monetary items only.

The parties agree in principle that while casual employees do not have seniority rights as defined by the Collective Agreement, it has been past practise of the Employer to:

- (a) wherever possible, try to use the same casual employees on a consistent basis;
- (b) when term, part-time, or full-time positions become available, to give the casual employees both opportunity and positive consideration in filling those positions.

The parties further agree that the continuation of this practise is mutually desirable.

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

The term "Employer" shall mean Community Education Development Association (C.E.D.A.).

A "student employee" is one who is enrolled on a full-time basis in a school or university program and works for a specific period of time. A student employee will receive minimum 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.

1.05 Where the feminine pronoun is used in this Agreement, it includes the masculine pronoun where the context so requires. Where the singular is used it may also be deemed to mean plural.

1.06 Both parties agree in principle that equal pay shall be granted for work of equal value and that this principle shall be recognized to be implicit in the terms of this Agreement.

ARTICLE 2 - MANAGEMENT RIGHTS

2.01 Management Rights

Except as otherwise specifically limited in this Agreement, or by law, the Union recognizes and acknowledges that the Employer has the full right to manage its operations and workforce.

2.02 Not Discriminatory

In administering the Collective Agreement, the Employer agrees to act reasonably, fairly, in good faith, and in a manner consistent with the Collective 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. 4636 issued on May 8, 1991 and amended by

MLB Certificate No. 5502 issued on June 8, 1999, and/or listed in Schedule "A" and hereby agrees to negotiate with the Union, or any of its authorized committees, concerning all matters affecting the relationship between parties, aiming towards a peaceful and amicable settlement of any differences that may arise between them.

3.02 Work of the Bargaining Unit

Persons whose jobs (paid or unpaid) are not in the bargaining unit shall not work on any jobs which are included in the bargaining unit, except in cases mutually agreed upon in writing by the parties.

3.03 No Other Agreements

No employee shall be required or permitted to make a written or verbal agreement with the Employer or his/her representative which may conflict with the terms of this Collective Agreement.

3.04 Right of Fair Representation

The Union shall have the right at any time to have the assistance of representatives of the Canadian Union of Public Employees or any other advisors when dealing or negotiating with the Employer. Such representative(s)/advisor(s) shall have access to the Employer's premises in order to deal with any matters arising out of this Collective Agreement.

3.05 Union Officers and Committee Members

Union officers and committee members shall be entitled to leave their work during working hours in order to carry out their functions under this Agreement, including, but not limited to, the investigation and processing of grievances, attendance at meetings with the Employer, participation in negotiations and arbitration. Permission to leave work during working hours for such purposes shall first be obtained from the immediate supervisor. Such permission shall not be unreasonably withheld. All time spent in performing such union duties, including work performed on various committees, shall be considered as time worked.

ARTICLE 4 - NO DISCRIMINATION

- 4.01 (a) The Employer and the Union jointly affirm that every employee is entitled to a respectful workplace which is free from discrimination and harassment as defined in the *Human Rights Code* of Manitoba and further the Employer and the Union agree that there shall be no discrimination, restrictions, or coercion exercised or practiced with respect to any

employee in the matter of hiring, wage rates, training, upgrading, promotion, transfer, layoff, recall, discipline, classification, or discharge by reason of political affiliation or activity, race, creed, colour, religion, ancestry, sexual orientation, gender, marital or parental status, family relationships, place of residence, physical handicap age, physical appearance, non-violent criminal record, history of mental health problem/ treatment, nor by reason of his/her membership or activity in the Union unless unusual circumstances (e.g. affirmative action/employment equity) require whereby mutual consent of the Employer and the Union shall be required. Any further prohibitions added to the *Human Rights Code* shall be deemed to be included in this provision.

- (b) The parties agree that a respectful workplace includes a safe and healthy workplace as defined by the Manitoba *Workplace Safety and Health Act*.

4.02 Disrespectful Behaviour

Disrespectful behaviour is improper behaviour that is unwelcome and inappropriate in the workplace and its culture. It may happen once or continue over time, and it can include:

- rude comments and swearing as well as spreading unfounded and misinformed rumours that may damage people's reputations;
- actions or unwelcome gestures that invade privacy or personal space or property;
- displays or distributions of printed or electronic material that offend.

4.03 Disruptive Workplace Conflict

A disruptive workplace conflict is defined as an ongoing dispute or a communication breakdown between two (2) or more individuals that impact their ability to work productively and cooperatively in the workplace.

4.04 Harassment

The Employer and the Union agree that no form of harassment against employees or Employer will be condoned in the workplace. Both parties recognize the right of all employees to work in an environment free of harassment and will work together to recognize and resolve such problems as they arise.

To assist in minimizing both the frequency and impact of harassment directed toward employees, the Employer shall ensure that policies are in place which address:

- (a) the prevention of harassment;

- (b) appropriate interventions to deal effectively with situations where abuse is either threatened or has occurred;
- (c) prompt, thorough follow-up to ensure that the needs of the harassed employee or employer are met; and
- (d) the incident, where reported, is investigated and plans are developed to lessen the likelihood of further behaviour.

4.05 Personal harassment shall be defined as:

- (a) a course of abusive and unwelcome conduct or comment undertaken or made on the basis of:
 - (i) ancestry, including colour and perceived race;
 - (ii) nationality or national origin;
 - (iii) ethnic background or origin;
 - (iv) religion or creed, religious belief, or association of religious activities;
 - (v) age;
 - (vi) sex, including pregnancy, the possibility of pregnancy or circumstances related to pregnancy;
 - (vii) gender-determined characteristics of circumstances other than those included in clause (vi);
 - (viii) sexual orientation;
 - (ix) marital or family status;
 - (x) source of income;
 - (xi) political belief, political association, or political activity;
 - (xii) physical or mental disability or related characteristics or circumstances, including reliance on a dog guide or other animal assistance, wheelchair, or any other remedial appliance or device;

or

- (b) a course of abusive and unwelcome conduct or comment undertaken for the purpose of degrading and intimidating or creating a hostile or offensive work environment.

Despite the above, personal harassment shall not include any legitimate exercise of managerial authority.

4.06 Sexual Harassment Defined

Sexual harassment shall be defined as sexually oriented behaviour that undermines an employee or employer's health or job performance or endangers the employee's and Employer's status or potential.

Sexual harassment shall include, but not be limited to:

- (a) unnecessary touching or patting;
- (b) suggestive remarks or other verbal abuse;
- (c) leering at a person's body;
- (d) compromising invitations;
- (e) demands for sexual favours;
- (f) physical assault.

4.07 Where the Employer fails to take appropriate disciplinary action the complaint shall be eligible to be processed as a grievance.

4.08 Processing a Complaint/Report of Harassment

The Employer must immediately initiate an investigation upon receiving a report or being informed of an incident of harassment. The investigation must be completed within fifteen (15) working days. The initial investigation will include an assessment of the safety and health of the employees involved and appropriate action will be taken to protect them.

Employees are encouraged to bring forward complaints that are honestly believed to be harassment. Only complaints that are proven to have been made for frivolous or vindictive reasons shall result in disciplinary action against the complainant.

All complaints, inquiries, investigations, and information relating to an allegation of harassment will be treated with the utmost confidence.

A Union representative must be present at any meeting where the Employer is taking disciplinary action against the harasser who is a member of the bargaining unit, and that Representative is responsible to report to the complainant of the course of action taken by the Employer.

Where the Employer fails to take appropriate disciplinary action, the complaint shall be eligible to be processed as a grievance.

4.09

Diversity and Employment Equity Committee

The Employer and the Union are committed to the concept of employment equity and promoting diversity in the workplace.

To this end, the Employer and the Union agree to cooperate in formulating and implementing a program designed to ensure employment equity for all employees and to ensure that the workplace is representative of the population of the area served. The Employment Equity and Diversity Committee shall review all aspects of employment for evidence of systemic discrimination on the basis of the criteria outlined in Article 4.01 and to recommend measures for eliminating such practices. The review and recommendations shall deal with, but not be limited to, group welfare and pension plans, hiring, promotion, and transfer policies and Collective Agreement language, testing procedures, access to on-the-job training and educational advancement, classification schemes, job evaluation systems, wage, and salary rates, leaves of absences and child care requirements.

The Employer agrees to provide the Committee with access to such personnel data and other documents that may be requested by it and the Committee agrees that the information provided will be limited to the work of the Committee. The recommendations of the Committee shall be subject to collective bargaining between the parties.

Nothing in this Article shall be construed as a barrier to the formulation or implementation of any employment equity plan mutually agreed to by the Employer and the Union.

It is understood that the objectives of the Committee are:

- (a) to ensure that current and future employment systems are non-discriminatory;
- (b) to continue to enhance the equality of treatment of women, Indigenous peoples, racialized persons, and persons with disabilities;
- (c) to address disparities, if any, in the Employer's present workforce distribution, thus pursuing a workforce composition which reflects workforce availability of target group members;

- (d) to develop strategies to enhance the recruitment, appointment, and retention of target group members;
- (e) to prepare the organization for the increasing role target group members will play in the workforce; and
- (f) to support an appreciation for diversity by developing awareness.

4.10 The parties further agree that the implementation of an employment equity initiative(s) jointly agreed to by the parties would not be deemed to be a violation of this provision.

ARTICLE 5 - UNION MEMBERSHIP REQUIREMENT

5.01 All employees of the Employer shall become 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 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 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 direct dues remittance shall be forwarded to the National Secretary-Treasurer’s Office of the Union in Ottawa, Ontario, not later than the fifth (5th) 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.

ARTICLE 7 - EMPLOYER AND UNION SHALL ACQUAINT NEW EMPLOYEES

7.01 New Employees

The Employer agrees to orientate all new employees to their new job and to 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, Management shall introduce the new employee to his/her Union Steward or Representative. The Steward or Representative will provide him/her with a copy of the Collective Agreement.

7.03 Interviewing Opportunity

A representative of the Union shall be given an opportunity to interview each new employee within regular working hours, without loss of pay, for a maximum of thirty (30) minutes during the first month of employment for the purpose of acquainting the new employee with the benefits and duties of Union membership and his/her responsibilities and obligations to the Union.

- 7.04 The Employer will be responsible for all new hires to have their work stations ready the first day of work where applicable. The technology for the position, if required, will be ready in a reasonable period of time.

ARTICLE 8 - CORRESPONDENCE

- 8.01 All correspondence between the parties, arising out of this Agreement or incidental thereto, shall pass to and from the Employer or its representative and the Secretary of the Union with a copy to the Steward and National Representative. A copy of any correspondence between the Employer, or his/her designate and any employee in the bargaining unit, pertaining to the interpretation, administration, or application of any part of this Agreement shall be forwarded to the Secretary of the Union or his/her designate. The Employer shall recognize only those representatives, stewards, and officials whose names were last forwarded in writing to the Employer.

ARTICLE 9 - LABOUR MANAGEMENT COMMITTEE

9.01 Labour Management Committee

(a) Establishment of Committee

A Labour Management Committee shall be established consisting of two (2) representatives of the Employer and two (2) representatives of the Union. The Committee shall enjoy the full support of both parties in the interests of maximum service to the clients and the maintaining of harmonious relations. The Union shall also appoint an alternate to the Committee who will attend meetings when one of the Union committee members is unable to attend a meeting. The alternate shall receive copies of all minutes of the meetings.

(b) Chairperson of the Meeting

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

(c) Jurisdiction of Committee

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 other 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 decisions or conclusions reached in their discussions. The Committee shall have the power only to make recommendations to the Union and the Employer with respect to its discussions and conclusions.

(d) The Committee shall meet on a quarterly basis at a mutually agreeable time and place, and such other times as may be mutually agreed to by the members of the Committee. Committee members shall receive a notice and agenda of the meeting at least forty-eight (48) hours in advance of the meeting. Employees shall not suffer any loss of pay for these scheduled meetings of this Committee when it meets with the Employer.

(e) Minutes of each meeting of the Committee shall be prepared and signed by the joint chairpersons as promptly as possible after the close of the meeting. The Union, the CUPE Representative and the Employer shall each receive two (2) signed copies of the minutes within three (3) days following the meeting.

9.02 Health and Safety Committee

- (a) A Health and Safety Committee shall be elected consisting of an equal number of representatives of labour and management. The labour members shall be three (3) members elected by the bargaining unit with substitute members allowed.
- (b) The Committee shall have jurisdiction over matters pertaining to workplace health and safety and shall function in this regard in accordance with Section 40 of the *Workplace Safety and Health Act*.
- (c) The Employer shall allow each worker member of the Health and Safety Committee to take educational leave for a period of two (2) working days to a maximum of sixteen (16) hours each year without loss of pay or other benefits for the purpose of attending workplace health and safety seminars, courses, etc.

ARTICLE 10 - LABOUR MANAGEMENT BARGAINING RELATIONS

10.01 Representatives

The Employer shall not bargain with or enter into any agreement with an employee or group of employees in the bargaining unit. No employee or group of employees shall undertake to represent the Union at meetings with the Employer without the proper authorization of the Union. In representing an employee or group of employees, an elected or appointed representative of the Union shall be the spokesperson.

In order that this may be carried out, the Union will supply the Employer with the names of its officers. Likewise, the Employer shall supply the Union with a list of its supervisory personnel with whom the Union may be required to transact business.

10.02 Union Bargaining Committee

A Union Bargaining Committee shall be elected or appointed and consist of not more than four (4) members of the Union. The Union will advise the Employer of the Union members of the Committee.

10.03 Function of Bargaining Committee

All matters pertaining to performance of work, operational problems, rates of pay, hours of work, collective bargaining and other working conditions shall be referred by the Union Bargaining Committee to the Employer for discussion and settlement.

10.04 Meeting of Committee

In the event either party wishes to call a bargaining meeting, the meeting shall be held at a time and place fixed by mutual agreement. However, such meeting must be held not later than six (6) calendar days after the request has been given.

10.05 Time Off for Meeting

Any representative of the Union or the Bargaining Committee who is in the employ of the Employer shall have the right to attend meetings held within working hours without loss of remuneration.

10.06 Technical Information

Within ten (10) days of a request by the Union, the Employer shall make available to the Union any information required by the Union such as budgets and financial statements, job descriptions, postings in the bargaining unit, job classifications, wage rates, a breakdown of point ratings in job evaluation, financial and actuarial information pertaining to pension and welfare plans and all other technical information and reports, records, studies, surveys, manuals, directives or documents required for collective bargaining purposes.

10.07 Union Office

In order that the Union can properly represent the employees in labour management relations, the Employer will (on reasonable request of the Union) make best efforts to provide the Union with reasonable office accommodation on the premises. This will not be a guaranteed or dedicated space, but instead will be on a "space available" basis.

ARTICLE 11 - RESOLUTIONS AND REPORTS OF THE EMPLOYER

11.01 Employer Shall Notify Union

Any decisions about to be made to the Board dealing with matters of policy and/or conditions of employment and which affect employees within this bargaining unit, shall be communicated by the Employer to the Union in time to afford the Union a reasonable opportunity to consider them and, if deemed necessary, of speaking to them prior to the decision being made by the Board. For clarity, this does not apply in the context of collective bargaining.

11.02 Copies of Resolutions

Copies of all motions, resolutions and bylaws or rules and regulations adopted by the Board which affect the members of this Union are to:

- (a) be forwarded to the Union; and
- (b) be posted on all bulletin boards.

A copy of the minutes of the Board shall be mailed to the Secretary of the Union and the CUPE Representative within three (3) days of each meeting.

ARTICLE 12 - GRIEVANCE PROCEDURE

12.01 Definition of Grievance

A grievance shall be defined as any difference arising out of the interpretation, application, administration, or alleged violation of the Collective Agreement.

12.02 Settling of Grievances

An earnest effort shall be made to settle grievances fairly and promptly in the following manner:

Step 1

The aggrieved employee(s) will submit the grievance to his/her Steward. If the employee's Steward is absent, he/she may submit his/her grievance to the Chief Steward and/or another member or the designate. At each step of the grievance procedure, the grievor shall have the right to be present.

Step 2

The Steward and/or the designate will first seek to settle the dispute with the Executive Director, at the discussion stage.

Step 3

Failing satisfactory settlement within **fifteen (15)** working days after the dispute was submitted under Step 2, the Steward will submit to the Personnel Committee of the Board a written grievance including the particulars and the redress sought. The Committee shall render its decision within **fifteen (15)** working days after receipt of such notice.

Step 4

Failing a satisfactory settlement being reached in Step 3, the Union may refer the dispute to arbitration.

12.03 Policy Grievance

Where a dispute involving a question of general application or interpretation occurs, or where a group of employees or the Union has a grievance, Steps 1 and 2 of this Article may be by-passed.

12.04 Union May Institute Grievances

The Union and its Representatives shall have the right to originate a grievance on behalf of an employee, or group of employees and to seek adjustment with the Employer in the manner provided in the Grievance Procedure. Such a grievance shall commence at Step 2.

12.05 Deviation from Grievance Procedure

After a grievance has been initiated by the Union, the Employer's representative shall not enter into discussion or negotiation with respect to the grievance, either directly or indirectly with the aggrieved employee, without the consent of the Union. Violation of this section shall result in the grievance being allowed.

12.06 Grievance on Safety, etc.

An employee, or a group of employees, who is requested to work under unsafe or unhealthy conditions (including cases of sexual harassment or other forms of discrimination) shall have the right to file a grievance in the third step of the grievance procedure for preferred handling.

12.07 Replies in Writing

Replies to grievances stating reasons shall be in writing at all stages.

12.08 Facilities for Grievances

In order to facilitate an orderly and confidential investigation of grievances, the Employer shall make available the temporary use of a private office or similar facility. The Employer shall also supply the necessary facilities for the grievance meetings.

12.09 Mutually Agreed Changes

Any mutually agreed changes to this Collective Agreement shall form part of this Collective Agreement and are subject to the grievance and arbitration procedure.

12.10 Failure to Act within Time Limits

If the grievor or the Union fails to process a grievance to the next step in the grievance procedure within the time limits specified they shall not be deemed to have prejudiced their position in arbitration.

ARTICLE 13 - ARBITRATION PROCEDURE

13.01 Within fourteen (14) calendar days after receiving the Personnel Committee's reply and failing a satisfactory settlement, either party may refer the dispute to arbitration by giving notice to the other party in writing.

13.02 Both parties shall agree to the selection of a sole arbitrator within fourteen (14) calendar days following the matter being referred to arbitration.

13.03 In the event of a failure to agree upon the sole arbitrator, the parties **have agreed that the following arbitrators shall serve in rotation, namely:**

(a) **Keith LaBossiere**

(b) **Michael Werier**

(c) **Blair Graham**

(d) **John Korpesho**

13.04 The sole arbitrator 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.

13.05 The sole arbitrator shall determine his/her own procedures but shall provide full opportunity to all parties to present evidence and make representations. The sole arbitrator or Arbitration Board shall hear and determine the difference(s) or allegation(s) and render a decision within thirty (30) calendar days from the time it holds its final meeting.

13.06 The decision of the sole arbitrator shall be final and binding and enforceable on all parties and may not be changed.

13.07 Disagreement on Decision

Within seven (7) calendar days following receipt of the award, should the parties disagree as to the meaning of the decision of the Board or the sole arbitrator either party may apply to the Chairperson of the Board of Arbitration or sole arbitrator to reconvene. Within seven (7) calendar days the sole arbitrator or Board of Arbitration shall reconvene to clarify the decision.

13.08 Expenses of the Arbitrator

Each party shall pay one-half (½) the fees and expenses of the sole arbitrator.

13.09 Nothing in this Agreement shall preclude settlement of a grievance by mutual agreement in any manner whatsoever, without prejudice to their respective positions.

13.10 The time limits in the arbitration procedure may be extended by consent of the parties. The time limits in this Agreement are not mandatory but merely discretionary.

ARTICLE 14 - REPRIMAND, SUSPENSION AND DISMISSAL

14.01 Definition

For the purposes of this section “oral reprimand” shall be defined as an oral reprimand given by the Executive Director or his/her designated representative where a notation is made in the employee’s personnel file.

14.02 The value of progressive discipline with the aim of being corrective in application is recognized by both parties. Both parties agree that disciplinary measures should be appropriate to the cause and to the principles of progressive discipline and that only in exceptional cases will an employee be discharged without advance written notice. It is understood that, where appropriate, employees shall receive oral reprimands as the first step in the disciplinary process.

The Employer will send disciplinary correspondence to the affected employee with a copy to the Union designate and to the CUPE National Representative. In all cases, an employee will be allowed to provide written response to any discipline and such response shall form part of the personnel file.

Where considered necessary by the Employer, the Employer may suspend an employee, with pay, pending an investigation. It is agreed that such suspension shall not be considered disciplinary.

14.03 Right to Have Steward Present

An employee shall have the right to have his/her Steward present at any discussion with supervisory personnel which the employee believes might be the basis of disciplinary action. Where a supervisor intends to interview an employee for disciplinary purposes, the supervisor shall so notify the employee in advance of the purpose of the interview in order that the employee may contact his/her Steward to be present at the interview.

A Steward or local union officer shall have the right to consult with a CUPE Staff Representative and to have him/her present at any discussion with supervisory personnel which might be the basis of disciplinary action.

14.04 Personnel Records

An employee shall have the right at any time to have access to and review his/her personnel record.

Any disagreement as to the accuracy of information contained in the file may be subject to the grievance procedure and the eventual resolution thereof shall become part of the employee's record.

No evidence from the employee's record may be introduced as evidence in any hearing of which the employee was not aware at the time of filing.

An employee shall have the right to make copies of any material contained in his/her personnel record.

Any disciplinary letter or notation shall be removed from an employee's file after **one (1) year**, excluding time spent on unpaid leave of absences, if there are no further occurrences of the matter giving rise to it.

There shall only be one (1) personnel file kept for each employee, however, information that is deemed confidential in accordance with privacy legislation (i.e., medical information) must be kept in a secure location with restricted access.

14.05 Use of Demotion as Discipline

Demotion shall not be used as a disciplinary measure.

14.06 Crossing of Picket Lines During Strike

An employee covered by this Agreement shall have the right to refuse to cross a picket line or refuse to do the work of striking or locked out employees, or handle goods from an employer where a strike or lockout is in effect. Failure to cross such a picket line or to perform the work of striking or locked out employees or to handle goods from an employer where a strike or lockout is in effect by a member

of this Union shall not be considered a violation of this Agreement, nor shall it be grounds for disciplinary action, other than loss of wages for the period involved.

- 14.07 An employee shall only be disciplined or discharged for just cause. An employee who believes they have been unfairly disciplined or discharged shall have recourse to the grievance/arbitration procedure outlined in Articles 12 and 13.

ARTICLE 15 - SENIORITY

15.01 **Seniority Defined (Type of Seniority Unit)**

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. Seniority shall be used in determining preference or priority for promotion, demotion, layoff, permanent reduction of the work force and recall, as set out in other provisions of this Agreement, provided that the employee has the qualifications to perform the work in question. Seniority shall operate on a bargaining-unit-wide basis.

15.02 **Seniority List**

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 work on the same day, preference shall be in accordance with the date of application. An up-to-date seniority list shall be sent to the Union and posted on all bulletin boards in January of each year. **The list sent to the Union should also include members' names, addresses, phone numbers, and work email addresses.**

15.03 **Probation for Newly Hired Employees**

An employee shall be on probation only for the first one hundred and eighty (180) calendar days of his/her employment. During the probationary period, the employee shall be entitled to all rights and benefits of this Agreement except in the case of dismissal which the employer shall have sole discretion provided it is not done in an arbitrary or discriminatory manner. After completion of the probationary period, seniority shall be effective from the original date of employment. An extension of an additional ninety (90) days can be requested by the Employer at least fifteen (15) days prior to the original one hundred and eighty (180) days and is subject to the approval of the Union.

In assessing the discharge of a probationary employee, an arbitrator shall take into account whether the standards expected were reasonable, whether the employee was notified of them, and given a fair opportunity to demonstrate his/her ability, whether the employee was notified of deficiencies in his/her performance, and

given an opportunity to correct them, and whether the Employer's assessment of the employee was fair and reasonable.

- 15.04 Part-time and term employees shall, in accordance with their seniority have first right to any additional hours of work that may be available before any such hours are offered to any other persons.
- 15.05 Term employees shall accrue seniority for the purposes of promotion and/or bidding for permanent positions.
- 15.06 Seniority will determine the level of benefit entitlement of such benefits as vacation. Actual entitlement in any calendar year of benefits such as vacation and income protection is based strictly on regular paid hours including any period of:
- (a) paid leave of absence;
 - (b) paid income protection;
 - (c) unpaid leave of absences up to four (4) weeks. (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);
 - (d) Workers' Compensation up to one (1) year in that appropriate time period.
- 15.07 Seniority will terminate if an employee:
- (a) resigns in writing;
 - (b) is discharged for just cause and not reinstated under the grievance or arbitration procedure;
 - (c) is laid off and fails to report for duty as instructed except where a laid off employee is required to give notice to another Employer or where the laid off employee fails to report due to illness and such illness is substantiated by a medical certificate. An employee recalled to a different or dissimilar position shall have the right to refuse recall. Such refusal will not result in the termination of seniority and will not prejudice his/her right to recall in the future;
 - (d) is laid off for more than twenty-four (24) months;
 - (e) fails to report for work as scheduled at the end of a leave of absence or suspension, without a satisfactory explanation;
 - (f) is promoted or transferred out of the bargaining unit and has completed the trial period in the new position.

- 15.08 Seniority will continue to accrue if an employee:
- (a) is on any period of paid leave of absence;
 - (b) is on any period of paid income protection;
 - (c) is on any period of paid vacation;
 - (d) is on any period of unpaid leave of absence up to four (4) consecutive weeks;
 - (e) is on any period of full Workers' Compensation benefits;
 - (f) is on any period of approved unpaid leave of absence for Union purposes of up to one (1) year;
 - (g) is on maternity leave;
 - (h) is on an approved parental or adoption leave;
 - (i) is on Manitoba Public Insurance up to twenty-four (24) months.

- 15.09 Seniority will be retained but will not accrue if an employee:
- (a) is on unpaid leave of absence in excess of four (4) consecutive weeks;
 - (b) is absent on Workers' Compensation and in receipt of the total and permanent disability benefit established by Workers' Compensation;
 - (c) is laid off for less than twenty-four (24) months;
 - (d) is on the trial period of an out-of-scope position.

ARTICLE 16 - PROMOTIONS AND STAFF CHANGES

16.01 Job Postings

When the Employer decides to create a new position, or when a vacancy of a temporary or permanent nature occurs which the Employer decides to fill, which shall include the resignation of an incumbent, either inside or outside the bargaining unit, the Employer shall immediately notify the Union in writing and email the notice of the position to all employees and give them a minimum of one (1) week, so that all members will know about the vacancy or new position and to make application. **Alumni of the Pathways program may be included at the same time.** Positions shall be advertised within one (1) week of the Employer's

decision to create or fill a position. Positions outside the bargaining unit can be bulletined at the same time as the internal email is issued.

However, vacancies arising from normal retirement shall be posted sixty (60) days prior to the employee's normal retirement date, with notification to the Union.

16.02 Information in Postings

Such notice shall contain the following information:

Nature of position, qualifications, required knowledge and education, skills, shift, hours of work, wage or salary rate or range. Such qualifications and requirements shall be those necessary to perform the job function and may not be established in an arbitrary or discriminatory manner.

16.03 No Outside Advertising

No outside advertisement for any vacancy shall be placed until the applications of present union members have been fully processed.

16.04 Role of Seniority in Promotions

Both parties recognize:

- (a) the principle of job security within the service of the Employer;
- (b) that job opportunity should increase in proportion to length of service.

Therefore, promotions or changes involving part-time to full-time status or term to permanent status, appointment shall be made of the applicant with the greatest seniority and having the required qualifications in accordance with Article 16.02. Appointments from within the bargaining unit shall be made within three (3) weeks of posting. The job shall be filled within one (1) week of appointment.

16.05 Transfers and Assignment

The Union and the Employer agree that it is the right and obligation of the Employer to assign employees to work sites and projects within the scope of job classification and seniority provisions of the Collective Agreement. The Employer agrees not to transfer or re-assign employees unnecessarily and agrees to staff input and consultation prior to any transfer or re-assignment.

The parties agree that assignments will be made in accordance with the Employer's contractual and/or agreements with outside agencies and/or clients subject to the following conditions:

- (a) Requests for special assignment of C.E.D.A. staff shall be posted, and selection shall be in accordance with Article 16, except where the outside agency specifically requests and funds a particular C.E.D.A. employee for the position.
- (b) All agencies making requests for special assignments shall provide conditions of employment at least equal to those in effect in this Agreement.
- (c) All terms and conditions of special assignments shall be in written form and are subject to agreement of the Union and the Employer.
- (d) All employees on special assignment shall continue to be members of the bargaining unit and are covered by the terms and conditions of the Collective Agreement.

The Union and the Employer further agree that the membership of any hiring committee is a prerogative of management, provided there is compliance with Articles 15.01, 15.04 and 16.04 of this Agreement.

16.06 Trial Period

The successful applicant shall be notified within one (1) week following the end of the posting period. He/she shall be given a trial period of two (2) months, during which time he/she will receive the necessary training for the position. The Employer shall not curtail the trial period without just cause before it has run its full course. Conditional on satisfactory service, the employee shall be declared permanent after the period of two (2) months. In the event the successful applicant proves unsatisfactory in the position during the trial period, or if the employee is unable or unwilling to continue to perform the duties of the new job classification, he/she shall be returned to his/her former position, wage, or salary rate, without loss of seniority. Any other employee promoted or transferred because of the re-arrangement of positions shall also be returned to his/her former position, wage, or salary rate, without loss of seniority.

16.07 Notification to Employee and Union

Within seven (7) calendar days of the date of appointment to a vacant position, the name of the successful applicant shall be sent to each applicant and a copy posted on all bulletin boards. If requested the Employer shall provide a full written explanation and notification of any shortcomings in their qualifications to all senior applicants who have been denied promotion, or transfer. The Union shall be notified of all promotions, demotions, hirings, layoffs, transfers, recalls, resignations, retirements, deaths, or other terminations of employment.

ARTICLE 17 - LAYOFFS AND RECALLS

17.01 Definition of Layoff

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 Role of Seniority in Layoffs

Both parties recognize that job security shall increase in proportion to length of service. Therefore, in the event of a layoff, employees shall be laid off in the reverse order of their bargaining unit-wide seniority. An employee about to be laid off may bump any employee with less seniority, providing the employee exercising the right is qualified to perform the work of the employee with less seniority. The right to bump shall include the right to bump up.

17.03 Recall Procedure

Employees shall be recalled in the order of their seniority. An employee who is to be recalled shall be notified by registered mail of their recall date.

17.04 No New Employees

New employees shall not be hired until those laid off have been given an opportunity of recall.

17.05 Advance Notice of Layoff

Unless legislation is more favourable to the employees, the Employer shall notify employees who are to be laid off thirty (30) calendar days prior to the effective date of layoff. The Employer commits to providing as much advance notice as possible to all staff and to maintain an open dialogue during this process. If the employee has not had the opportunity to work the days as provided in this Article, he/she shall be paid for the days for which work was not made available.

17.06 Grievance on Layoffs and Recalls

Grievances concerning layoffs and recalls shall be initiated at Step 3 of the Grievance Procedure.

17.07 Leave to Attend to Personnel Matters

When an employee is to be laid off, he/she shall be allowed two (2) hours off during his/her last shift in order to attend any personnel or pay related matters not yet settled.

ARTICLE 18 - HOURS OF WORK

18.01 (a) The hours of work on average shall be seven (7) hours per day, thirty-five (35) hours per week within five (5) consecutive days.

(b) **Daily Breaks**

Employees are entitled to a one (1) hour unpaid meal break. In addition, employees are entitled to paid rest periods of fifteen (15) minutes twice (2) a day as part of their working hours. Rest breaks and meal breaks are not to be used to extend or shorten the work day unless prior approval is obtained from their supervisor.

18.02 **Flextime**

A “flex” time approach to daily work is recognized by the Employer and the Union. Employees may start and finish at flexible hours to match their schedule. Work hours are to be recorded in a format designated by the Employer, and banked flextime taken back will be done with mutual agreement of the Employer.

It is recognized and understood the employees will work on occasion hours of work outside those noted in Article 18.01. It is further understood that this flextime approach is by joint agreement by the employee and the Employer. The Union has the sole right to terminate this flexible hours of work arrangement if there is any excessive irregular hours scheduled.

If at any stage there is a perceived problem with flextime, the parties will meet to try and resolve the problem.

The maximum hours that can be accumulated by full-time employees are seventy (70) hours and prorated for part-time employees (i.e., half-time employee would accumulate a maximum of thirty-five [35] hours). **Unused flextime hours accrued in a calendar year may be carried forward to the end of the fiscal year.**

18.03 **Evening/Weekend Hours**

No employee shall be required to work more than twenty (20) hours a week on evenings or weekends. For further clarification, an evening shift is defined as all hours worked between 5:00 p.m. and 11:59 p.m. No employee shall be required to work on two (2) consecutive weekends except by mutual agreement between the employee and Employer.

Notwithstanding the above paragraph, C.E.D.A. may hire part-time and casual employees and inform them at time of hire that they may be scheduled to work on consecutive weekends.

C.E.D.A. will give employees no less than one (1) week's notice of a weekend shift.

18.04 Union Meeting

Once per month, employees shall be allowed an extra hour paid lunch period for the purpose of attending a Union meeting.

ARTICLE 19 - OVERTIME

19.01 Overtime Defined

All time worked which is authorized by the Employer beyond the normal work day or weekly period (as specified in Article 18.01 - Hours of Work) shall be considered as overtime. Normally advanced authorization shall be required.

19.02 Overtime shall be paid at one and one-half times (1½ x) the hourly rate. Employees may bank overtime and it will be compensated by granting time off at overtime rates (1½ times regular rate) and shall be taken at time mutually agreed to by the Employer and the employee.

19.03 Pay for Work Scheduled on a Holiday

An employee who is scheduled to work shall be paid at the rate of time and one-half (1½) plus their regular pay or another two and one-half (2½) days off with pay in lieu of holiday pay, at a time mutually agreed upon by the employee and the Employer.

ARTICLE 20 - HOLIDAYS

20.01 (a) The Employer and the Union recognize the following as paid holidays:

- | | |
|--|---|
| New Year's Day | Labour Day |
| Louis Riel Day | National Day for Truth and |
| Good Friday | Reconciliation (September 30th) |
| Victoria Day | Thanksgiving Day |
| National Aboriginal Day (June 21 st) | Remembrance Day |
| Canada Day | Christmas Day |
| Terry Fox Day | Boxing Day |

International Women's Day (will be used as a floating holiday)

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

Each staff member may select one (1) additional non-statutory holiday from the following:

Easter Monday
Indigenous Veterans Day (November 8th)

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.

- (b) One-half (½) day shall be granted on the employee's last normal working day immediately preceding Christmas Day and one-half (½) day preceding New Year's Day.
- (c) As an alternative to three (3) days at Christmas as scheduled by the Employer an employee who is a follower of a non-Christian religion may schedule, in lieu of three (3) days at Christmas, up to three (3) days at other times for recognized religious and/or cultural holiday observance purposes consistent with his/her bona fide religious and/or cultural practices. Such employee must give the Employer written notice at least one (1) month in advance of his/her request to take such a holiday for religious and/or cultural observance purposes. It is understood, however, that the Employer retains the right to decide which of its programs shall continue to operate during Christmas holidays (as well as other times) and to schedule and reassign employees to perform such work as is required and available.
- (d) International Women's Day

In order to qualify for the International Women's Day paid holiday, the employee must be hired or returned to work prior to March 8th of each year. If an employee is hired or returned to work post March 8th of each year, they will not qualify for the International Women's Day paid holiday in the existing calendar year.

20.02

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 a day's pay or another day off with pay at a time mutually agreed upon by the employee and the Employer.

ARTICLE 21 - VACATIONS

21.01 Employees shall earn vacation on the following bases:

First and second years of employment - one and two-thirds ($1\frac{2}{3}$) days per month (twenty [20] days per year)

Third and fourth years of employment - two and one-twelfth ($2\frac{1}{12}$) days per month (twenty-five [25] days per year)

In the fifth and subsequent years of employment - two and one-half ($2\frac{1}{2}$) days per month (thirty [30] days per year)

21.02 The vacation year shall be determined as at the employee's seniority date.

Vacation schedules shall be posted by May 1st of each year and shall not be changed without the consent of the affected employees. Vacations shall commence immediately following an employee's regularly scheduled days off. No employee will be obliged to schedule vacation that is not agreeable to him/herself. All employees shall have the right to take up to four (4) weeks' vacation in July or August. The Employer shall advise employees regarding their application for scheduled vacation within one (1) week of receipt of the application.

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.

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.

21.06 Vacation Pay on Termination

An employee terminating his/her employment at any time in his/her vacation year, before he/she has had his/her 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 any unbroken period, unless otherwise mutually agreed between the employee and the Employer.

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. Where an employee qualifies for sick leave, bereavement, or any other approved paid leave during his/her period of vacation, there shall be no deduction from vacation credits for such absence. The period of vacation so displaced shall either

be added to the vacation period or reinstated for use at a later date, at the employee's option.

- 21.09 An employee called in by his/her supervisor or supervisors designate during their vacation shall be paid at double time (2 x) their normal rate of pay.

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, exposed to a contagious disease, or under examination or treatment of a physician, chiropractor, or dentist, or because of an accident for which compensation is not payable under the *Workers' Compensation Act*.

22.02 Amount of Paid Sick Leave

Sick leave shall be earned at the rate of one and one-quarter (1¼) days for every month an employee is employed.

22.03 Accumulation of Sick Leave

The unused portion of an employee's sick leave shall accrue to a total of seventy-five (75) days.

22.04 Illness in the Family

Where no one other than the employee can, without cost, provide for the needs during illness of an immediate member of his/her family or parent, or person who has the employee as the primary caregiver. An employee shall be entitled to use accumulated sick leave for this purpose.

22.05 Deductions from Sick Leave

A deduction shall be made from accumulated sick leave of all normal working days (exclusive of holidays) absent for sick leave. Sick leave will be deducted for each hour absent for sick leave as recorded in employee time sheets.

Absence on account of illness or appointment with a medical practitioner for two (2) hours or less shall not be deducted, shall be used on a once per month basis, non-cumulatively up to a maximum of fifteen (15) hours per year. Any unused hours cannot be carried over to the following year. Employees are encouraged to make every effort to schedule medical appointments during non-work hours.

22.06

Proof of Illness

- (a) An employee may be required to produce a certificate from a medical practitioner for any illness or injury in excess of five (5) working days, certifying that he/she was unable to carry out his/her duties due to illness or injury.
- (b) An employee may be required to produce a certificate from a medical practitioner for any illness of less than five (5) working days, certifying that the employee was unable to carry out their duties due to illness or injury if the employee is involved with the C.E.D.A. Attendance Management Program.
- (c) **An employee shall be required to produce a certificate from a medical practitioner in the event of illness or injury where accommodated work conditions and/or clearance to return to work may be required. CEDA will reimburse the cost of the medical certificates.**

22.07

Sick Leave during Leave of Absence and Layoff

Sick leave credits will not be accrued while an employee is on an unpaid leave of absence or on a paid leave of absence for more than two (2) months in duration. There will be no cash out of unused sick leave for employees when they leave the agency due to a layoff, termination, or resignation.

22.08

Extension of Sick Leave

An employee with more than one (1) year of service who has exhausted his/her sick leave credits may be allowed an extension of his/her sick leave to a maximum of fifteen (15) working days. Upon return to duty, the employee shall repay the extension of sick leave in full at the rate of one-half ($\frac{1}{2}$) of the monthly accumulation. No employee shall have his/her services terminated by virtue of having exhausted his/her sick leave credits. Such requests will not be unreasonably denied.

22.09

Local Union Sick Leave Bank

The Employer shall provide one-quarter ($\frac{1}{4}$) day sick leave per employee per month to a maximum of nine hundred and ten (910) hours which shall be credited to the Union Sick Leave Bank Committee. By withdrawal from the Sick Leave Bank, the Committee shall grant sick leave with pay to an employee who, through a prolonged illness, has exhausted his/her own sick leave credits. The contributions shall commence again any time the accumulated total in the Local Union Sick Leave Bank drops below nine hundred and ten (910) hours. The parties will jointly develop guidelines that the Union Sick Bank Committee will use to determine eligibility to the Sick Leave Bank.

22.10 Sick Leave Records

Immediately after the close of each calendar year, the Employer shall advise each employee in writing of the amount of sick leave accrued to his/her credit.

22.11 Wellness Days

All employees will be entitled to **three (3)** wellness days per year to be taken at the employee's complete discretion. Absences for wellness days are not required to meet the standards for illness established elsewhere but at least twenty-four (24) hours' notification is required. Wellness days shall not be taken consecutively. No more than two (2) employees may be off on a wellness day leave at the same time.

ARTICLE 23 - LEAVE OF ABSENCE

23.01 Leave of Absence for Union Functions

Upon request to the Employer, an employee elected or appointed to represent the Union at Conventions, conferences, committees, educational or seminars shall be allowed leave of absence without pay for up to fifteen (15) days throughout the calendar year, providing a minimum of two (2) weeks' notice has been given. Any additional leave of absence for the above-mentioned purpose must be approved by the Employer for each employee exceeding the fifteen (15) days. The Union will reimburse the Employer, upon being invoiced, for any leave under this provision.

Leaves of absence for Union functions will be limited to one (1) employee off at the same time during the period of the first week of January to the first week of February inclusive and the first week of May to the second week of June inclusive. The Employer may approve additional employees to be off at the same time in the time frames set out in this paragraph.

Employees on leave of absence for Union leave shall continue to accrue seniority and all benefits during such leave.

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

- (a) A written notice requesting a leave of absence of less than three (3) months must be given to the Employer at least three (3) weeks prior to the date of the requested leave. Where a leave of absence of more than three (3) months is requested, one (1) month's written notice is required. Lesser notice will be considered by the Employer, and if possible, the requested leave will be accommodated notwithstanding the lesser notice.

- (b) The Employer and the Union recognize that the agency as an organization does not participate in federal, provincial, and municipal election campaigns. Individual employees participate in federal, provincial, and municipal election campaigns on their own personal time.
- (c) The Employer and the Union recognize the importance of preserving the credibility of the organization during election campaigns within the communities served by the agency.

The Employer and the Union recognize the importance that employees not become or perceive to become in role conflicts with residents in communities served by the agency during election campaigns.

The Employer and the Union recognize the importance of employees who are not candidates not doing door to door election canvassing in federal, provincial, and municipal election campaigns in the local neighbourhood catchment areas where the employee works as a community development worker for the agency.

- (d) The Employer recognizes the right of an employee to participate in public affairs. Therefore, upon written request, the Employer will allow leave of absence without pay, vacation or accumulated flextime but without loss of seniority so that the employee may be a candidate in federal, provincial, and municipal elections.
- (e) An employee who is a candidate in a federal, provincial, and municipal election will take either a leave of absence, vacation time, accumulated flextime, commencing:
 - (i) on the day the writ for the election is issued for a federal or provincial general election or by-election, or;
 - (ii) on the official closing day for nominations for municipal elections.
- (f) An employee who is elected to public office shall be allowed a leave of absence without loss of seniority during his/her term of office.
- (g) The Employer will formally contact the groups that an employee is working with in order to inform the community groups of the leave of absence that the employee has taken in order to be a candidate in a federal, provincial, or municipal election.
- (h) An employee who is elected or selected for a full-time position with the Union, or any body with which the Union is affiliated, shall be granted leave of absence without loss of seniority for a period of up to two (2)

years. Such leave may be renewed biannually, by mutual consent of the Union and the Employer.

- (i) An employee must work for the organization for two (2) years in order to be eligible to take an unpaid leave of absence for full-time union or public duties.

23.03 Paid Bereavement Leave

- (a) An employee shall be granted five (5) regularly scheduled days' leave without loss of pay or benefits, in the case of the death of a parent, spouse, common-law spouse, partner, sibling, fiancé, child, mother-in-law, father-in-law, sister-in-law, brother-in-law, son-in-law, daughter-in-law, grandparents, grandchild, niece, nephew, former guardian or ward, or any other relative in the household or any other relative for whom the employee has bereavement responsibilities.
- (b) Where the burial occurs outside the province, such leave shall also include reasonable travel time not to exceed five (5) days.
- (c) Mourners' Leave

One (1) day leave shall be granted without loss of salary, wages, or benefits to attend as a pallbearer or mourner.

Additional leave may be granted upon application to the Employer.

23.04 Jury/Witness 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.

23.05 Maternity/Parental Leave

- (a) Length of Leave

Leave shall cover a period up to seventeen (17) weeks for maternity and up to thirty-seven (37) weeks in the case of standard parental leave or up to sixty-three (63) weeks in the case of extended parental leave. During this period, full seniority shall accumulate, and all benefits shall be paid by the Employer. An employee may elect to use Plan A or Plan B within clause 23.06.

(b) Seniority Status during Maternity Leave

While on maternity leave an employee shall retain her full employment status and rights and shall accumulate all benefits under this Collective Agreement. The length of seniority will determine the benefit entitlement in any one (1) year which shall include maternity and parental leave. Actual accrual of vacation and sick leave is based strictly on paid hours in any given year.

(c) Employer Payment of Employee Benefits during Maternity Leave

During the period of maternity leave, the Employer shall continue to pay the group life, pension, and other benefits of this Agreement.

(d) Procedure upon Return from Maternity Leave

When an employee decides to return to work, after maternity leave, she shall provide the Employer with at least two (2) weeks' notice. On return from maternity leave, the employee shall be placed in his/her former position. If the former position no longer exists, she shall be placed in a position of equal rank and value at the same rate of pay.

23.06

(a) Plan A

In order to qualify for Plan A, a pregnant employee must:

- (i) have completed seven (7) continuous months of employment with the Agency;
- (ii) submit to the Employer an application in writing for leave under Plan A 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
- (iii) provide the Employer with a certificate of a duly qualified medical practitioner certifying that she is pregnant and specifying the estimated date of her delivery.

(b) An employee who qualifies is entitled to and shall be granted maternity leave without pay for up to seventeen (17) weeks and up to thirty-seven (37) weeks in the case of standard parental leave or up to sixty-three (63) weeks in the case of extended parental leave.

(c) The provisions of the *Employment Standards Code* respecting maternity leave shall apply "mutatis mutandis".

- (d) (i) For the first week (EI waiting period) an employee shall receive ninety-five percent (95%) of their weekly rate of pay.
- (ii) Should the employee not return to work, following her maternity leave, she shall reimburse the Employer for the entitlement allowed under subsection (i) above.

(e) **Plan B**

Effective the latter of:

- (i) the monthly pay period following the date of signing, or
 - (ii) the date a Supplementary Employment Benefit Plan (SUB) is approved for implementation by the Canada Employment and Immigration Commission (CEIC) and limited to maternity leaves commencing on or after that date, the provisions of Plan B will come into effect.
 - (iii) These benefits will be made as stipulated in a SUB Plan provided to the Commission.
- (f) In order to qualify for Plan B a pregnant employee must:
- (i) have completed twelve (12) continuous months of employment with the Employer;
 - (ii) submit to the Employer an application in writing, for leave under Plan B 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;
 - (iii) provide the Employer with a certificate of a duly qualified medical practitioner certifying that she is pregnant and specifying the estimated date of her delivery;
 - (iv) provide the Employer with proof that she has applied for Employment Insurance maternity leave benefits and that the CEIC has agreed that the employee has qualified for, is entitled to and in receipt of, such Employment Insurance benefits pursuant to Section 18, *Employment Insurance Act*.
- (g) An applicant for maternity and parental leave under Plan B must sign an agreement with the Employer providing that:

- (i) she will return to work and remain in the employ of the Employer on a full-time basis for at least six (6) months following her return to work, and
 - (ii) she will return to work on the date of the expiry of her maternity leave unless this date is modified by the Employer, and
 - (iii) should she fail to return to work as provided under (a) and/or (b), she is indebted to the Employer for the full amount of pay received from the Employer as a maternity allowance during her entire period of maternity leave.
- (h) An employee who qualifies is entitled to a maternity leave consisting of:
 - (i) a period not exceeding seventeen (17) weeks if delivery occurs on or before the date of delivery specified in the certificate mentioned in Section (f) (iii), or
 - (ii) a period of seventeen (17) weeks plus an additional period equal to the period between the date of delivery specified in the certificate mentioned in Section (f) (iii) and the actual date of delivery, if delivery occurs after the date mentioned in that certificate;
 - (iii) an additional period for up to the maximum period allowed for additional parental leave under the *Employment Insurance Act*.
 - (iv) the Employer may vary the length of maternity leave upon proper certification by the attending physician.
- (i) During the period of maternity leave, an employee who qualifies is entitled to a maternity leave allowance in accordance with the SUB plan as follows:
 - (i) for the first week (EI waiting period) an employee shall receive ninety-three percent (93%) of her weekly rate of pay.
 - (ii) for up to a maximum of fifteen (15) additional weeks, payments equivalent to the difference between the weekly rate of Employment Insurance benefits the employee is eligible to receive a thirty percent (30%) supplement based on their weekly rate of pay.
 - (iii) all other time as may be provided under Section 23.06 shall be on a leave without pay basis.

- (j) (i) **Plan B does not apply to term or part-time employees.**
- (ii) **During the period of leave, sick leave and vacation benefits will not accrue.**
- (iii) **Sections 34 (1.1) through 34 (1.9) inclusive of the *Employment Standards Code* respecting maternity leave shall apply “mutatis mutandis”.**

23.07

Parental Leave

Every employee:

- (a) **who has completed seven (7) consecutive months of employment with the Agency;**
- (b) **who submits to the Employer an application in writing for leave at least four (4) weeks before the day specified by him/her in the application as the day which he/she intends to commence such leave;**
- (c) **who provides the Employer with a certificate from a duly qualified medical practitioner certifying the pregnancy (of the employee’s spouse) and specifying the estimated date of delivery or;**
- (d) **who provides the Employer with a document from a duly qualified lawyer or authorized adoption agency representing the intention to adopt and the intended date of receiving the child/children is entitled to one (1) of the following:**
 - (i) **Leave according to the provisions of the Employment Insurance Act. The employee shall be entitled to payments equivalent to the difference between the EI benefits and a twenty-five percent (25%) supplement based on their weekly rate of pay.**
 - (ii) **Any employee who qualifies under 23.07 and does not elect to use the provisions allowable under 23.07 shall be entitled to three (3) days parental/adoption leave without loss of salary or benefits.**
 - (iii) **Any employee who qualifies under 23.07 may also elect to take a parental/adoption leave without pay of up to one (1) year.**

All of the above leaves shall commence no earlier than eleven (11) weeks preceding the date specified in the certificate/document mentioned in clauses [23.07 (c) and (d)]. The total amount of leave taken under 23.07 shall not exceed the maximum period allowed under the Employment Insurance Act.

(e) **Maternity/Parental Leave Supplement Fund**

- (i) C.E.D.A. will set up an account where the monies for the maternity/parental leave supplement fund will be deposited and maintained. This account shall only be used to supplement maternity/parental leave for employees who qualify in accordance with the Collective Agreement (Articles 23.05 to 23.07).
- (ii) C.E.D.A. will provide the Union with a yearly (March of each year) accounting of the monies deposited and withdrawn from the above noted account.
- (iii) C.E.D.A. will deposit at the beginning of March of each year \$7,500 (\$3,750 in 2013) in the maternity/parental leave supplement account.
- (iv) When an employee applies for maternity/parental leave and they qualify for the supplement in accordance with the Collective Agreement, C.E.D.A. will pay the supplement from the fund.
- (v) In the event that the fund is exhausted because of use, C.E.D.A. will continue to pay any employee on or about to go on maternity/parental leave the supplement.
- (vi) It is further understood that the maternity/parental leave supplement fund will reimburse C.E.D.A. for any supplement benefits that they pay outside of the fund.

23.08 Any employee whose child, either natural or adoptive, becomes a parent through birth or adoption shall be entitled to up to three (3) days off a year without loss of salary or benefits.

23.09 **General Leave**

An employee must work for the organization for two (2) years in order to be eligible to take an unpaid leave of absence for the purpose of pursuing personal goals, training, travel, alternate employment or for good and sufficient cause.

An employee shall be entitled to a leave of absence of up to one (1) year without pay and without loss of seniority when he/she requests such leave for the purpose of pursuing personal goals, training, travel, alternate employment or for good and sufficient cause. Such requests shall be in writing and approved by the Employer. Such approval shall not be unreasonably withheld. Such one (1) year leave may be subject to renewal upon mutual agreement of the parties for a maximum of two (2) additional years.

Written notice requesting a leave of absence of one (1) year must be given to the Employer at least three (3) months prior to the date of the requested leave. Intent to return to work must be verified in writing at least three (3) months prior to proposed date of return. Lesser notices may be considered by the Employer, and if possible, the requested leave may be accommodated notwithstanding the lesser notice.

23.10 Education Leave

An education leave of up to one (1) year without pay may be granted to an employee for purposes of enhancing their professional skills/training/education. Employees would be eligible for educational leave after completing two (2) years with the Agency. Any employee taking an educational leave will have a position guaranteed on his/her return from leave. Written notices requesting 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 planned return date. Such leave shall not be unreasonably withheld. A letter of intent outlining the Agency's expectations of the employee shall be drafted in the granting of such leaves.

23.11 Return to Same Position

All employees granted leave of absence as noted in Articles 23.01 to 23.10 inclusive shall return to the same position they occupied at the start of the leave.

- 23.12**
- (a) Any employee who is on a leave of absence subsidized by the Employer, i.e., maternity leave or parental leave/adoption leave shall receive full payment of employee benefits 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 willing to pay the full costs of such benefits.

23.13 Foster Child

Any employee who fosters a child shall be granted three (3) days paid time to orientate child to home, with a maximum of five (5) days a year.

23.14 Compassionate Care Leave

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

- (a) An employee must have completed thirty (30) days employment as of the intended date of leave unless otherwise agreed to by the Employer;

- (b) An employee must apply in writing at least one (1) week 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 totalling no more than **twenty-eight (28) weeks**, which must end no later than **twenty-six (26) weeks** after the day the first period of leave began;
- (d) This leave is intended to enable an employee to provide care or support to 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 and support of one (1) or more family members.
- (f) An employee may end their compassionate leave earlier than **eight (8) weeks** by giving the Employer **forty-eight (48) hours'** notice;
- (g) At the end of an employee's leave under this Article, the Employer shall reinstate the employee to the position the employee occupied when the leave began;
- (h) Seniority shall accrue during any period of leave under this Article; and
- (i) Notwithstanding the notice outlined in (f), if the death of a family member occurs during the compassionate care leave, the employee shall revert to bereavement leave as outlined in the Collective Agreement.

23.15

Self-Funded Leave Plan

For the first four (4) years of the Plan, an employee would be paid eighty percent (80%) of their earnings. In the fifth (5th) year, the employee could take a leave of absence and C.E.D.A. would pay the eighty percent (80%) which was set aside for the employee from the preceding four (4) years (20% x 4 years).

The deadline for applying is February 28th for a Self-Funded Leave Plan starting in September.

23.16 **Interpersonal Violence**

The Employer recognizes that employees sometimes face situations of violence or abuse in their personal lives that may affect their attendance or performance at work. For that reason, the Employer agrees that an employee who is in an abusive or violent situation will not be subject to discipline if the absence or performance issue can be linked to the abusive or violent situation.

An employee who is a victim of **interpersonal violence** or abuse, or has **dependants who are victims of interpersonal violence**, and has been employed for at least ninety (90) days is entitled to the following periods of **interpersonal violence leave** in each fifty-two (52) week period:

- (a) Unpaid leave of up to ten (10) days, which the employee may choose to take intermittently or in one (1) continuous period;
- (b) Unpaid leave of up to seventeen (17) weeks to be taken in one (1) continuous period;
- (c) Up to five (5) of these days could be paid leave that the employee notifies the Employer which days, if any, are to be paid leave.

An Employer must maintain confidentiality in respect to all matters related to an employee's leave under this clause. The Employer will not disclose any information relating to the leave to anyone except when another employee requires the information to carry out their duties, or is required by law, or with the consent of the concerned employee.

The parties understand domestic violence can affect all workers in a workplace and will work together to ensure all workers' safety should such a disclosure occur. The parties agree to meet to discuss safety planning at the workplace for the individual and for the staff as a whole. The parties agree a support or resource person may be present at such meetings. All information will be treated as confidential and shall only be shared as agreed.

ARTICLE 24 - JOB CLASSIFICATION/RECLASSIFICATION

24.01 **Job Description**

The Employer agrees to supply job descriptions for all positions and classifications for which the Union is bargaining agent. These descriptions shall be presented to the Union. The Union has the right to object to alteration of an existing job description within thirty (30) days as per Article 24.03 (b).

24.02 Changes in Classifications

When the Employer establishes or proposes to establish a new classification, or if there is a substantial change in the job content of an existing classification falling 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 or revised classification falls within the bargaining unit may be referred to the Labour Board for determination. The application of this clause shall not be deemed to constitute the reopening of this Agreement.

24.03 Changes to Existing Job Descriptions

- (a) An employee directly affected by a change in job description shall be consulted vis-à-vis changes in the job description.
- (b) Upon application by either the Union or the Employer changes in the job description may be referred to the Labour Management Committee for consultation.

ARTICLE 25 - EMPLOYEE BENEFITS

25.01 The Labour Management Committee shall maintain and review the benefit plans. The Employer shall pay one hundred percent (100%) of the cost of the following benefits:

- (a) Group Life and Accidental Death and Dismemberment Insurance;
- (b) Dependent Life;
- (c) Dental Plan;
- (d) Extended Health Care.

25.02 The Employer and the employee shall each pay fifty percent (50%) of the cost of the following plans:

- (a) Community Agencies Benefits Pension Plan;
- (b) Great West Life Employee Assistance Plan to a maximum of four dollars and seventy cents (\$4.70) per month per employee and a matching amount per employee from the Employer.

25.03 The employee shall pay one hundred percent (100%) of the cost of the following benefits:

- (a) Long Term Disability.

ARTICLE 26 - TERMINATIONS

26.01 An employee may terminate his/her employment with C.E.D.A. by giving two (2) weeks' written notice.

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.

26.02 Employment may be terminated with lesser notice than outlined in Article 26.01 or without notice.

- (a) by mutual agreement between the Employer and the employee, or:
- (b) in the event that the employee is dismissed for just cause as outlined in Article 14.07.

26.03 The Employer will make available, within five (5) calendar 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 Boards

The Employer shall provide at least one (1) bulletin board which shall be placed so that all employees will have access to it (them) 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 Union Solidarity Fund

The Employer agrees to make a matching fifty dollar (\$50) per annum contribution to CUPE's Solidarity Fund.

27.03 The parties agree in principle to the concept of employment rights for employees. In that regard the Board of Directors will give their best efforts to ensure adequate funding for the Agency to ensure that no employees shall be laid off from their employment.

In the event that any of C.E.D.A.'s clients undertake to do work on their own that has previously been contracted from C.E.D.A., the Board of Directors will give their best efforts to ensure that C.E.D.A. employees are given priority consideration for employment with these clients.

27.04 Equal Coverage for All Employees

The parties agree in principle to the concept that all employees should benefit equally from the provisions of the Collective Agreement.

Therefore, in the event that any employee or group of employees may be excluded from any of the normal provisions of the Collective Agreement, alternate measures shall be pursued to ensure equal coverage for all employees.

27.05 Cell Phone

All staff who require a cell phone to perform their job shall receive an Employer provided cell phone.

ARTICLE 28 - JOB SECURITY

28.01 Present Conditions and Benefits

Working conditions which employees now enjoy, receive, or possess, as employees of the Employer shall continue to be enjoyed and possessed insofar as they are consistent with this Agreement but may be modified by mutual agreement between the Employer and the Union.

28.02 Job Security

In order to provide job security for the members of the bargaining unit, the Employer agrees that all work or services performed by the employees shall not be subcontracted, transferred, leased, assigned, or conveyed, in whole or in part, to any other plant, person, company or non-unit employee.

28.03 Indemnification

The Employer shall indemnify and save harmless all employees from any damages or costs awarded against them and from any expenses incurred by them as a result of any civil action or proceeding, arising from any acts or omissions which occurred during or arose out of the performance of their duties, including a duty imposed by any statute. This indemnification shall include the paying of any sum required and any expenses incurred in the settlement of such action or proceeding.

The Employer shall reimburse an employee for reasonable expenses incurred if criminal proceedings arise from any acts or omissions which occurred during or arose out of the performance of his/her duties, including a duty imposed by statute, provided the employee is not convicted of the criminal offence.

Indemnification or any coverage under this Article shall not apply in circumstances where an employee engages in intentional misconduct or acts in a way which is grossly negligent or illegal.

28.04 Continuation of Acquired Rights

All provisions of this agreement are subject to applicable laws now or hereafter in effect. If any law now existing or hereafter enacted, or proclamation or regulation shall invalidate or disallow any portion of this agreement, the entire agreement shall not be invalidated and the existing rights, privileges and obligations of the parties shall remain in existence. In such an event this agreement shall be re-opened for negotiation. If there is no agreement between the parties on this issue, the matter shall be resolved by arbitration.

28.05 Amalgamation, Regionalization and Merger Protection

In the event the Employer merges or amalgamates with any other body, the Employer undertakes to ensure that:

- (a) Employees shall be credited with all seniority rights with the new Employer.
- (b) All service credits relating to vacation with pay, sick leave credits and other benefits shall be recognized by the new Employer.
- (c) All work and services presently performed by members of the Canadian Union of Public Employees shall continue to be performed by CUPE members with the new Employer.
- (d) Conditions of employment and wage rates for the new Employer shall be equal to the best provisions in effect with the merging Employers.
- (e) No employee shall suffer a loss of employment as a result of a merger.
- (f) Preference in location of employment in the merged municipality shall be on the basis of seniority.

28.06 Portability of Service

When an employee of the Employer transfers to another Employer within the province, where possible, the Employer shall place with the new Employer the employee's pension.

A new employee who commences employment and successfully completes the probationary period shall be able to bring their pension into the Employer's pension plan, if possible.

ARTICLE 29 - TECHNOLOGICAL CHANGE

29.01 Technological change shall mean the introduction by an employer into his/her work, undertaking or business of equipment or material of a different nature or kind than that previously used by him/her in the operation of the work, undertaking or business, and a change in the manner in which the Employer carries on the work, undertaking or business that is directly related to the introduction of that equipment or material.

29.02 In the event of a technological change which will displace or affect the classification of employees in the bargaining unit:

- (a) The Employer shall notify the Union at least one hundred and twenty (120) days before the introduction of any technological change with a detailed description of the project it intends to carry out disclosing all foreseeable effects and repercussions on employees.
- (b) The negotiation of the effects of technological change will take place not later than ninety (90) days prior to the intended date of implementation.
- (c) If the Union and the Employer fail to agree upon measures to protect the employees from any adverse effects, the matter may be referred by either party to arbitration as provided for under the terms of the Agreement.

29.03 No full-time or part-time employees with more than three (3) years' service shall be dismissed or have his/her regular hours reduced by the Employer solely because of technological change.

29.04 An employee whose job is changed or who is displaced from his/her job solely by virtue of technological change will suffer no reduction in normal hourly wage rates.

29.05 Where new or greater skills are required than are already possessed by affected employees under the present methods of operation, such employees shall, at the

expense of the Employer, be given a training period during which they may acquire the skills necessitated by the new method of operation.

There shall be no reduction in the hourly wage rates during the training period of any such employee and no reduction in the hourly wage rate upon being reclassified in the new position.

ARTICLE 30 - PAYMENT OF WAGES AND ALLOWANCES

30.01 Pay Periods

Pay periods shall be biweekly. A deduction sheet shall be included with each paycheck. Employees shall be paid in accordance with Schedule "A" attached to and forming part of this Collective Agreement.

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 his/her new classification which will provide an immediate increase of salary.

30.03 Pay on Temporary Transfers, Higher Job Rates

When an employee temporarily is assigned by the Employer to perform for a period in excess of two (2) days, principle duties of a higher paying position, he/she shall receive the rate for the job. When an employee temporarily relieves in or performs the principle duties of a higher paying position for which a salary range has been established, he/she shall receive the rate in the higher salary range that provides an immediate increase in wages.

The employee shall qualify for any pay increments based on his/her length of service in his/her temporary assignment. Where the higher position is outside the bargaining unit, she shall receive the rate of pay of the position filled. The employee shall be deemed to be covered by this Collective Agreement during the period of temporary transfer. This Article may be modified by mutual consent between the employee and Employer.

30.04 Payment on Transfer Lower Rated Job

When an employee is temporarily assigned to a position paying a lower rate, his/her rate shall not be reduced.

30.05 Vacation Pay

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

30.06 Expenses

Employees shall be reimbursed for reasonable, necessary expenses incurred in the performance of their duties as documented by receipt and/or written declaration. **Employees shall make a good faith effort to confirm approval prior to purchase.** All employees shall be paid a transportation allowance of one hundred dollars (\$100) per month.

30.07 Increments

- (a) All new employees shall begin at the first increment level in their classification.
- (b) The anniversary date for increments will be the actual date of employment or the date at which the employee is reassigned at a higher level, pursuant to Article 30.02.

ARTICLE 31 - APPOINTMENTS TO THE BOARD OF DIRECTORS

The parties agree that:

31.01 The members of the Union who are employees of the Employer shall elect one (1) of their number to serve on the Board of Directors with full rights and privileges.

The Union shall elect an alternate member of the Union from their number to serve on the Board of Directors with full rights and privileges to represent the elected employee member in the event that the elected employee member is unable to attend a Board of Directors meeting.

31.02 Employee members of the Board of Directors of the Community Education Development Association (C.E.D.A.) who are members of CUPE Local 2348 shall not take part in matters relating to collective bargaining at meetings of the Board and shall absent themselves from such discussions when they arise at meetings of the Board of Directors.

ARTICLE 32 - TERM OF AGREEMENT

- 32.01 (a) This Agreement shall be binding and in effect from January 1, 2022 to December 31, 2024, 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 Should the parties fail to conclude a new contract prior to the expiry date of this Agreement, all provisions herein contained shall remain in full force until a new agreement has been reached or until the date on which the Union takes strike action or the Employer institutes a lockout whichever occurs first.
- 32.03 (a) Changes in wages and benefits shall be adjusted retroactively, unless otherwise specified.
- (b) All retroactive wage and benefit adjustments shall be made payable within forty-five (45) days of the date of ratification of this Agreement by both parties.

ARTICLE 33 - REASONABLE ACCOMMODATION OF EMPLOYEES

- 33.01 The parties are committed to reasonable accommodation in a manner that respects the dignity of employees.
- 33.02 We recognize the right of employees who become disabled or incapacitated to continue to engage, as far as is reasonable, in meaningful and productive employment with the Employer.
- 33.03 Reasonable accommodation is the mutual responsibility of employees, the Employer, and the Union.
- 33.04 Where a need has been identified, the parties will meet to determine reasonable accommodation that is consistent with the Collective Agreement and the *Human Rights Code*.

- 33.05 Where necessary, the seniority and posting provisions of the Collective Agreement may, by mutual agreement between the Union and the Employer, be waived.
- 33.06 In the event of a dispute on medical grounds regarding an employee's suitability for a position, the matter will be referred to a physician mutually agreed to by the Union and the Employer.
- 33.07 Employees accommodated under this provision will receive the greater of:
- (a) their current remuneration; or
 - (b) the rate of pay of the new position.

ARTICLE 34 - PERFORMANCE APPRAISALS

- 34.01 The Employer and the Union agree that the satisfactory performance of every individual is essential to the success of the organization. The Employer shall develop and maintain a performance evaluation process to provide for the ongoing review of employee performance relative to the normal job expectations to achieve satisfactory performance and ongoing employee development. The Employer shall provide the Union with copies and updates/amendments of its performance evaluation policy together with such documented information, instruction, and guidance as is made available to supervisors/directors with respect to their role in appraising the performance of employees under their supervision.

ARTICLE 35 - ADDICTIONS/MENTAL ILLNESS

- 35.01 The Employer and the Union recognize that addictions and mental illnesses are medical disorders and should be treated as such rather than as disciplinary problems. They further recognize the social, personal, and economic problems associated with them.
- 35.02 An employee who is suspected to have a medical disorder will be given every opportunity to rehabilitate herself before any decision is taken by the Employer regarding disciplinary action and the parties further agree that:
- (a) An employee who is suspected to have a medical disorder must be advised, in the presence of a Union official, that the Employer is concerned about the effect of the alleged medical disorder upon her work performance.

- (b) The employee who is so advised will be given an opportunity to enrol in an employee assistance program or a substance disorder program.
- (c) The employee shall be granted a paid leave of absence, subject to the provisions of Article 22, and will be granted an unpaid leave of absence if they exhaust or have no sick time in their bank, for the period of her participation in the program and her seniority and benefits shall continue.
- (d) Only if the employee who is suspected to have or believes she has a medical disorder refuses to cooperate in the program can she be subject to discipline by the Employer.
- (e) Any disciplinary action taken by the Employer against the employee is subject to the employee's right to grieve and arbitrate in accordance with the Collective Agreement.

IN WITNESS WHEREOF the parties to this Agreement have hereunto set their hands and seals

this _____ day of Jan 24, 2024.

**ON BEHALF OF:
CANADIAN UNION OF PUBLIC
EMPLOYEES, LOCAL 2348**

**ON BEHALF OF:
COMMUNITY EDUCATION
DEVELOPMENT ASSOCIATION**

[Signature]

Tracy Rae Latta

Stephane Lavoie

[Signature]

DocuSigned by:
[Signature]

DocuSigned by:
Jordan Bigham

DocuSigned by:
Blair Hamilton

SCHEDULE "A"**COMMUNITY EDUCATION DEVELOPMENT ASSOCIATION
(C.E.D.A.)****WAGES***Effective January 1, 2022 - 2% Increase*

Classification	Year 1	Year 2	Year 3	Year 4	Year 5	Year 6	Year 7
Site Support	\$15.39	\$15.66	\$15.93	\$16.22	\$16.49	\$16.78	\$17.23
Administrative Assistant Nutritionist	\$32,425.93	\$33,582.74	\$34,940.92	\$35,896.35	\$37,053.15	\$38,209.97	\$39,025.97
Finance Officer	\$38,209.97	\$39,127.64	\$40,045.31	\$40,963.00	\$41,880.68	\$42,798.35	\$58,537.08
Community Organizer	\$41,555.80	\$43,046.87	\$44,537.93	\$46,029.01	\$47,520.07	\$49,011.13	\$49,827.13
Student Parent Support Worker	\$41,555.80	\$43,046.87	\$44,537.93	\$46,029.01	\$47,520.07	\$49,011.13	\$49,827.13
Student Parent Support Worker Supervisor	\$46,676.41	\$47,493.25	\$48,324.39	\$49,170.06	\$50,030.53	\$50,906.07	\$51,722.07
Project Facilitator	\$44,040.92	\$45,358.77	\$46,676.62	\$47,994.49	\$49,312.34	\$50,630.20	\$51,446.20
Project Coordinator	\$48,475.72	\$49,768.40	\$51,061.09	\$52,353.77	\$53,646.46	\$54,939.15	\$55,755.15
Teacher	\$70,584.00	\$71,808.00	\$73,032.00	\$74,256.00	\$75,480.00	\$76,704.00	\$77,520.00

Effective January 1, 2023 - 3% Increase

Classification	Year 1	Year 2	Year 3	Year 4	Year 5	Year 6	Year 7
Site Support	\$15.85	\$16.13	\$16.41	\$16.70	\$16.99	\$17.28	\$17.74
Administrative Assistant Nutritionist	\$33,398.71	\$34,590.22	\$35,989.14	\$36,973.24	\$38,164.75	\$39,356.26	\$40,196.74
Finance Officer	\$39,356.26	\$40,301.47	\$41,246.67	\$42,191.89	\$43,137.10	\$44,082.30	\$60,293.19
Community Organizer	\$42,802.47	\$44,338.27	\$45,874.07	\$47,409.88	\$48,945.67	\$50,481.47	\$51,321.95
Student Parent Support Worker	\$42,802.47	\$44,338.27	\$45,874.07	\$47,409.88	\$48,945.67	\$50,481.47	\$51,321.95
Student Parent Support Worker Supervisor	\$48,076.71	\$48,918.05	\$49,774.12	\$50,645.16	\$51,531.45	\$52,433.25	\$53,273.73
Project Facilitator	\$45,362.14	\$46,719.53	\$48,076.92	\$49,434.32	\$50,791.71	\$52,149.10	\$52,989.58
Project Coordinator	\$49,930.00	\$51,261.45	\$52,592.92	\$53,924.39	\$55,255.86	\$56,587.32	\$57,427.80
Teacher	\$72,701.52	\$73,962.24	\$75,222.96	\$76,483.68	\$77,744.40	\$79,005.12	\$79,845.60

Effective January 1, 2024 - 2% Increase

Classification	Year 1	Year 2	Year 3	Year 4	Year 5	Year 6	Year 7
Site Support	\$16.17	\$16.45	\$16.74	\$17.04	\$17.33	\$17.63	\$18.10
Administrative Assistant Nutritionist	\$34,066.68	\$35,282.02	\$36,708.93	\$37,712.71	\$38,928.04	\$40,143.39	\$41,000.68
Finance Officer	\$40,143.39	\$41,107.50	\$42,071.60	\$43,035.72	\$43,999.84	\$44,963.95	\$61,499.05
Community Organizer	\$43,658.52	\$45,225.04	\$46,791.55	\$48,358.08	\$49,924.58	\$51,491.10	\$52,348.39
Student Parent Support Worker	\$43,658.52	\$45,225.04	\$46,791.55	\$48,358.08	\$49,924.58	\$51,491.10	\$52,348.39
Student Parent Support Worker Supervisor	\$49,038.24	\$49,896.41	\$50,769.60	\$51,658.06	\$52,562.08	\$53,481.92	\$54,339.20
Project Facilitator	\$46,269.39	\$47,653.92	\$49,038.45	\$50,423.01	\$51,807.54	\$53,192.09	\$54,049.38
Project Coordinator	\$50,928.60	\$52,286.68	\$53,644.78	\$55,002.88	\$56,360.97	\$57,719.07	\$58,576.36
Teacher	\$74,155.55	\$75,441.48	\$76,727.42	\$78,013.35	\$79,299.29	\$80,585.22	\$81,442.51

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January 3, 2024

LETTER OF UNDERSTANDING

between

Canadian Union of Public Employees, Local 2348

and

**Community Education Development Association
(C.E.D.A.)**

RE: REASONABLE ACCOMMODATION/RETURN TO WORK

Reasonable Accommodation

The parties recognize that the Manitoba *Human Rights Code* establishes a reasonable accommodation requirement to the point of undue hardship, in order to accommodate the special needs of any person or group where those needs are based on the protected characteristics as set out in the Manitoba *Human Rights Code*.

The Employer and the Union are committed to reasonable accommodation in a manner that respects the dignity and privacy of the employee. Reasonable accommodation is the shared responsibility of the employees, the Employer, and the Union.

Where a need has been identified, the parties will meet to investigate and identify the feasibility of accommodation that is substantial, meaningful, and reasonable to the point of undue hardship.

Where necessary, relevant provisions of the Collective Agreement may, by mutual agreement between the Union and the Employer, be waived.

When an accommodation is being implemented, the Employer and the Union agree to provide an orientation to affected employees concerning the principles of reasonable accommodation and the nature of the accommodation being implemented.


Return to Work

The Employer, the Union and employee(s) share a mutual concern for facilitating the return to work of ill, injured, or disabled employees. The Union shall be notified of any return to work initiatives with respect to any employee. The applicable parties shall meet to ensure the employee is clear on all the details and provisions of the return to work and that the work designated is within her restrictions and limitations as documented by a qualified medical practitioner.

This Letter of Understanding signed this _____ day of January, 2024.

**ON BEHALF OF:
CANADIAN UNION OF PUBLIC
EMPLOYEES, LOCAL 2348**


**ON BEHALF OF:
COMMUNITY EDUCATION
DEVELOPMENT ASSOCIATION**



Inacy Rose LaPrade

Stephane Leduc

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Jordan Bighorn
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Blair Hamilton
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January 3, 2024

LETTER OF UNDERSTANDING

between

Canadian Union of Public Employees, Local 2348

and

**Community Education Development Association
(C.E.D.A.)**

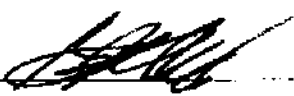
RE: PENSION PLAN

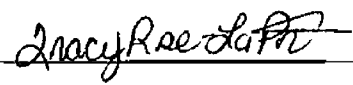
The parties agree to investigate moving to another pension provider. A decision regarding any change to pension provider will be made based on the best interest of the employees and the agency. It is further agreed that if such a move were to occur it would be done at a time to minimize the cost to the Employer.


This Letter of Understanding signed this 23rd day of January, 2024.

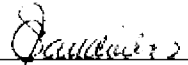
**ON BEHALF OF:
CANADIAN UNION OF PUBLIC
EMPLOYEES, LOCAL 2348**


**ON BEHALF OF:
COMMUNITY EDUCATION
DEVELOPMENT ASSOCIATION**




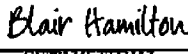






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LETTER OF UNDERSTANDING

between

Canadian Union of Public Employees, Local 2348

and

**Community Education Development Association
(C.E.D.A.)**

RE: MR. RAYMOND D. NGARBOUI PAID PARKING

Whereas when Mr. Raymond D. Ngarboui was first hired by C.E.D.A. it was agreed that his parking would be covered by C.E.D.A.; and

Whereas Mr. Ngarboui had his parking paid because there was no opportunity for Mr. Ngarboui to park his car without parking for little or no cost within a reasonable proximity to the school that he is working out of; and

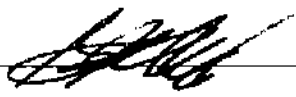
Whereas at some point C.E.D.A. stopped paying for Mr. Ngarboui's parking; and

Whereas it was agreed by the parties that this inequity should be corrected.

Therefore, the parties agreed that Mr. Ngarboui will be reimbursed for his parking while he continues to work out of schools.

This Letter of Understanding signed this _____ day of January, 2024.

**ON BEHALF OF:
CANADIAN UNION OF PUBLIC
EMPLOYEES, LOCAL 2348**

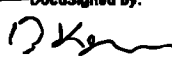


Nancy Rae

Stephane Smith

Janice

**ON BEHALF OF:
COMMUNITY EDUCATION
DEVELOPMENT ASSOCIATION**

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DocuSigned by:
Jordan Bighorn

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Blair Hamilton

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