

# Collective Agreement

- between -

**CUPE** / Canadian Union  
of Public Employees  
**Local 2483**

- and -

**Child  
& Family  
Services**  
OF CENTRAL MANITOBA

**Child & Family Services of Central Manitoba**

Term of Agreement:  
April 1, 2024 to March 19, 2027

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## **Collective Agreement**

between

**Canadian Union of Public Employees, Local 2483**  
(hereinafter referred to as the "Union")

Party of the First Part;

and

**Child & Family Services of Central Manitoba**  
(hereinafter referred to as the "Employer")

Party of the Second Part.

### **ARTICLE 1 - PURPOSE OF AGREEMENT**

- 1.01 The purpose of this Agreement is to maintain a harmonious relationship between the Employer and its employees; to provide an amicable and equitable method of settling grievances or differences which might arise; to maintain mutually satisfactory working conditions, and wages, for all employees who are subject to the provisions of this Agreement and generally to promote the mutual interest of the Employer and such employees.

### **ARTICLE 2 - INTERPRETATION**

- 2.01 In this Agreement, unless the context otherwise requires, the expression:
- (a) "dismissal" means the removal of an employee for disciplinary reasons, from a position of employment for just cause;
  - (b) "employee" means a person who is employed by the Agency within the scope of this Agreement;
    - (i) "full-time employee" means an employee who regularly works the full prescribed hours per week;
    - (ii) "part-time employee" means an employee who is scheduled to work less than the full prescribed hours per week on a regular and recurring basis;

- (iii) "term (temporary) employee" means an employee hired for a specified period of time. A term employee shall be covered by the terms of this Agreement from the date of hire, unless otherwise limited by the Agreement;
- (iv) "casual employee" is an employee whose work is irregular, non-recurring, and does not follow a predetermined schedule of work. A casual employee is not covered by this Agreement and only works up to four hundred and eighty (480) hours in a calendar year;
- (c) "position" means a position of employment with the Child and Family Services of Central Manitoba which is in the bargaining unit;
- (d) "Employer" means the Child and Family Services of Central Manitoba as represented by the Executive Director or his/her designate;
- (e) "steward" means an employee appointed or elected by the Union who is authorized to represent the Union, an employee or both, in the handling of grievances or matters pertaining to this Agreement;
- (f) "summer students" employed between the months of April to August are not covered by this Agreement.
- (g) "termination" means the permanent separation of an employee from a position of employment whereby all commitments to that employee have been discharged by the Employer;

2.02 Where the singular or the masculine expressions are used in this Agreement, the same shall be construed as meaning the plural or the feminine or the neuter gender where the context so admits or requires and the converse shall hold as applicable.

### **ARTICLE 3 - APPLICATION OF THE AGREEMENT**

3.01 This Agreement shall apply to all employees of the Employer covered by Certificate No. MLB 4865 issued by the Manitoba Labour Board and to all employees of the Employer who are employed in classifications set forth under Schedule "A", but it shall not apply to casual employees, student social workers, weekend duty workers or summer students.

### **ARTICLE 4 - RECOGNITION**

4.01 The Employer recognizes the Union as the sole and exclusive bargaining agent for all employees who are employed under this Agreement.

- 4.02 The Union recognizes the responsibility imposed upon it as the sole and exclusive bargaining agent for the employees whom it represents, and realizes that in order to provide maximum opportunities for continuing employment, good working conditions and good wages, the Employer must serve the public efficiently, effectively and economically consistent with fair labour standards. The Union assumes a joint responsibility in the attainment of the Employer's objectives and agrees that it will cooperate with the Employer and support its efforts to assure efficient performance of work on the part of its members and that for the duration of this Agreement it will actively combat any work stoppage, slowdown, absenteeism and any other practice which restricts the optimum efficiency of the service which the Employer provides to the public in accordance with the *Child and Family Services Act* or successor legislation.
- 4.03 The Union further agrees to cooperate in efforts to eliminate waste; to improve the quality and effectiveness of performance of employees; and to strengthen and maintain goodwill between the Employer and the public.
- 4.04 No employee shall be required or permitted to make any written or verbal agreement with the Employer or its representatives which conflicts with the terms of this Agreement unless it is mutually agreed upon by the Union and the Employer.

#### **ARTICLE 5 - MANAGEMENT RIGHTS**

- 5.01 Except where expressly abridged, delegated or modified by a specific provision of this Agreement, the Union expressly agrees and recognizes that the Employer has the sole and exclusive right, power and authority to manage its operations in all respects including, without limiting the generality of the foregoing, the right to schedule overtime, and the right to make, enforce and revise from time to time rules and regulations, to be observed by the employees, which rules and regulations, shall not be inconsistent with this Agreement.
- 5.02 In administering this Agreement, the Employer shall act reasonably, fairly, in good faith and in a manner consistent with the Agreement as a whole.

#### **ARTICLE 6 - UNION SECURITY**

- 6.01 Each and every employee who comes under the scope of this Agreement shall have an amount equal to the current Union dues deducted by the Employer from each pay, whether (s)he is a member of the Union or not. Such dues shall be forwarded to the Secretary-Treasurer or the Union monthly, together with a list of names of employees from whom deductions have been made and the amounts of such deductions.

- 6.02 The Union shall notify the Employer in writing of any changes in the amount of dues at least two (2) months prior to the end of the pay period in which the deductions are to be made.
- 6.03 For new employees, payroll deduction as set out in section .01 shall become effective from the start of the pay period immediately following the commencement of employment.
- 6.04 The Union agrees to indemnify and save the Employer harmless against any claim or liability arising out of the application of this Article.
- 6.05 The Union agrees that there shall be no solicitation of members or other Union activities on the premises of the Agency, or during working hours except as permitted by this Agreement. It is understood and agreed that no meetings of the Union or its members will be held on the premises of the Employer at any time without the prior approval of the Employer.
- 6.06 The parties agree that there shall be no intimidation interference, restraint or coercion exercised or practised by them or their representatives upon employees because of non-membership in the Union.
- 6.07 During their orientation meeting, the Employer will provide new employees with informational material from the Union and the names of the Union's officers.
- 6.08 Upon request of the Union, the Employer shall provide a list of all employees within this bargaining unit with name, rate of pay, address, phone number, status, classification, hire date and seniority date. Said request is limited to once every six (6) months.

#### **ARTICLE 7 - RIGHTS OF STEWARDS**

- 7.01 The Union shall notify the Executive Director in writing of the names of its officers and stewards within thirty (30) days of any change and the Employer shall be required to recognize only those officers and stewards of whom it has notice.
- 7.02 Unless otherwise specified in this Agreement, stewards and employees shall not conduct Union business during their working hours.

#### **ARTICLE 8 - NO DISCRIMINATION**

- 8.01 The parties hereto agree there will be no discrimination by the Employer or the Union against any employee covered by this Agreement because of: ancestry; nationality or national origin; ethnic background or origin; religion or creed,

religious belief, religious association or religious activity; age; sex, race, including sex-determined characteristics such as pregnancy; gender identity; sexual orientation; marital or family status; source of income; political belief, political association or political activity; physical or mental disability; social disadvantage; group stereotypes rather than individual merit; membership or non-membership in the Union; or by any other characteristics covered by the *Manitoba Human Rights Code*.

- 8.02 The Employer and the Union agree that no form of harassment based upon characteristics covered in the *Human Rights Code* nor as a result of membership or activity in the Union shall be condoned in the workplace and it is further agreed that both parties will work together to recognize and deal with problems when they arise. Situations involving harassment shall be treated in strict confidence by both the Employer and the Union. Situations involving allegations of harassment shall be able to be processed as grievances.

#### **ARTICLE 9 - BULLETIN BOARDS**

- 9.01 The Employer shall provide a dedicated bulletin board for the Union in order that the Union may post Union information.
- 9.02 Management retains the right to remove material that is detrimental to its operation.

#### **ARTICLE 10 - MEDICAL FITNESS**

- 10.01 At the request of the Employer, an employee may be required to have a medical examination from a duly qualified medical practitioner mutually acceptable to the employee and the Employer. The Employer shall pay for any and all costs incurred by the employee if such costs are not paid by the Manitoba Health.

#### **ARTICLE 11 - PROBATION**

- 11.01 New employees in the bargaining unit shall be on probation for an initial period of one hundred and twenty (120) working days. The probationary period may be extended for a period eighty (80) working days, and the employee and the Union shall be notified in writing of such an extension. At any time during the probationary period, the employee may be terminated by the Employer in its sole and exclusive discretion and notwithstanding any provisions of this Agreement, such terminations shall not be grievable nor arbitrable and shall be deemed to have been for just cause.

**ARTICLE 12 - PAYMENT OF WAGES AND ALLOWANCES**

- 12.01 An employee who does not work during every working day in the pay period and by reason thereof is not entitled to be paid an amount equal to the pay period salary, is entitled to be paid an amount equal to the daily rate of pay for his position at his step multiplied by a number comprising the number of days actually worked in that period plus any holiday or holidays in that period for which the employee is eligible. The daily rate of pay shall be calculated by dividing the pay period rate by the number of normal working days in the pay period and rounding the result to the nearest cent. The corresponding hourly rate shall be calculated by dividing the daily rate by the number of normal daily hours as indicated in the Agreement and rounding the result to the nearest cent.
- 12.02 The minimum wages payable to an employee in his respective classification shall be those set forth in Schedule "A" attached hereto and forming part of this Agreement.
- 12.03 All permanent part-time employees shall receive the wage rate and benefits specified in the Agreement on a pro rata basis according to their EFT.
- 12.04 Wages shall be paid biweekly.

**ARTICLE 13 - INCREMENTS**

- 13.01 A full-time employee who is not at the maximum for his position shall be moved one position forward on the salary scale upon completion of one (1) year's service since his last increment.
- 13.02 A part-time employee who is not at the maximum for his position shall be moved one position forward on his salary scale upon reaching the hourly equivalent of one year's full-time service since his last increment. The annual increments for part-time employees who are employed by the Agency as of April 1, 2003 will not be prorated. They will receive increments on the same basis as full-time employees.
- 13.03 The anniversary date of an employee is their most recent date of hire.
- 13.04 The effective date for an employee's step increase shall be the first day of the biweekly pay period which includes the employee's anniversary date.
- 13.05 **At the time of ratification, an employee shall not be penalized from receiving an increment on their anniversary date because of:**
- (a) **illness or accident to a maximum of twelve (12) months;**

- (b) **paid leave of absence;**
- (c) **an unpaid leave of absence of up to thirty (30) days;**
- (d) **maternity leave and/or parental leave;**
- (e) **compassionate care leave; and**
- (f) **employment by the Agency in a position that is not covered under this Agreement for a period not exceeding twelve (12) months.**

#### **ARTICLE 14 - HOURS OF WORK**

- 14.01 The regular hours of work for Social Workers and Support Staff shall be an average of thirty-six and one-quarter (36.25) hours per week.
- 14.02 Social Workers, Support Staff and Collateral Resource Workers shall be entitled to one forty-five (45) minute unpaid lunch break and two (2) rest periods of fifteen (15) minutes during each complete work day.
- 14.03 An employee who is stormbound shall not lose pay for the time for which (s)he is stormbound if (s)he works an equivalent amount of time without pay, in accordance with an approved written plan, within ninety (90) days of his/her being stormbound, or if (s)he uses existing overtime credits to offset the time for which (s)he is stormbound.

#### **ARTICLE 15 - OVERTIME**

- 15.01 An employee who is authorized in writing to and actually works in excess of thirty-six and one-quarter (36.25) hours per week commencing at time of ratification, shall be compensated by equivalent time off at the rate of time and one-half (1½ x). This authorization must be obtained prior to or immediately after the overtime has been worked. Such compensating time off shall be taken upon approval from the Supervisor and at a time mutually agreeable to the employee and the Supervisor. Under no circumstances shall employees lose overtime which has been accumulated.
- 15.02 Employees shall have the option to be paid out or to bank overtime, up to a maximum accumulation of seventy-two and one-half (72.5) hours. Overtime credits may be taken as time off at a time mutually agreed between the Employer and the Employee. Any overtime remaining in the bank shall be paid out by March 31<sup>st</sup> annually.
- 15.03 A supervisory official may require employees under his authority to work overtime.

- 15.04 Overtime must be authorized by a supervisory official.
- 15.05 A part-time employee shall only be eligible for overtime payment after working the full prescribed daily or weekly hours of work as specified in the "Hours of Work" article.
- 15.06 There shall be no pyramiding of overtime or premiums and therefore overtime shall not be compensated for under more than one article in this Agreement.
- 15.07 Upon the death of an employee, their estate shall receive the employee's accumulated bank and overtime credits.

**ARTICLE 16 - SENIORITY**

- 16.01 Seniority is defined as the length of continuous service in the bargaining unit since the date of last hire and it shall operate on a classification wide basis. For the purposes of this Agreement there shall be two (2) classifications, namely that of Social Worker and Support Staff.
- 16.02 Seniority lists for each classification will be revised annually, on or about April 1<sup>st</sup> of each year. A copy of each will be given to the Union. If an employee does not challenge the position of his name on the seniority list within the first ten (10) working days from the date his name first appeared on the seniority list, provided (s)he is at work when the list is posted, then (s)he shall be deemed to have proper seniority standing. In the event (s)he is not at work, (s)he must object to his seniority standing within four (4) working days from the time (s)he returns to work. The posting shall include a copy of this Article. Seniority of the employee will be established after completion of his probationary period but will be effective from the first day of service.
- The seniority of part-time employees shall, as of April 1, 2003, be determined on a pro rata basis in accordance with the proportion of full-time hours worked. Part-time employees' service prior to April 1, 2003 is to be credited as equivalent full-time seniority regardless of actual hours worked.
- 16.03 An employee shall retain and accrue seniority if (s)he is absent from work because of:
- (a) illness or accident to a maximum of twelve (12) months;
  - (b) paid leave of absence;
  - (c) an unpaid leave of absence of up to thirty (30) working days;

- (d) maternity leave;
- (e) compassionate care leave (reference new Article 33);
- (f) employment by the Agency in a position that is not covered under this Agreement for a period not exceeding twelve (12) months.

16.04 An employee shall retain but shall not accrue seniority if:

- (a) (s)he is absent because of illness or accident over twelve (12) months;
- (b) (s)he is promoted outside of the bargaining unit and has not completed his trial period;
- (c) (s)he is laid off for less than seventeen (17) months;
- (d) (s)he is on an unpaid leave of absence in excess of thirty (30) working days but less than twelve (12) months, except in the case of unpaid parental or Union leave of absence;
- (e) employment by the Agency in a position that is not covered by this agreement for the portion of the period in excess of twelve (12) months.

16.05 An employee's seniority shall be forfeited and his employment shall be deemed to be terminated and there shall be no obligation to rehire under the following conditions;

- (a) (s)he is discharged for just cause and is not reinstated;
- (b) (s)he resigns in writing and does not withdraw his/her resignation within two (2) working days;
- (c) (s)he is laid off for a period longer than eighteen (18) months;
- (d) (s)he fails to report for duty after notification to his/her last known address or phone number to do so following a layoff; the onus is on the employee to inform the Agency Executive Director of his/her current address and telephone number;
- (e) (s)he is retired.

#### **ARTICLE 17 - FLEX-TIME**

17.01 Flex-time is intended to be an arrangement made between an employee and the Employer to alter the normal hours of a work in a day and/or a week, for the

mutual benefit of the Employer, the employee or the client. Flex-time arrangements cannot compromise the Agency's responsibility to provide service to the public.

- 17.02 Any flex-time hours of work will be recorded at straight time. The employee is responsible for confirming these arrangements. Authorization to bank flex-time must be obtained prior to working flex-time. Compensating time off shall be taken upon approval from the supervisor and at a time mutually agreeable to the employee and the Employer.
- 17.03 Up to thirty-six and one quarter (36.25) hours of flex-time may be carried by an employee. Flex-time shall be recorded separately from overtime. Employees cannot have more than two (2) days banked as of **December 31<sup>st</sup>** of each year. All flex-time must be used by **March 31<sup>st</sup>** of each fiscal year. Under no circumstances will employees lose flex-time that has accumulated. Unused flex-time is paid out only once per fiscal year, that being **March 31<sup>st</sup>** of each year. Upon the death of an employee, their estate shall be paid any unused flex-time.
- 17.04 If there is mission critical work that needs to be done outside of an employee's usual daily hours of work and this work cannot be left for another day due to risk or safety, the Supervisor has the authority to approve this work as overtime, in accordance with Article 15 of this Agreement and at the applicable overtime rate.

#### **ARTICLE 18 - LAYOFF AND RECALL**

- 18.01 A layoff shall be defined as a reduction in the work force or a reduction in the regular hours of work.
- 18.02 Employees shall be laid off in reverse order of classification unit seniority provided always that the employees to be retained possess the ability, skill, qualifications and reliability to perform the remaining work.
- 18.03 The Employer shall give the employee written notice of the date on which (s)he is to be laid off at least two (2) weeks before the date on which (s)he is to be laid off or in the absence of such notice shall grant pay in lieu thereof.
- Where an employee is laid off, or a position is eliminated, the affected employee will be given the opportunity to displace an employee with less seniority, in the same classification, for which the senior employee has the skill, ability, qualifications and reliability to perform.
- 18.04 Employees who are laid off shall be placed on a re-employment list. Employees placed on the re-employment list shall be called back in reverse order of layoff starting with the most recently laid off employee and proceeding in descending order to the first employee laid off in the classification from which the employee

was laid off, provided that such employees possess, in the sole and exclusive judgement of the Employer, the ability, skill, qualifications and reliability to perform the work.

- 18.05 Notification of recall following a layoff shall be sent by certified letter to the last reported address of the employee.
- 18.06 No new employee shall be hired until those laid off who meet the requirements of the job have been given an opportunity of recall.

#### **ARTICLE 19 - RESIGNATIONS**

- 19.01 An employee wishing to resign shall provide the Employer with a written notice or resignation which shall specify the last date upon which the employee will be present at work and perform his/her regular duties.
- 19.02 The effective date of a resignation shall be the last day upon which an employee is present at work and performs his/her regular duties.
- 19.03 An employee shall give notice of resignation in accordance with the Manitoba *Employment Standards Code*.
- 19.04 An employee may, with approval of the Employer, withdraw his/her notice of resignation at any time before this resignation becomes effective.

#### **ARTICLE 20 - TERMINATION OF EMPLOYMENT**

- 20.01 Subject to section .02 the Employer shall give a written notice of termination to each employee, other than a term employee, who is to be terminated, at least thirty (30) calendar days before the date on which his/her termination is to be effective and to the extent that such minimum notice is not given, the employee shall receive pay in lieu thereof. A copy of such notice shall be sent to the Union.
- 20.02 Section .01 does not apply to an employee who is dismissed for just cause or who has abandoned his/her position.

#### **ARTICLE 21 - DISCIPLINARY ACTION AND UNSATISFACTORY PERFORMANCE**

- 21.01 In the event the Employer discharges an employee who has completed his/her probationary period, the employee shall be notified in writing of the action, or penalty, with a copy to the Union.

- 21.02 Whenever the Employer or its authorized agent deems it necessary to censure an employee, in a manner indicating that dismissal or discipline may follow any further infraction or may follow if such employee fails to bring his/her work up to a required standard by a given date, the Employer shall, within ten (10) days thereafter, give written particulars of such censure to the Secretary of the Union, with a copy to the employee involved.
- 21.03 The parties agree that discipline shall be administered in accordance with the principles of progressive discipline. Where an immediate supervisor believes that disciplinary action of that employee is necessary, for just cause (s)he may:
- (a) orally reprimand the employee; or
  - (b) in writing reprimand the employee; or
  - (c) suspend the employee with or without pay; or
  - (d) recommend dismissal of the employee to the Employer.
- 21.04 It is agreed that a steward will not be present in cases of an oral reprimand by an employee's immediate supervisors, in all other cases, a steward may be present at the request of the employee if readily available. If no steward is readily available then the disciplinary action may be taken by the employee's immediate supervisor.
- 21.05 Where an employee is absent without leave for a period of three (3) working days without valid reason, (s)he shall be considered to have abandoned his/her position and shall be deemed to have resigned without notice on the last day on which (s)he was present at work and performed his/her regular duties.
- 21.06 The Employer will not take disciplinary action on the basis of complaints having been filed with the Manitoba College of Social Workers without first investigating the particulars of such complaint(s).
- 21.07 The Employer shall remove disciplinary documents in an employee's file after five (5) years. The date used to determine removal of disciplinary documents will be the date of the incident upon which the discipline is based.

## **ARTICLE 22 - GRIEVANCE PROCEDURE**

- 22.01 The parties to this Agreement recognize the desirability for resolution of grievances through an orderly process without stoppage of work or refusal to perform work.
- 22.02 The Union recognizes that Union Representative, including stewards, are employed by the Employer and that they will not leave their work during working

hours except to perform their duties under this Agreement. Therefore no Union Representative, including stewards, shall leave their work without obtaining the permission of their supervisor.

- 22.03 The Employer agrees to recognize a Grievance Committee composed of two (2) employees.
- 22.04 Up to two (2) employees representing the Union shall be allowed to attend meetings scheduled by the Employer during working hours for the purpose of settlement of a grievance without loss of remuneration.
- 22.05 It is mutually agreed that an effort shall be made to resolve complaints through discussion before a written grievance is initiated. The aggrieved employee shall have the right to have a Union Representative present at such a discussion. When a grievance cannot be presented in person at any step, it may be transmitted by registered mail.
- 22.06 A grievance is defined as a complaint in writing concerning the application, interpretation or alleged violation of this Agreement.
- 22.07 (a) Where either party to the Agreement disputes the general application, interpretation or alleged violation of this Agreement, either party may initiate a policy grievance. Such grievances initiated by the Union shall be made to the Executive Director or designate, and such grievances initiated by the Employer shall be made to the President of the Union, or his/her designate and in either case shall be within twenty (20) working days from the date upon which the initiating party was notified orally or in writing, or on which it became aware, or ought to have become aware of the action or circumstances giving rise to the grievance.
- (b) Where the parties fail to resolve a grievance under .07 (a), either party may refer the grievance to the arbitration step of the grievance procedure.
- 22.08 If an employee or the Union fails to initiate or process a grievance within the prescribed time limits, the grievance will be deemed to be abandoned and all rights of recourse to the grievance procedure for that particular grievance shall be at an end. If the Employer fails to reply to a grievance within the prescribed time limits, the employee or the Union may process the grievance to the next step. Either party may request an extension of the time limits providing such extension is requested prior to the expiry of the time allowed. An extension, if requested, shall not be unreasonably withheld.
- 22.09 Whenever possible, the grievance shall be presented on an official grievance form. The written description of the nature of the grievance and the redress requested shall be sufficiently clear and if the grievance relates to an article of the Agreement, such article shall be so stated in the grievance. An employee

grievance must be signed by the employee. Except for failure to meet the time limits, a grievance shall not be invalid if it is not written on the official grievance form or for failure to quote the article in dispute. The grievance may be clarified at any step providing its substance is not changed.

22.10 An employee has the right to representation by a Steward and/or Union representative at any step of the grievance procedure.

(a) Step 1

Within twenty (20) working days after the date upon which the employee was notified orally or in writing, or on which (s)he became aware, or ought to have become aware of the action or circumstances giving rise to the grievance, the employee and the Union shall present the grievance with the redress requested to his/her supervisor or person designated by the Executive Director who shall issue a decision in writing to the employee and to the Union within five (5) working days.

(b) Step 2

If the grievance is not resolved satisfactorily at Step 1, the Union shall notify the Executive Director or designate of its desire to proceed to Step 2 within five (5) working days of the receipt of the decision at Step 1. The Executive Director (or Acting Executive Director in the ED's absence) shall issue a decision in writing to the employee and to the Union within ten (10) working days of receipt of the grievance. The Executive Director (or Acting Executive Director in the ED's absence) may hold a hearing to discuss the grievance with the grievor and/ or the grievor's representatives, which shall not exceed two (2), before giving a decision on the grievance.

(c) Step 3

If the grievance is not resolved satisfactorily at Step 2, the Union shall notify the Board of the Employer of its desire to proceed to Step 3 within five (5) working days of the receipt of the decision of Step 2. The Board or its designate shall issue a decision in writing to the employee and to the Union within ten (10) working days. The Board or its designate may hold a hearing to discuss the grievance with the grievor and/or the grievor's representatives, which shall not exceed two (2), before giving a decision on the grievance.

22.11 In the case of a dispute arising from the disciplinary demotion, suspension or dismissal of an employee, the grievance shall initially be presented at Step 2, within ten (10) working days of the disciplinary demotion, suspension or dismissal.

- 22.12 Grievances concerning layoffs and recalls shall be initiated at Step 2 of the grievance procedure within ten (10) working days of the layoff or recall giving rise to the grievance.
- 22.13 Any of the time limits referred to above may be extended by mutual agreement of the parties hereto.

### **ARTICLE 23 - GRIEVANCE ARBITRATION PROCEDURE**

- 23.01 Effective from the date of the signing of the Agreement and restricted to grievances which occurred and were initiated after that date, unresolved grievances or disputes shall be submitted to a Board of Arbitration in accordance with the procedure set forth in this Article.
- 23.02 The procedure for arbitrating grievances shall be the procedure as set forth below:
- (a) Either of the parties shall, within fifteen (15) working days from the receipt of the decision at Step 3 of the grievance procedure, notify the other party in writing of its desire to submit the grievance to arbitration, and said notice shall contain the first party's appointee to the Arbitration Board. A Board of Arbitration shall be without jurisdiction to hear grievances submitted more than fifteen (15) working days from the receipt of the decision at Step 3 of the grievance procedure.
  - (b) The party who receives a notice shall, within ten (10) working days of receiving the notice, name an appointee to the Arbitration Board and notify the other party in writing of such appointee.
  - (c) The two (2) members of the Arbitration Board named by the parties shall within ten (10) working days of the appointment of the second of them, appoint a third member of the Arbitration Board who shall be the Chairman thereof.
  - (d) If the party receiving the notice fails to name an appointee or if the two (2) appointees fail to agree upon a Chairperson within the time limit specified, the appointment shall be made by the Manitoba Labour Board.
  - (e) The Arbitration Board shall hear and determine the difference or allegations and shall issue a decision, which decision shall be final and binding and enforceable upon the parties and upon any employee affected by it.
  - (f) The Arbitration Board may summon before it any witnesses and may require them to give evidence on oath, orally or in writing, and to produce

such documents and evidence as the Arbitration Board deems requisite to the full investigation and consideration of the matters referred to it.

- (g) Any of the time limits referred to above may be extended by mutual agreement of the parties hereto.
- (h) The decision of the majority shall be the decision of the Arbitration Board, but if there is no majority, the decision of the Chairman shall be the decision of the Board.
- (i) The Arbitration Board shall not have the power to add to, subtract from or modify or alter in any way the provisions of the Agreement.
- (j) The Arbitration Board shall expressly confine itself to the precise issue submitted to it and shall have no authority to make a decision and/or recommendation on any other issue not so submitted to the Board.

23.03 Should the parties disagree as to the meaning of the Board's decision, either party may apply to the Chairman of the Board of Arbitration to reconvene the Board to clarify the decision, which it shall do within five (5) days.

23.04 Each party shall pay the fees and expenses of the arbitrator it appoints, and one-half (½) of the fees and expenses of the Chairman.

23.05 Nothing herein shall prohibit the parties from agreeing on a single arbitrator. If the parties so agree, the provisions of this Article relating to an Arbitration Board shall apply, mutatis mutandis to the single arbitrator.

#### ARTICLE 24 - ACCESS TO PERSONNEL FILE

24.01 Only one (1) personnel file shall be kept and all records relating to an employee's record shall be retained on that file.

An employee shall have the right upon reasonable notice to have access to and review his/her personnel file and shall have the right to initial and date all documents on file. Such reply shall become part of the permanent 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 file.

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

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

- 24.02 The Employer shall have the right to have its representative present when the employee is examining his/her personnel file. The employee may request to have a Union Representative present when he/she is examining his/her personnel file.

**ARTICLE 25 - PROMOTIONS AND STAFF CHANGES**

- 25.01 When a new position is created or when a vacancy occurs, within the financial capability of the Employer to fill, the Employer shall post notice of the position in an agreed-upon designated place in each of its offices for a minimum of one (1) week. Such postings shall also be e-mailed to all staff. Positions shall be posted within four (4) weeks of vacancy. The Union shall receive a copy of all postings.

- 25.02 Such posting shall contain the following information:

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

- 25.03 When filling a new or vacant position in the bargaining unit, the most senior applicant in the classification in which the vacancy arises shall be awarded the position provided they possess the necessary skills, abilities, qualifications and reliability.

Successful applicants will be placed on trial for a period of sixty (60) working days, after which the placement may be confirmed. If, during the trial period, the successful applicant proves unsatisfactory or wishes to return voluntarily, (s)he will be returned to his/her former classification until such time as a comparable position becomes available, at which time (s)he will be given priority for placement in such position.

- 25.04 No employee shall be promoted to a position outside the bargaining unit without his/her written consent. An employee shall have the right to return and the Employer shall have the right to return the employee to a position in the bargaining unit during his/her trial period, which shall be the maximum of sixty (60) days. If an employee returns to the bargaining unit, (s)he shall be placed in a job consistent with his/her seniority. Such return shall not result in the layoff of an employee holding greater seniority. The Union shall be notified when an employee is promoted out of the bargaining unit.

- 25.05 Employees may request consideration for reclassification by applying through the reclassification process for review of their wages.

- 25.06 Within seven (7) calendar days of the reclassification, promotion or hiring, the Union shall be advised in writing of the full name, mailing address, classification and starting wage rate of new or reclassified employees.

**ARTICLE 26 - VACATION**

- 26.01 For purposes of this Agreement, a vacation year is the period beginning on the first day of April and ending on the thirty-first day of March next following.
- 26.02 Employees shall earn vacation leave credits on the following basis:
- In the first calendar year and each year thereafter - twenty (20) working days per year;
- In the calendar year of the fifth (5<sup>th</sup>) anniversary and each year thereafter - twenty-five (25) working days;
- In the calendar year of the tenth (10<sup>th</sup>) anniversary and each year thereafter - thirty (30) working days;
- In the calendar year of the thirtieth (30<sup>th</sup>) anniversary and each year thereafter - thirty-five (35) working days.
- 26.03 An employee with less than one (1) year's service is eligible for vacation with pay on a pro rata basis.
- 26.04 Part-time employees shall receive vacation pay prorated to a full-time equivalent, and shall be eligible to receive the number of days leave in accordance with 26.02.
- 26.05
- (a) Vacation leave may be taken only with the consent of the Employer and will not be unreasonably withheld.
  - (b) Vacation leave shall commence at the end of the employee's workweek and scheduled days off.
  - (c) All employees may use vacation credits as earned from their date of hire.
  - (d) With the written approval of the Employer, vacation leave may, in exceptional circumstances, be carried forward to the next following year to supplement the vacation period of that year.
- 26.06 Upon the death of an employee, their estate shall receive their accumulated vacation credits.
- 26.07 Immediately upon ratification, in recognition of the length of service, each full-time employee shall receive one (1) additional week (five [5] days) of vacation on completion of twenty (20) years of continuous service and on completion of each subsequent fifth (5<sup>th</sup>) anniversary of employment (i.e. 25<sup>th</sup>, 30<sup>th</sup>, 35<sup>th</sup>, 40<sup>th</sup>, and so on). These entitlements will become effective on the employee's anniversary date.

**ARTICLE 27 - HOLIDAYS**

27.01 The following holidays shall be observed:

- |                    |  |
|--------------------|--|
| (a) New Year's Day | (h) Labour Day   |
| (b) Louis Riel Day | (i) <b>Orange Shirt Day</b>  |
| (c) Good Friday    | (j) Thanksgiving Day   |
| (d) Easter Monday  | (k) Remembrance Day  |
| (e) Victoria Day   | (l) Christmas Day  |
| (f) Canada Day     | (m) Boxing Day   |
| (g) Civic Holiday  | (n) Any other holiday proclaimed by Federal or Provincial Statutes |

Where any of the said days fall on a Saturday or Sunday, the working day following the holiday shall be observed as the holiday in lieu thereof. Nothing in this subsection shall prohibit the parties to this Agreement from altering the date of the observance of any of the above holidays.

27.02 An employee is entitled to pay for a holiday on which (s)he does not work, provided:

- (a) (s)he did not fail to report for work after having been called to work on the day of the holiday; and
- (b) the employee was not absent from work without the Employer's consent on either the regular working day immediately preceding or following the holiday unless the absence is by reason of established illness.

27.03 An employee who is entitled to pay for a general holiday and is required to work on the general holiday when it is not a regular scheduled working day, shall, in addition to the regular general holiday pay be compensated at one and one-half (1.5) the employee's rate of pay for all hours worked on the holiday, or be granted equivalent compensatory leave (1.5 hours' leave for every hour worked) for such hours worked at his/her straight time rate of pay.

27.04 An employee who is scheduled and who works on a general holiday shall be compensated at one and one-half (1.5) times the employee's rate of pay for all hours worked on the holiday, and shall choose to receive general holiday pay or an alternate day off with pay at a time agreeable to the employee's supervisor.

27.05 Where an employee who has been required to work on holidays, leaves the employ of the Employer (s)he shall be entitled to receive pay in lieu of that number of days' leave of absence that has not been granted to him to which (s)he is normally eligible under Section .04.

- 27.06 Where a holiday falls within the vacation period of an employee, one (1) additional working day shall be added to the employee's vacation entitlement in lieu of the statutory holidays.

#### ARTICLE 28 - SICK LEAVE

- 28.01 Sick leave means a period when an employee is unable to perform regular duties as a result of illness or injury or quarantine as a result of the order of a duly qualified physician and includes a period of time that an employee is away from work due to the examination or treatment of a physician, psychotherapist, EAP professional, chiropractor or dentist, or because of an accident for which compensation is not payable under the *Workers' Compensation Act*.
- 28.02 The sick leave to which a full-time permanent employee is entitled shall accumulate at the rate of one and one-half (1½) days per month during an employee's first four (4) years of service (effective May 1, 1983) and two (2) days per month during the employee's fifth (5<sup>th</sup>) and subsequent years of continuous service. Sick leave shall not accumulate beyond two hundred and eight (208) working days.
- 28.03 Employees employed on a part-time or term basis shall be granted sick leave with pay on a pro rata basis.
- 28.04 A deduction shall be made from accumulated sick leave of all normal working days absent for sick leave.
- 28.05 Sick leave shall continue to accrue if an employee is absent on any period of a paid leave of absence.
- 28.06 An employee who has been absent on sick leave with pay, upon returning to work, shall continue to accumulate sick leave in accordance with Section .02.
- 28.07 Sick leave accumulates from the date of hire but sick time paid to a probationary employee will be deducted from the employee's final pay if (s)he fails to be placed on permanent staff.
- 28.08 Sick leave will be paid only if an employee has sufficient sick time accumulated to cover the period in question.
- 28.09 Sick leave shall not accumulate during periods when an employee is on an unpaid leave of absence in excess of thirty (30) days or on sick leave for a period of more than twenty-one (21) consecutive calendar days.
- 28.10 Where an employee is absent because of illness or injury, (s)he shall notify his/her immediate superior of his/her absence due to illness or injury as soon as possible.

- 28.11 An employee may be required to furnish a medical certificate when requested by the Employer to verify illness or fitness to return to work. Failure to produce a medical certificate acceptable to the Employer within five (5) days of the request may result in a loss of pay for the period of absence. Such loss of pay does not preclude the Employer from further disciplining an employee for improper absence from work.
- 28.12 Where an employee has been absent because of illness or injury, (s)he shall complete and submit on return, a form as required.
- 28.13 Where an employee becomes incapacitated by illness or injury during the period of his/her scheduled annual vacation, the Employer shall grant sick leave and credit the employee with alternate days' vacation equivalent to the number of days approved sick leave providing the incapacitation is over three (3) days. The employee may be required to provide proof of illness satisfactory to the Agency.
- 28.14 If a paid holiday falls on a day on which an employee is receiving sick leave benefits, such day shall be paid as a holiday and not deducted from the employee's sick leave credits.
- 28.15 When an employee has been authorized by his/her supervisor to be absent from work because of a doctor's or dentist's appointment, a deduction from the employee's accumulated sick leave shall be made for the period of absence.
- 28.16 Employees shall be entitled to use up to six (6) days per year from their accumulated sick leave days as "personal leave" days. **This time will be prorated for part time employees. This will not result in a decrease of "personal leave" days for current employees at the time of ratification.** It is understood that these days must be approved in advance by the Supervisor and documented as "personal leave" days on the appropriate Agency form.
- 28.17 Where it can be demonstrated by the employee that no one at home other than the employee can provide for the needs during illness of an immediate family member, an employee shall be entitled, after notifying his/her Supervisor, to use a maximum of three (3) accumulated sick leave days per illness to care for that family member.
- 28.18 **The parties recognize that all addictions and disorders may occur and has the potential to adversely affect an employee's work performance. With a medical note from their physician, an employee will be granted sick leave to pursue treatment that involves time away from work for participation in treatment.**

**ARTICLE 29 - LEAVE OF ABSENCE**

- 29.01 An employee, upon request in writing being made to the Employer may be granted a leave of absence without pay for good and sufficient reason.
- Arrangements may be made, where permitted under the terms of the plan, for an employee to carry contributory benefits during a leave of absence without pay. The employee shall make his/her request in writing, prior to commencement of the leave.
- 29.02 An employee shall be allowed up to one (1) day off with pay to process his/her Canadian citizenship application.
- 29.03 Upon giving two (2) weeks' prior written notice to the Employer, employees elected or appointed to represent the Union at a convention or other function shall be granted a leave of absence without pay in order to attend such function, provided that such leave of absence does not interfere with the Employer's operation. Such leave will be restricted to one (1) member from each service team of the Agency. Such employee shall receive his/her rate of pay and benefits as provided in the Agreement and the Union shall reimburse the Employer for all wages and cost of said benefits including the Employer's share of pension contributions paid by the Employer during the period of absence.
- 29.04 Upon giving one (1) month's prior written notice to the Employer. An employee who is appointed or elected to a full-time position with the Union, or is elected to a full-time position with the Canadian Labour Congress, Manitoba Federation of Labour or a Labour Council shall be granted leave of absence without pay or benefits and without loss, or accrual of seniority, for a period of up to one (1) year. This leave may be extended for additional one (1) year periods, to a maximum of three (3) years. Employees may take only one (1) leave of absence at a time, with a minimum of twelve (12) months between leaves.

**ARTICLE 30 - COURT LEAVE**

- 30.01 An employee who is summoned for jury duty or who receives a summons or subpoena to appear as a witness at a court proceeding other than a court proceeding occasioned by the employee's private affairs, shall be granted a leave of absence with pay for the required period of absence and all jury or witness fees received by the employee shall be remitted to the Employer.

**ARTICLE 31 - MATERNITY LEAVE****Plan A**

- 31.01 An employee who qualifies for maternity leave may apply for such leave in accordance with either Plan A or Plan B, but not both.
- 31.02 Every pregnant employee:
- (a) who has completed seven (7) continuous months of employment for or with the Employer;
  - (b) who submits to the Employer an application in writing for leave under this section 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
  - (c) who provides the Employer with a certificate of a duly qualified medical practitioner certifying that she is pregnant and specifying the estimated date of her delivery;
- is entitled to and shall be granted maternity leave without pay consisting of:
- (d) a period not exceeding twenty (20) weeks if delivery occurs on or before the date of delivery specified in the certificate mentioned in clause (c); or
  - (e) a period of twenty (20) weeks plus an additional period equal to the period between the date of delivery specified in the certificate mentioned in clause (c) and the actual date of delivery, if delivery occurs after the date mentioned in that certificate;
  - (f) subject to clause (g), a compulsory period of six (6) weeks immediately following the actual date of delivery;
  - (g) the Employer may vary the length of maternity leave upon proper certification by the attending physician.
- 31.03 Sections 52 through 59 inclusive of the *Employment Standards Code* respecting maternity and parental leaves shall apply “mutatis mutandis”.
- 31.04 An employee who has been granted maternity leave shall be permitted to apply up to a maximum of **five (5)** days of **their** accumulated sick leave against the Employment Insurance waiting time.

**Plan B**

- 31.05 Effective the latter of:

- (a) the biweekly pay period following the date of signing, or
- (b) **The date upon which the employee is eligible for Employment Insurance Maternity benefits.**

and limited to maternity leaves commencing on or after that date, the provisions of Plan B will come into effect.

31.06 In order to qualify for Plan B a pregnant employee must:

- (a) have completed seven (7) continuous months of employment with the Employer;
- (b) 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;
- (c) 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;
- (d) provide the Employer with proof that **the employee** has applied for Employment Insurance benefits and that the **Service Canada** has agreed that the employee has qualified for and is entitled to such E.I. benefits pursuant to the *Employment Insurance Act*.

31.07 An applicant for maternity leave under Plan B must sign an agreement with the Employer providing that:

- (a) 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, unless she has pre-arranged to return to work on a less than full-time basis.
  - (i) When a full-time employee returns to work on a scheduled part-time basis or to a job-sharing arrangement (should the parties agree to such an arrangement), she will be required to work the equivalent of six (6) months service within a fifteen (15) month period.
- (b) she will return to work on the date of the expiry of her maternity leave unless this date is modified by the Employer, and
- (c) should she fail to return to work as provided under (a) and/or (b) above, 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.

- 31.08 An employee who qualifies is entitled to a maternity leave consisting of:
- (a) a period not exceeding seventeen (17) weeks if delivery occurs on or before the date of delivery specified in the certificate mentioned in Section .08 (c), or
  - (b) 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 .08 (c) and the actual date of delivery, if delivery occurs after the date mentioned in that certificate;
  - (c) the Employer may vary the length of maternity leave upon proper certification by the attending physician.
- 31.09 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:
- (a) for the first **one (1)** week, an employee shall receive ninety-three percent (93%) of her weekly rate of pay;
  - (b) for up to a maximum of fifteen (15) additional weeks. payments equivalent to the difference between the E.I. benefits the employee is eligible to receive and ninety-three percent (93%) of her weekly rate of pay;
  - (c) all other time as may be provided under Section 30.08 shall be on a leave without pay basis.
- 31.10 Plan B applies only to full-time and part-time employees.
- 31.11 During the period of leave, sick leave and vacation benefits will not accrue.
- 31.12 Sections 52 through 59 inclusive of the *Employment Standards Act* respecting maternity leave shall apply "mutatis mutandis".
- 31.13 Parental Leave
- (a) In order to qualify for parental leave, an employee must:
    - (i) be the natural mother of a child; or
    - (ii) be the natural father of a child or he must assume actual care and custody of his/her newborn child; or

- (iii) adopt a child under the law of a province.
- (b) An employee who qualifies under (a) must:
  - (i) have completed seven (7) continuous months of employment; and
  - (ii) submit to the Employer an application in writing for parental leave at least four (4) weeks before the day specified in the application as the day on which the employee intends to commence the leave.
- (c) An employee who qualifies in accordance with 31.13 (a) and (b) is entitled to parental leave without pay for a continuous period of up to **sixty-three (63)** weeks.
- (d) Subject to Article 31.13 (e) parental leave must commence no later than the first anniversary date of the birth or adoption of the child or the date on which the child comes into the actual care and custody of the employee.
- (e) Where an employee takes parental leave in addition to maternity leave, the employee must commence the parental leave immediately on expiry of the maternity leave without a return to work unless otherwise approved by the Employer.

#### **ARTICLE 32 - BEREAVEMENT/CRITICAL CARE LEAVE**

- 32.01 An employee may be granted bereavement leave for a period of up to five (5) days without loss of salary in the event of a death of a member of an employee's immediate family.
- 32.02 For purpose of granting bereavement leave, **proof such as an obituary may be required. For the purpose of granting critical illness leave, a medical note may be required.** Immediate family is defined as father, father-in-law, mother, mother-in-law, brother, sister, spouse, child (born or unborn) or ward of the employee, son-in-law or daughter-in-law, common-law spouse/live-in partner, grandparent(s), grandchild, fiancé, or relative permanently residing in the employee's household or with whom the employee permanently resides. Common-law spouse/live-in partner shall be defined as a partner cohabiting with the employee for a period of at least six (6) months. Fiancé shall be defined as a man or woman who is formally engaged to be married to the employee. Add: "step" and "great" to definition of family.
- 32.03 An employee may be granted bereavement leave up to a maximum of one (1) day, without loss of salary in the event of the death of the employee's sister-in-law, brother-in-law, aunt or uncle, or to serve as pallbearer or eulogist.

- 32.04 At the discretion of the Executive Director, an employee may be granted additional bereavement or special leave up to a maximum of ten (10) days without pay.
- 32.05 An employee shall be entitled to additional bereavement leave up to a maximum of two (2) days without loss of salary, upon request, for the purpose of attending a funeral for which the employee is otherwise entitled to bereavement leave, at a distance of two hundred and twenty-five (225) kilometres from the employee's home.
- 32.06 An employee who is entitled to bereavement leave under this Article, while on scheduled vacation, shall have a vacation credit restored for the number of applicable days.
- 32.07 In the case of a critical illness in the immediate family, an employee may be granted leave with pay up to a maximum of five (5) days. A medical certificate may be required at the discretion of the Employer. Such leave shall be charged against the employee's sick leave credits.

### **ARTICLE 33 - COMPASSIONATE CARE LEAVE**

The parties agree that eligible employees will be entitled to unpaid Compassionate Care Leave subject to the following terms and conditions:

- 33.01 An employee who has been employed by the Employer for thirty (30) or more days will be eligible to apply for unpaid compassionate care leave of up to twenty-eight (28) weeks to provide care or support to a critically ill family member. Entitlement to such leave and the scope of the term "family member" will be subject to the provisions of Section 59.2 of the *Employment Standards Code* of Manitoba.
- 33.02 In order to be eligible for such leave, the employee must provide the Employer with a physician's certificate stating that a family member of the employee has a serious medical condition with a significant risk of death within twenty-six (26) weeks from the date when the leave either commenced or will begin and that the family member requires the care and support of one or more family members.
- 33.03 No period of leave may be less than one (1) week's duration. An employee may take no more than six (6) periods of leave totalling no more than twenty-eight (28) weeks. The period of leave must end no later than fifty-two (52) weeks after the day the first period of leave began.
- 33.04 Where possible, the employees shall provide the Employer with at least two (2) weeks' notice of his/her request for such leave.

- 33.05 At the end of such leave, the Employer shall reinstate the employee to the position the employee occupied when the leave began or to a comparable position, with not less than the wages and any other benefits earned by the employee immediately before the leave began, provided however that such obligation will not apply if the employee is either laid off, terminated, or otherwise not reinstated for reasons unrelated to the leave.
- 33.06 Notwithstanding the provisions of Article 16 (Seniority), seniority shall accrue during any period of leave that is granted pursuant to the foregoing provisions.
- 33.07 An employee who is entitled to utilize five (5) days of bereavement/critical care leave pursuant to Article 32 of the Collective Agreement may, if such leave has not already been utilized, utilize such leave at the outset of and in lieu of the first week of any unpaid compassionate care leave that is available pursuant to this Article.
- 33.08 In the event that the family member dies while the employee is absent on unpaid compassionate care leave, the employee shall be eligible to utilize up to five (5) days paid bereavement/critical care leave pursuant to Article 32, provided however that the leave commences with the date of the family member's death and provided further that the employee provides the Employer with written confirmation that he or she has not and will not accept any Employment Insurance benefits with respect to any portion of the period of bereavement leave.
- 33.09 Unless the employee and the Employer agree otherwise, an employee may end a leave earlier than the expiry of twenty-eight (28) weeks by giving the Employer at least forty-eight (48) hours' notice with his or her expected date of return.

#### **ARTICLE 34 - ADOPTIVE PARENT LEAVE**

- 34.01 Every employee who:
- (a) has adopted a child under the law of any province;
  - (b) has completed twelve (12) consecutive months of employment for or with an Employer; and
  - (c) has submitted to the Employer an application, in writing, for leave at least four (4) weeks before the day specified in the application as the day on which the employee intends to commence such leave;
- is entitled to and shall be granted adoption leave without pay in accordance with the provisions of Article 31.12 of the Collective Agreement.

**ARTICLE 35 - STRIKES AND LOCKOUTS**

35.01 The Union agrees that during the term of this Agreement it will not cause, direct or consent to any slowdown, stoppage of work, picketing, strike or walkout on the part of the employees represented by the Union nor shall any employee(s) threaten or take part in any such action or any other action which would interfere with the Employer's operations. If any such action should be taken by the employee(s) then the Union will take affirmative measures to prevent the employee(s) from continuing such actions. If any such employee(s) shall take any such action contrary to this Article such employee(s) will be subject to disciplinary action or dismissal by the Employer.

The Employer agrees that neither it nor any one on its behalf shall threaten a lockout of any employee(s) and that there will be no lockout of its employee(s) for the duration of this Agreement.

35.02 No employees shall be required to cross a legally recognized picket line except in cases where, in the opinion of the Employing Authority, it is necessary to do so in order to provide emergency service. Any dispute shall be resolved by a decision reached with the Union President and the Employing Authority.

**ARTICLE 36 - TRAVEL AND TRANSPORTATION**

36.01 An employee who is authorized to use his/her own vehicle for the business of the Employer, and does so, shall be paid an allowance in accordance with the Employer's scale of car allowance which shall not be less than that approved by the Province of Manitoba. The employee is responsible for ensuring that the vehicle is properly insured for the purpose(s) that it is being used for.

36.02 An employee, in order to qualify for mileage payment, must abide by all the rules and regulations established by the Employer for payment of such mileage.

36.03 All employees who travel on Employer business must, as a condition of employment, have a properly serviced automobile and a valid driver's licence. Failure to operate such a vehicle or the loss of such license may be proper grounds for dismissing such employee. However, where the loss of the employee's driver's license is due not to a driving or criminal offense but due to declining health, then the Employer will examine possible redeployment options before taking such action. The employee will be asked to provide satisfactory medical evidence of said failing health.

36.04 When an employee's vehicle is vandalized or involved in a hit and run accident while the vehicle is on the Employer's property, the cost of the vehicle insurance

deductible shall be covered by the Employer, up to a maximum of two hundred dollars (\$200).

#### **ARTICLE 37 - JOINT CONSULTATION COMMITTEE**

- 37.01 A Joint Consultation Committee will be established and maintained. The Committee shall consist of no more than three (3) representatives of the Employer and three (3) representatives of the Union. The Committee shall meet quarterly or as mutually agreed to discuss matters of mutual concern which either party considers appropriate for discussion by the Committee.
- 37.02 The Committee may make recommendations to the Union and the Employer with respect to its discussions and conclusions but it shall not have jurisdiction over wages, or any matter of collective bargaining including the administration of this Agreement. The Committee shall not supersede the activities of any committee of the Union or its members or the Employer to its decisions or conclusions.

#### **ARTICLE 38 - CORRESPONDENCE**

- 38.01 All correspondence between the parties, arising out of this Agreement or incidental thereto, shall pass to and from the Executive Director of the Employer and the President of the Union and the National Representative.

#### **ARTICLE 39 - CONTINUATION OF ACQUIRED RIGHT**

- 39.01 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.

#### **ARTICLE 40 - NEGOTIATION MEETINGS**

- 40.01 Three (3) employees shall be allowed to attend meetings with the Employer for the purpose of contract negotiations, however only two (2) employees shall be allowed to attend without loss of remuneration. All time spent participating in contract negotiations shall be considered as time worked.

## **ARTICLE 41 - DURATION OF AGREEMENT**

- 41.01 This Agreement shall come into effect on April 1, 2024 and shall remain in effect until March 19, 2027. The Agreement shall remain in force and effect from year to year thereafter unless notice of termination of the Agreement or notice of request to negotiate a revision is given by either party not more than ninety (90) days and not less than thirty (30) days prior to the anniversary date hereof.
- 41.02 Where notice has been given as provided in this Article, the parties shall continue to be bound by the terms and conditions of this Agreement after the expiry date specified herein until either party gives to the other fourteen (14) days' prior written notice that negotiations have terminated.
- 41.03 Where no notice of termination has been given and where a party to this Agreement has given notice of request to negotiate a revision under section .01 of this Article, the parties shall, within twenty (20) working days following the receipt by either party of the specific proposal for revision to the Agreement, commence collective bargaining.
- 41.04 Unless specifically identified otherwise, all provisions of this Agreement shall become effective on the start of the pay period following ratification of this Agreement by the employees.
- 41.05 **Retro pay adjustments for the period between the expiration of the previous agreement and the date of ratification of this agreement shall be issued within sixty (60) calendar days time and shall apply to current employees.**
- Retro pay adjustments will apply by written request by former employees within forty-five (45) calendar days of ratification. Under the following circumstances, (a), (b), (c), and (d) will apply:**
- (a) **Employees who have left during the above-mentioned period by reason of retirement or to their estate in the event of their death;**
  - (b) **Employees who have left the agency during the above-mentioned period by reason of being laid off by the Employer;**
  - (c) **Term employees terminated at the end of a specific term of employment; or**
  - (d) **Employees who have voluntarily terminated their service.**

## **ARTICLE 42 - BIRTH LEAVE**

- 42.01 An employee who is not the birth mother may be granted up to a maximum of three (3) days leave with pay to attend to needs directly related to the birth of the

employee's child. Such leave may be granted on the day of, or the day following the birth or the day of the child's birth mother's admission to, or discharge from hospital.

#### **ARTICLE 43 - BENEFIT PLANS**

43.01 The Employer shall pay the full cost of the following plans:

- (a) Extended Health Benefits;
- (b) Semiprivate Hospital/Ambulance;
- (c) Employee Assistance;
- (d) Dental;
- (e) Long Term Disability;
- (f) Manitoba Workers' Compensation;
- (g) Travel Insurance;
- (h) Health Spending Account

Health Spending Account will be available to all employees eligible for extended health benefits on the following terms:

- (i) Effective date of ratification, maximum claim per year of \$950.00, said amount to be prorated for employees employed for less than twelve (12) months;
- (ii) Eligible expenses shall include professional medical services, dental services, prescription drugs, eyeglasses, gym memberships, fitness classes, or other health related expenditures as designated by Canada Revenue Agency Qualifying Medical Expenses (IT-519R2 or equivalent) that are not covered by any other plan, or to extend expenses already covered by the plans listed above;
- (iii) No carryover of Health Spending Account funding from one year to the next but an employee can carry forward claims for up to one year subsequent to signing.

43.02 The Employer and employees shall cost share the following plans:

- (a) Municipal Employees Pension Plan;

## (b) Agency Group Life Insurance Plan.

- 43.03 All plan documents are available from the Employer to employees for information.
- 43.04 The above noted benefits shall be subject to the terms and conditions of the Master Policies issued to the Employer by the insuring organization.
- 43.05 None of the above noted Plans shall form part of the Collective Agreement, but it is agreed that any failure by the Employer to provide coverage for eligible employees shall entitle the Union to submit such failure to arbitration.
- 43.06 It is understood that the Employer may at any time substitute another carrier for any plan, provided that the level of benefits remains the same. Before making such a substitution, the Employer shall advise the Union to explain the proposed change. Upon request by the Union, the Employer will provide to the Union full specification of the Benefit Programs contracted for and in effect for Employees covered herein.

**ARTICLE 44 - SEVERANCE/RETIREMENT**

- 44.01 In the event of a permanent layoff (i.e., where the employee is out of employment and is not hired by a successor or merged or amalgamated Employer) payment of one (1) week's severance for each complete year of service with the Employer, to a maximum of twenty-six (26) weeks. Severance pay is to be based on the last regular bi-weekly rate of pay or the employee's best five (5) years in the last seven (7) years, whichever is greater, and to be paid out to the estate in the event of death.
- 44.02 In the event that an employee retires from the Employer's service and at the time of such retirement, has a combined age and years of service equal to or greater than eighty (80), then the employee shall be entitled to one week's severance pay for each complete continuous year of service worked subsequent to April 1, 1990 to a maximum of twenty-six (26) weeks. Severance pay is to be based on the last regular bi-weekly rate of pay or the employee's best five (5) years in the last seven (7) years, whichever is greater, and to be paid out to the estate in the event of death.
- 44.03 In the event that an employee is seconded to another workplace due to circumstances that were outside of the employee's control, all years of service will count towards the final calculation of severance/retirement. In the event that an employee applies for secondment or requests that a secondment continue, and approval for the secondment is granted, only the first two (2) years of the secondment will count towards the final calculation of severance/retirement. Severance pay is to be based on the last regular bi-weekly rate of pay or the

employee's best five (5) years in the last seven (7) years, whichever is greater, and to be paid out to the estate in the event of death.

#### **ARTICLE 45 - CONTRACTING OUT**

45.01 The Employer agrees that no work performed by members of the bargaining unit shall be contracted out resulting in the layoff or reduction in the hours of work of any member of the bargaining unit.

#### **ARTICLE 46 - TECHNOLOGICAL CHANGE**

46.01 For the purposes of this Article, technological change means the introduction of equipment or materials into Agency operations which are likely to affect the job security of full-time and part-time employees.

46.02 Unless legislation is more favourable, the Employer shall notify the Union, in writing, at least ninety (90) days before the introduction of such technological change. Within five (5) working days of such notice, the parties shall meet to discuss methods of introduction of said equipment/materials. Time lines may be extended by mutual agreement.

46.03 The notice mentioned in 46.02 shall include the following:

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

46.04 No regular employee shall be dismissed or have his/her regular hours reduced by the Employer because of technological change.

#### **ARTICLE 47 - EDUCATION ALLOWANCE**

47.01 The Employer shall pay the full cost of any course of instruction required by the Employer.

**ARTICLE 48 - TERM EMPLOYEES**

- 48.01 Term employees shall accrue seniority on the same basis as regular employees provided there is no break between terms.
- 48.02 Term employees are not permitted bumping rights at the end of a term of employment. Nothing in this Agreement denies a term employee the right to apply for any vacancy to maintain employment security.
- 48.03 Term employees shall be made permanent employees of the Agency upon completion of two (2) years' continuous service, except in the cases of secondment, union leave, sick leave or workers compensation replacements that are in excess of two (2) years.

**ARTICLE 49 - EXPENSES**

- 49.01 Upon ratification, the Agency shall provide meal allowances to a maximum as follows:
- (a) Breakfast - \$9.00
  - (b) Lunch - \$14.00
  - (c) Dinner - \$18.37
- or any higher amount provided by the policy of the Province of Manitoba. Eligibility requirements remain as per Agency policy.
- 49.02 Where an employee, because of the action of a client, suffers damage, theft or destruction of personal effects including eyeglasses, false teeth, a watch, clothing, or other items required or requested by the Agency to carry out the work of the employee in the performance of the employee's duties, the employee shall be reimbursed at:
- (a) full replacement cost provided that the item that is stolen or damaged beyond repair has been purchased within six (6) months of the incident;
  - (b) if the item has been purchased within six (6) months to two (2) years of the incident, at eighty-five percent (85%) of the replacement cost;
  - (c) at seventy-five percent (75%) of the replacement cost in all other cases.

Where repairs are able to be made to the personal effects, the employee shall be reimbursed for the reasonable cost of those repairs.

All incidents of theft, destruction of or damage to these personal effects shall be reported in writing, by the employee whose personal effects are stolen or damaged, to the employing authority within forty-eight (48) hours of the incident. The report will include a description of the circumstances that lead to the theft or destruction of, a description of the item(s) stolen or damaged, including where the item was originally purchased, the cost of the item, whether the item is covered by insurance and the approximate date of purchase.

Employees are responsible for any personal effects which are brought to their place of work and are not specifically required in the course of their employment and no claim for compensation will be considered.

Where compensation is available from an employee's personal insurance, the deductible portion may be claimed.

Each incident respecting theft, destruction or, or damage to, these personal effects shall be assessed separately.

- 49.03 The Employer agrees to cover the costs of checks on police record, Child Abuse Registry and Vulnerable Adult Sector registries, when these are required for employment or promotion. This does not apply to pre-employment checks.

#### **ARTICLE 50 - AFTER HOURS DUTY PAY**

- 50.01 An employee, who has been designated by the Agency to be available to cover the After Hours Position on a regular working day shall be entitled to payment for each eight (8) hour period a lump sum amount equivalent to two (2) times the employees regular hourly rate of pay.

An employee, who has been designated by the Agency to be available to cover the After Hours Position on a day of rest or general holiday shall be entitled to payment for each eight (8) hour period a lump sum amount equivalent to two and one-half (2.5) times the employee's regular hourly rate of pay.

To be eligible for After Hours Duty Pay, the designated employee must be available during the designated period at a known telephone number or by another method of communication as mutually agreed between the Agency and the employee and must be available to respond as quickly as possible when called.

The After Hours Duty Pay includes the responsibility to respond to phone calls and other forms of electronic communications which do not involve a return to work. If such calls individually or in total exceed one-half (.5) hour, the designated employee is entitled to claim overtime for the period beyond one-half (.5) hour at the applicable overtime rate. The provisions respecting minimum call-out do not apply in these circumstances.

If the designated employee is called back to work, they shall be compensated at overtime rates of one and one-half (1.5) times their regular hourly rate of pay for actual hours worked.

#### **ARTICLE 51 - CIVIL LIABILITY**

51.01 If an action or proceeding is brought against any employee covered by this Agreement for a tort, or any other act or omission alleged to have been committed in the course of the employee's duties, provided such actions do not constitute a gross disregard or neglect of duty, or do not comprise any fraudulent or malicious act or omission then:

- (a) The employee, upon being served with any legal process, or upon receipt of notification of any action or proceeding as hereinbefore referred to, being commenced against him shall advise the Employer of any such notification or legal process;
- (b) The Employer shall pay any damages or costs awarded against any such employee in any such action or proceedings and all legal fees, and/or;
- (c) The Employer shall pay any sum required to be paid by such employee in connection with the settlement of any claim made against such employee if such settlement is approved by the Employer, before same is finalized;
- (d) Upon the employee notifying the Employer in accordance with paragraph (a) above, the Employer shall forthwith refer the matter to the Employer's insurance carrier for appointment of counsel. Should the counsel be acceptable, the employee agrees to cooperate fully with appointed counsel. Should the counsel not be acceptable to the employee, the Employer shall not be responsible for payment of legal fees, damages, costs, or sums agreed to by way of settlement.

#### **ARTICLE 52 – REGISTRATION WITH THE COLLEGE OF SOCIAL WORKERS OF MANITOBA**

52.01 **The Employer recognizes a past requirement of all social workers to be registered with the Manitoba College of Social Workers. Upon ratification of this agreement, this is no longer being required by the Employer.**

**If a current employee retains their registration, the Employer will reimburse the Employee up to \$250.00 upon proof of registration. Should the Employee decide not to become registered, no reimbursement will be provided for possible future registration. New employees will not be reimbursed for registration.**

If the Employer makes registration a requirement of employment again in the future, they will again pay the sum of \$250.00 for proof of registration.

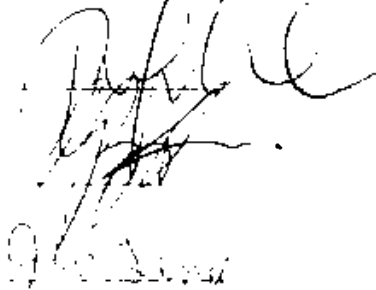
**52.02 Underfilling Social Worker Positions**

In the event the Employer has posted internally and externally and not received acceptable applicants who possess the preferred education qualifications of a BSW or MSW, the Employer may consider otherwise acceptable applicants with lesser qualifications.

**IN WITNESS WHEREOF:**

The parties have executed this Agreement this 3<sup>rd</sup> day of February, 2023.

**SIGNED ON BEHALF OF:  
CANADIAN UNION OF PUBLIC  
EMPLOYEES, LOCAL 2483**



**SIGNED ON BEHALF OF:  
CHILD & FAMILY SERVICES OF  
CENTRAL MANITOBA**



**SCHEDULE "A"****Child & Family Service of Central Manitoba****WAGES****General Wage Increase:**

Effective April 1, 2024 – 2.75%

Effective April 1, 2025 – 3%

Effective April 1, 2026 – 3%

**CUPE HSI**

<b>Year 1 – 2.75% - March 23, 2024 – March 21, 2025</b>			
<b>Base Salary</b>	<b>Annual</b>	<b>Bi-weekly</b>	<b>Hourly</b>
1 - \$25.77	\$49,914.80	\$1,919.80	\$26.48
2 - \$26.68	\$51,667.85	\$1,987.23	\$27.41
3 - \$27.66	\$53,571.70	\$2,060.45	\$28.42
4 - \$28.67	\$55,532.10	\$2,135.85	\$29.46
5 - \$29.62	\$57,360.55	\$2,206.16	\$30.43
6 - \$30.82	\$59,697.95	\$2,296.08	\$31.67
7 - \$31.44	\$60,891.91	\$2,334.17	\$32.20
LSS-15 - \$31.96	\$62,109.75	\$2,380.85	\$32.84
LSS-20	\$63,147.50	\$2,428.75	\$33.50

<b>Year 2 – 3% - March 22, 2025 – March 20, 2026</b>			
1	\$51,412.24	\$1,977.39	\$27.27
2	\$53,217.89	\$2,046.84	\$28.23
3	\$55,178.85	\$2,122.26	\$29.27
4	\$57,198.06	\$2,199.93	\$30.34
5	\$59,081.37	\$2,272.36	\$31.34
6	\$61,488.89	\$2,364.96	\$32.62
7	\$62,718.67	\$2,404.19	\$33.16
LSS-15	\$63,973.04	\$2,452.28	\$33.82
LSS-20	\$65,041.93	\$2,501.61	\$34.51

<b>Year 3 – 3% - March 21, 2026 – March 20, 2027</b>			
1	\$52,954.61	\$2,036.71	\$28.09
2	\$54,814.43	\$2,108.25	\$29.08
3	\$56,834.22	\$2,185.93	\$30.15
4	\$58,914.00	\$2,265.93	\$31.25
5	\$60,853.81	\$2,340.53	\$32.28
6	\$63,333.56	\$2,435.91	\$33.60
7	\$64,600.23	\$2,476.32	\$34.15
LSS-15	\$65,892.23	\$2,525.85	\$34.83
LSS-20	\$66,993.19	\$2,576.66	\$35.55

## CUPE HS2

<b>Year 1 – 2.75% - March 23, 2024 – March 21, 2025</b>			
<b>Base Salary</b>	<b>Annual</b>	<b>Bi-weekly</b>	<b>Hourly</b>
<b>1 - \$27.66</b>	\$53,571.70	\$2,060.45	\$28.42
<b>2 - \$28.67</b>	\$55,532.10	\$2,135.85	\$29.46
<b>3 - \$29.62</b>	\$57,360.55	\$2,206.18	\$30.43
<b>4 - \$30.82</b>	\$59,697.95	\$2,296.08	\$31.67
<b>5 - \$32.00</b>	\$61,978.80	\$2,383.80	\$32.88
<b>6 - \$33.24</b>	\$64,372.75	\$2,475.88	\$34.15
<b>7 - \$34.07</b>	\$65,993.85	\$2,538.23	\$35.01
<b>8</b>	\$67,313.35	\$2,588.98	\$35.71
<b>9</b>	\$68,651.70	\$2,640.45	\$36.42
<b>10</b>	\$70,027.75	\$2,693.38	\$37.15
<b>LSS-15</b>	\$71,422.65	\$2,747.03	\$37.89
<b>LSS-20</b>	\$72,855.25	\$2,802.13	\$38.65

<b>Year 2 – 3% - March 22, 2025 – March 20, 2026</b>			
<b>1</b>	\$55,178.85	\$2,122.26	\$29.27
<b>2</b>	\$57,198.06	\$2,199.93	\$30.34
<b>3</b>	\$59,081.37	\$2,272.36	\$31.34
<b>4</b>	\$61,488.89	\$2,364.96	\$32.62
<b>5</b>	\$63,838.16	\$2,455.31	\$33.87
<b>6</b>	\$66,303.93	\$2,550.15	\$35.17
<b>7</b>	\$67,973.67	\$2,614.37	\$36.06
<b>8</b>	\$69,330.30	\$2,666.55	\$36.78
<b>9</b>	\$70,725.20	\$2,720.20	\$37.52
<b>10</b>	\$72,138.95	\$2,774.58	\$38.27
<b>LSS-15</b>	\$73,590.40	\$2,830.40	\$39.04
<b>LSS-20</b>	\$75,060.70	\$2,886.95	\$39.82

<b>Year 3 – 3% - March 21, 2026 – March 20, 2027</b>			
<b>1</b>	\$56,834.22	\$2,185.93	\$30.15
<b>2</b>	\$58,914.00	\$2,265.93	\$31.25
<b>3</b>	\$60,853.81	\$2,340.53	\$32.28
<b>4</b>	\$63,333.56	\$2,435.91	\$33.60
<b>5</b>	\$65,753.30	\$2,528.97	\$34.89
<b>6</b>	\$68,293.05	\$2,626.65	\$36.23
<b>7</b>	\$70,012.88	\$2,692.80	\$37.14
<b>8</b>	\$71,403.80	\$2,746.30	\$37.88
<b>9</b>	\$72,836.40	\$2,801.40	\$38.64
<b>10</b>	\$74,287.85	\$2,857.23	\$39.41
<b>LSS-15</b>	\$75,777.00	\$2,914.50	\$40.20
<b>LSS-20</b>	\$77,285.00	\$2,972.50	\$41.00

**CUPE HS3**

<b>Year 1 – 2.75% - March 23, 2024 – March 21, 2025</b>			
<b>Base Salary</b>	<b>Annual</b>	<b>Bi-weekly</b>	<b>Hourly</b>
<b>1 - \$29.62</b>	\$57,360.55	\$2,206.18	\$30.43
<b>2 - \$30.82</b>	\$59,697.95	\$2,296.08	\$31.67
<b>3 - \$32.00</b>	\$61,978.80	\$2,383.80	\$32.88
<b>4 - \$33.24</b>	\$64,372.75	\$2,475.88	\$34.15
<b>5 - \$34.51</b>	\$66,842.10	\$2,570.85	\$35.46
<b>6 - \$35.89</b>	\$69,518.80	\$2,673.80	\$36.88
<b>7 - \$37.30</b>	\$72,252.05	\$2,778.93	\$38.33
<b>8 - \$39.24</b>	\$76,003.20	\$2,923.20	\$40.32
<b>9 - \$40.03</b>	\$77,530.05	\$2,981.93	\$41.13
<b>LSS-15 - \$41.03</b>	\$79,471.60	\$3,056.60	\$42.16
<b>LSS-20</b>	\$81,055.00	\$3,117.50	\$43.00

<b>Year 2 – 3% - March 22, 2025 – March 20, 2026</b>			
<b>1</b>	\$59,081.37	\$2,272.36	\$31.34
<b>2</b>	\$61,488.89	\$2,364.96	\$32.62
<b>3</b>	\$63,838.16	\$2,455.31	\$33.87
<b>4</b>	\$66,303.93	\$2,550.15	\$35.17
<b>5</b>	\$68,847.36	\$2,647.98	\$36.52
<b>6</b>	\$71,604.36	\$2,754.01	\$37.99
<b>7</b>	\$74,419.61	\$2,862.29	\$39.48
<b>8</b>	\$78,283.30	\$3,010.90	\$41.53
<b>9</b>	\$79,855.95	\$3,071.38	\$42.36
<b>LSS-15</b>	\$81,855.75	\$3,148.30	\$43.42
<b>LSS-20</b>	\$83,486.65	\$3,211.03	\$44.29

<b>Year 3 – 3% - March 21, 2026 – March 20, 2027</b>			
<b>1</b>	\$60,853.81	\$2,340.53	\$32.28
<b>2</b>	\$63,333.56	\$2,435.91	\$33.60
<b>3</b>	\$65,753.30	\$2,528.97	\$34.89
<b>4</b>	\$68,293.05	\$2,626.65	\$36.23
<b>5</b>	\$70,912.78	\$2,727.42	\$37.62
<b>6</b>	\$73,752.49	\$2,836.63	\$39.13
<b>7</b>	\$76,652.20	\$2,948.16	\$40.66
<b>8</b>	\$80,631.80	\$3,101.23	\$42.78
<b>9</b>	\$82,251.63	\$3,163.52	\$43.63
<b>LSS-15</b>	\$84,311.42	\$3,242.75	\$44.72
<b>LSS-20</b>	\$85,991.25	\$3,307.36	\$45.62

## CUPE HS4

<b>Year 1 – 2.75% - March 23, 2024 – March 21, 2025</b>			
<b>Base Salary</b>	<b>Annual</b>	<b>Bi-weekly</b>	<b>Hourly</b>
<b>1 - \$32.30</b>	\$62,563.15	\$2,406.28	\$33.19
<b>2 - \$33.36</b>	\$64,617.80	\$2,485.30	\$34.28
<b>3 - \$34.52</b>	\$66,860.95	\$2,571.58	\$35.47
<b>4 - \$35.78</b>	\$69,292.60	\$2,665.10	\$36.76
<b>5 - \$37.08</b>	\$71,818.50	\$2,762.25	\$38.10
<b>6 - \$38.41</b>	\$74,400.95	\$2,861.58	\$39.47
<b>7 - \$39.85</b>	\$77,190.75	\$2,968.88	\$40.95
<b>8 - \$41.45</b>	\$80,282.15	\$3,087.78	\$42.59
<b>9 - \$43.03</b>	\$83,335.85	\$3,205.23	\$44.21
<b>10 - \$44.66</b>	\$86,502.65	\$3,327.03	\$45.89
<b>11 - \$45.55</b>	\$88,218.00	\$3,393.00	\$46.80
<b>LSS-15 - \$46.69</b>	\$90,423.45	\$3,477.83	\$47.97
<b>LSS-20</b>	\$92,233.05	\$3,547.43	\$48.93

<b>Year 2 – 3% - March 22, 2025 – March 20, 2026</b>			
<b>1</b>	\$64,440.04	\$2,478.46	\$34.19
<b>2</b>	\$66,556.33	\$2,559.86	\$35.31
<b>3</b>	\$68,866.78	\$2,648.72	\$36.53
<b>4</b>	\$71,371.38	\$2,745.05	\$37.86
<b>5</b>	\$73,973.06	\$2,845.12	\$39.24
<b>6</b>	\$76,632.98	\$2,947.42	\$40.65
<b>7</b>	\$79,506.47	\$3,057.94	\$42.18
<b>8</b>	\$82,690.61	\$3,180.41	\$43.87
<b>9</b>	\$85,835.93	\$3,301.38	\$45.54
<b>10</b>	\$89,097.73	\$3,426.84	\$47.27
<b>11</b>	\$90,864.54	\$3,484.79	\$48.20
<b>LSS-15</b>	\$93,136.15	\$3,582.16	\$49.41
<b>LSS-20</b>	\$95,000.04	\$3,653.85	\$50.40

<b>Year 3 – 3% - March 21, 2026 – March 20, 2027</b>			
<b>1</b>	\$66,373.24	\$2,552.81	\$35.22
<b>2</b>	\$68,553.02	\$2,636.66	\$36.37
<b>3</b>	\$70,932.78	\$2,728.18	\$37.63
<b>4</b>	\$73,512.52	\$2,827.40	\$39.00
<b>5</b>	\$76,192.25	\$2,930.47	\$40.42
<b>6</b>	\$78,931.97	\$3,035.84	\$41.87
<b>7</b>	\$81,891.66	\$3,149.68	\$43.45
<b>8</b>	\$85,171.33	\$3,275.82	\$45.19
<b>9</b>	\$88,411.01	\$3,400.42	\$46.91
<b>10</b>	\$91,770.66	\$3,529.65	\$48.69
<b>11</b>	\$93,590.48	\$3,599.63	\$49.65
<b>LSS-15</b>	\$95,930.23	\$3,689.62	\$50.89
<b>LSS-20</b>	\$97,850.04	\$3,763.47	\$51.91

## Collateral Resource Worker

Year 1 – 2.75% - March 23, 2024 – March 21, 2025			
Base Salary	Annual	Bi-weekly	Hourly
1 -	\$ -	\$ -	\$ -
2 -	\$ -	\$ -	\$ -
3 -	\$ -	\$ -	\$ -
4 -	\$ -	\$ -	\$ -
5 -	\$ -	\$ -	\$ -
6 - \$18.58 (\$1,347.05)	\$35,984.65	\$1,384.03	\$19.09
7 - \$19.08 (\$1,383.30)	\$36,946.00	\$1,421.00	\$19.60
8 - \$41.45	\$38,001.60	\$1,461.60	\$20.16
9 - \$43.03	\$39,132.60	\$1,505.10	\$20.76
10 - \$44.66	\$40,207.05	\$1,546.43	\$21.33
11 - \$45.55	\$40,998.75	\$1,576.88	\$21.75
12 - \$21.70	\$42,035.50	\$1,161.75	\$22.30
LSS-15 - \$46.69	\$42,883.75	\$1,1649.38	\$22.75
LSS-20	\$43,750.85	\$1,682.73	\$23.21

Year 2 – 3% - March 22, 2025 – March 20, 2026			
1	\$ -	\$ -	\$ -
2	\$ -	\$ -	\$ -
3	\$ -	\$ -	\$ -
4	\$ -	\$ -	\$ -
5	\$ -	\$ -	\$ -
6	\$37,064.19	\$1,425.55	\$19.66
7	\$38,054.38	\$1,463.63	\$20.19
8	\$39,141.65	\$1,505.45	\$20.76
9	\$40,306.58	\$1,550.25	\$21.38
10	\$41,413.26	\$1,592.82	\$21.97
11	\$42,228.71	\$1,624.18	\$22.40
12	\$42,296.57	\$1,665.25	\$22.97
LSS-15	\$44,170.26	\$1,698.86	\$23.43
LSS-20	\$45,063.38	\$1,733.21	\$23.91

Year 3 – 3% - March 21, 2026 – March 20, 2027			
1	\$ -	\$ -	\$ -
2	\$ -	\$ -	\$ -
3	\$ -	\$ -	\$ -
4	\$ -	\$ -	\$ -
5	\$ -	\$ -	\$ -
6	\$38,176.12	\$1,468.32	\$20.25
7	\$39,196.01	\$1,507.54	\$20.80
8	\$40,315.90	\$1,550.61	\$21.38
9	\$41,515.78	\$1,596.76	\$22.02
10	\$42,655.66	\$1,640.60	\$22.63
11	\$43,495.57	\$1,672.91	\$23.07
12	\$44,595.47	\$1,715.21	\$23.66
LSS-15	\$45,495.37	\$1,749.83	\$24.13
LSS-20	\$46,415.28	\$1,785.21	\$24.63

**Recognition Pay:**

A one-time lump sum payment of \$1,800.00 for full time employees and \$900.00 for part time employees to be paid on the date of ratification.

**Adjusted 15-Year Long Service Step:**

Effective April 1, 2024, the 15-year long service step will be adjusted to maintain the 2% differential from the maximum step adjusted on October 7, 2023, as per GEMA.

**Adjusted 20-Year Long Service Step:**

Effective April 1, 2024, a new 2% twenty (20) year long service step will be established. Advancement to this step will be subject to the same eligibility criteria as is applied to the 15-year long service step.

**Case Aide Wages:**

Effective April 1, 2024, a new step will be added to the Collateral Resource Worker wage scale. The first five (5) steps will be removed, and a 12<sup>th</sup> step will be added with a 2% increase from step 11 LSS-15 increase 2% from step 12, LSS-20 increase 2% from LSS-15

**LETTER OF UNDERSTANDING**

- between -

**Canadian Union of Public Employees, Local 2483**

- and -

**Child & Family Services of Central Manitoba**

**RE: CLASSIFICATION CRITERIA**

The parties hereby agree that any changes in criteria for the classifications set out in Schedule "A" Wages shall be subject to negotiation as follows:

1. The Employer shall notify the Union prior to making any changes, giving as much notice as is possible and no less than sixty (60) days.
2. The Union shall have a maximum of thirty (30) days to respond to any proposals by the Employer.
3. The parties shall meet prior to the implementation of any changes, in order to discuss the Employer's proposals and negotiate any changes.

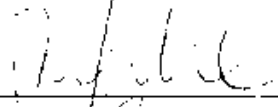
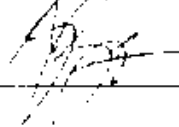
This Letter of Understanding shall not negate in any way the provisions of the Collective Agreement.

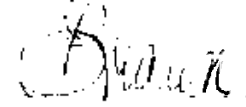

This letter will be attached to and form part of this Collective Agreement.

Signed this 31 day of February, 2025.

**SIGNED ON BEHALF OF:  
CANADIAN UNION OF PUBLIC  
EMPLOYEES, LOCAL 2483**

**SIGNED ON BEHALF OF:  
CHILD & FAMILY SERVICES OF  
CENTRAL MANITOBA**

  
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**LETTER OF UNDERSTANDING**

- between -

**Canadian Union of Public Employees, Local 2483**

- and -

**Child & Family Services of Central Manitoba**

**RE: EMPLOYEE LEAVES PURSUANT TO THE EMPLOYMENT STANDARDS CODE**

The Parties agree that Leaves of Absence allowed pursuant to *The Employment Standards Code* of Manitoba (the *Code*), but not included in or referenced in the Collective Agreement, will be recognized and granted in accordance with the provisions as outlined in the *Code* and shall be applicable to employees and subject to the provisions of Article 25 of the Collective Agreement.

Upon request, the Employer agrees to share with all employees the related information pertaining to eligibility and entitlements for such leaves as provided in the *Code*.

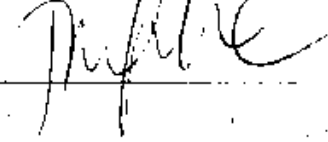
Leaves of Absence referenced in the Collective Agreement that may also be included in the *Code* shall be dealt with as follows:

1. If the leave of absence provisions negotiated in the Collective Agreement are superior to the provisions of a leave under the *Code*, the provisions negotiated in the Collective Agreement will apply; and
2. If the leave of absence provisions in the *Code* are superior to the provisions of the Collective Agreement, the provisions of the *Code* will apply. Employees who qualify for leaves pursuant to *The Employment Standards Code* and its Regulations will have their seniority and benefits treated in accordance with the provisions of the Collective Agreement.

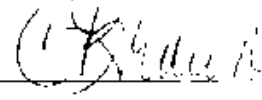

This Letter of Understanding shall be attached to and form part of the Collective Agreement.

Signed this 3rd day of February, 2025.

**SIGNED ON BEHALF OF:  
CANADIAN UNION OF PUBLIC  
EMPLOYEES, LOCAL 2483**

  
\_\_\_\_\_

**SIGNED ON BEHALF OF:  
CHILD & FAMILY SERVICES OF  
CENTRAL MANITOBA**

  
  
\_\_\_\_\_

**LETTER OF UNDERSTANDING**

- between -

**Canadian Union of Public Employees, Local 2483**

- and -

**Child & Family Services of Central Manitoba**

**RE: FLEX-TIME/OVERTIME**

The parties agree to establish a joint committee to discuss flex-time/overtime issues in the organization. The parties agree to meet within ninety (90) days of ratification of the Collective Agreement.

The items of discussion shall include but not be limited to identification of flex-time/overtime issues within Central Child and Family Services.

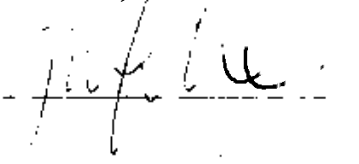
The Committee shall consist of equal representation from both Parties and shall be co-chaired by the Executive Director or their designate, and the Local Union President.

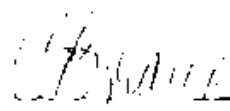
This Letter of Understanding shall be attached to and form part of the Collective Agreement.

Signed this 3<sup>rd</sup> day of January, 2025.

**SIGNED ON BEHALF OF:  
CANADIAN UNION OF PUBLIC  
EMPLOYEES, LOCAL 2483**

**SIGNED ON BEHALF OF:  
CHILD & FAMILY SERVICES OF  
CENTRAL MANITOBA**

  
\_\_\_\_\_

  
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**LETTER OF UNDERSTANDING**

- between -

**Canadian Union of Public Employees, Local 2483**

- and -

**Child & Family Services of Central Manitoba**

**RE: MANDATORY OVERNIGHT TRAVEL**

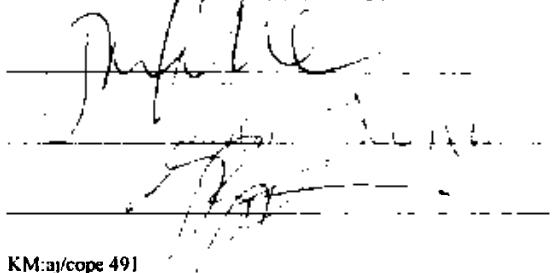
The parties agree to establish a joint committee to have discussion about how Article 15 of the Collective Agreement and the Employer's Overtime/Flex time policy shall apply in the event of a mandatory overnight/travel shift. The parties agree to meet within 90 days of ratification of this Collective Agreement

The Committee shall consist of equal representation from both Parties and shall be co-chaired by the Executive Director or their designate, and the Local Union President.

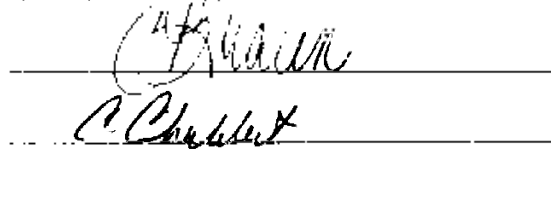
This Letter of Understanding shall be attached to and form part of the Collective Agreement.

Signed this 3<sup>rd</sup> day of February, 2025.

**SIGNED ON BEHALF OF:  
CANADIAN UNION OF PUBLIC  
EMPLOYEES, LOCAL 2483**



**SIGNED ON BEHALF OF:  
CHILD & FAMILY SERVICES OF  
CENTRAL MANITOBA**



**LETTER OF UNDERSTANDING**

- between -

**Canadian Union of Public Employees, Local 2483**

- and -

**Child & Family Services of Central Manitoba**

**RE: CLASSIFICATION CRITERIA POLICY – BSW PROGRAM**

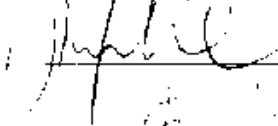
The parties agree to establish a joint committee to discuss clarity around the Employer's policy of classification criteria.

The Committee shall consist of equal representation from both Parties and shall be co-chaired by the Executive Director or their designate, and the Local Union President. The parties agree to meet within 90 days of ratification of this Collective Agreement.


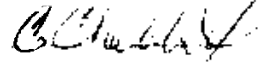
This Letter of Understanding shall be attached to and form part of the Collective Agreement.

Signed this 3<sup>rd</sup> day of February, 2025.

**SIGNED ON BEHALF OF:  
CANADIAN UNION OF PUBLIC  
EMPLOYEES, LOCAL 2483**

  
\_\_\_\_\_  
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**SIGNED ON BEHALF OF:  
CHILD & FAMILY SERVICES OF  
CENTRAL MANITOBA**

  
\_\_\_\_\_  
  
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**NEW LETTER OF UNDERSTANDING**

- between -

**Canadian Union of Public Employees, Local 2483**

- and -

**Child & Family Services of Central Manitoba**

**RE: STAFF INVESTIGATIONS**

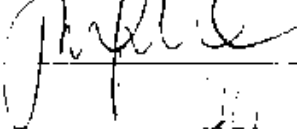
**The parties agree to establish a joint committee to discuss the Employer's policy regarding staff investigations, including paid/unpaid LOA's during investigations. The parties agree to meet within ninety (90) days of ratification of this Collective Agreement.**

**The Committee shall consist of equal representation from both Parties and shall be co-chaired by the Executive Director or their designate, and the Local Union President.**

**This Letter of Understanding shall be attached to and form part of the Collective Agreement.**

Signed this 3rd day of February, 2025.

**SIGNED ON BEHALF OF:  
CANADIAN UNION OF PUBLIC  
EMPLOYEES, LOCAL 2483**



**SIGNED ON BEHALF OF:  
CHILD & FAMILY SERVICES OF  
CENTRAL MANITOBA**



