

# Collective Agreement

- between -

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

- and -

**HIHC**  
**Community Unemployed Help Centre**

Term of Agreement:  
**April 1, 2025 to March 31, 2028**

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This Agreement made this 05 day of August, 2025.

between

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

party of the first part;

and

**Community Unemployed Help Centre**  
(hereinafter called the “Employer”),

party of the second part.

### **ARTICLE 1 - PREAMBLE**

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

- (a) To maintain and improve harmonious relations and settled conditions of employment between the Employer and the Union.
- (b) To recognize the mutual value of joint discussions and negotiations in all matters pertaining to working conditions, employment, service, etc.
- (c) To promote the morale, well-being, and security of all employees in the bargaining unit of the Union, and,
- (d) To promote the welfare and goals of the Community Unemployed Help Centre, for the efficient operation and delivery of services.

1.02 It is now desirable that methods of bargaining and all matters pertaining to the working conditions of the employees be drawn up in a Collective Agreement.

1.03 Definitions

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

A “full-time employee” is one who regularly and recurrently works seventy-five (75) hours biweekly.

A “part-time employee” is one who regularly and recurrently works fewer than seventy-five (75) hours biweekly.

A “temporary employee” is one who works full-time or part-time, but the duration of the employment is limited to a specific number of hours, days, weeks, or months.

Temporary employees shall accrue seniority for the purposes of promotion and/or bidding for permanent positions after six (6) months’ employment.

A “grant employee” is one who works on a project funded through municipal, provincial, federal or other grants.

A “casual employee” is one who is occasionally called by the Employer to relieve an absent employee or is called in to supplement staff coverage.

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

The term “Employer” shall mean Community Unemployed Help Centre.

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

1.05 The terms of this Agreement shall only apply to casual employees as follows:

- (a) Casual employees shall receive vacation pay biweekly at the rate of six percent (6%) of the regular hours worked in a biweekly pay period.
- (b) Casual employees shall be paid not less than the start rate of the position to which they are assigned.
- (c) Casual employees shall receive increments after the completion of the appropriate yearly hours of work until the maximum rate of the appropriate salary schedule is attained.
- (d) Casual employees required to work on a recognized holiday shall be paid at the rate specified in Article 20.03.
- (e) Casual employees shall be entitled to compensation for overtime worked in accordance with Article 19.
- (f) Casual employees shall be entitled to retroactive salary increases on the same basis as full-time and part-time employees.
- (g) The Employer agrees to deduct Union dues in an amount specified by the Union in any pay period for which the casual employee receives any payment in accordance with Article 6.

- (h) In the event that no payment is made during the pay period, the Employer shall have no responsibility to deduct and submit dues for that period.
- (i) A casual employee reporting for work as requested by the Employer and finding no work available shall be guaranteed three (3) hours' pay at their basic rate of pay.
- (j) Articles 12 and 13 herein apply only with respect to the terms of this Article.

## **ARTICLE 2 - MANAGEMENT RIGHTS**

- 2.01 The Union recognizes the sole right of the Employer, unless otherwise provided in this Agreement, to exercise its function of management under which it shall have, among others, the right to maintain efficiency and quality of service; the right to direct the work of its employees, the right to hire, classify, assign to positions and promote, the right to determine job content and the number of employees, the right to demote, discipline, suspend and layoff and discharge for just cause; the right to make, alter and enforce rules and regulations in a manner that is consistent with the terms of this Agreement.
- 2.02 The Employer shall exercise its right to direct the working force reasonably and in good faith. This right shall not be used in a manner which would deprive present employees of their employment, except for just cause.

## **ARTICLE 3 - RECOGNITION**

- 3.01 **Bargaining Unit**  
The Employer recognizes the Canadian Union of Public Employees and its Local 2348 as the sole and exclusive collective bargaining agent for all of its employees, except the Executive Director.
- 3.02 **No Other Agreements**  
No employee shall be required or permitted to make a written, verbal, or implied agreement which conflicts with the terms of this Agreement with the Employer.
- 3.03 This Agreement is fully applicable to all part-time and temporary employees on a pro rata basis based on actual hours worked.

### 3.04 Work of the Bargaining Unit

Persons whose jobs are not in the bargaining unit shall not work on any jobs which are included in the bargaining unit; however, it is agreed that the Executive Director and other employees may perform duties normally within the bargaining unit, from time to time with the prior consent of the bargaining unit.

## **ARTICLE 4 - RESPECTFUL WORKPLACE/NO HARASSMENT/NO DISCRIMINATION**

4.01 The Employer and the Union jointly affirm that every employee shall be entitled to a respectful workplace. The environment must be free of discrimination, harassment, disruptive conflict, and disrespectful behaviour.

The principle of fair treatment is a fundamental one and both the Employer and the Union do not and will not condone any improper behaviour on the part of any person which would jeopardize an employee's dignity and well-being and/or undermine work relationships and productivity.

4.02 Through this Collective Agreement, the parties agree that there shall be no discrimination based on:

- ancestry
- race
- ethnic or national origin
- nationality
- political belief, association, or activity
- religion or creed
- family status
- sex, including pregnancy
- age
- marital or parental status
- source of income
- physical or mental disability
- history of mental health problem/treatment
- place of residence
- membership or activity in a union
- sexual orientation or gender identification

4.03 Harassment is a form of discrimination and includes personal harassment. Harassment means any improper behaviour by a person that is directed at and/or is offensive to any employee and which that person knew or ought reasonably to have known would be inappropriate or unwelcome. It comprises objectionable conduct, comment or display made on either a one-time or continuous basis that demeans, belittles, or causes personal humiliation or embarrassment to an employee.

- 4.04 The definition of discrimination and harassment contained within the Manitoba *Human Rights Code* shall also apply.
- 4.05 The Employer and the Union are committed to the establishment, promotion, maintenance, and improvement of psychological health and safety in the workplace. The Employer agrees to develop and implement a Psychological Health and Safety Policy and Management System, consistent with the Nation Standard for Psychological Health and Safety in the Workplace, in conjunction with the Union. The Employer shall consult with the Union prior to implementing any changes to the policy. The Employer agrees to provide the needed resources, within its fiscal restraints, to successfully implement the Psychological Health and Safety Policy and Management System.

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

- 5.01 Within one (1) week of the signing of this Agreement, all employees of the Employer shall become members in good standing of the Union according to the constitution and bylaws of the Union. As a condition of employment, all new employees shall become members in good standing of the Union within thirty (30) days of employment. No employee shall be required to resign if expelled by the Union and the provisions of the *Labour Relations Act* of Manitoba shall apply in the case of “conscientious objectors”.

#### **ARTICLE 6 - CHECKOFF OF UNION DUES**

##### 6.01 Checkoff Payments

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

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

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

##### 6.03 Dues Receipts

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

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

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

7.01 New Employees

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

7.02 Copies of Agreement

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

7.03 Interviewing Opportunity

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

#### **ARTICLE 8 - CORRESPONDENCE**

- 8.01 Copies of correspondence pertaining to the interpretation, administration or application of this Agreement shall be forwarded to the President, Unit Steward, and National Representative. The Union shall send all correspondence pertaining to the interpretation, administration, or application of this Agreement to the Executive Director.

#### **ARTICLE 9 - LABOUR MANAGEMENT COMMITTEE**

9.01 Establishment of Committee

A Labour-Management Committee shall be established. The Committee shall enjoy the full support of both parties in the interests of maximum service to the clients and the maintaining of harmonious relations.

9.02 Jurisdiction of Committee

The Committee shall not have jurisdiction over wages, or any matter of collective bargaining, including the administration of this Collective Agreement.

The Committee shall not supersede the activities of any other committee of the Union or of the Employer and does not have the power to bind either the Union or its members, or the Employer to any decisions or conclusions reached in their discussions. The Committee shall have the power only to make recommendations to the Union and the Employer with respect to its discussions and conclusions.

The Committee shall have jurisdiction over matters pertaining to workplace health and safety and shall function in this regard in accordance with Section 40 of the *Workplace Safety and Health Act*.

**ARTICLE 10 - LABOUR MANAGEMENT BARGAINING RELATIONS**

10.01 Union Negotiating Committee

Two (2) employees shall be allowed to attend meetings during working hours with the Employer for the purpose of contract negotiations without loss of remuneration. The Union will advise the Employer of the members of its negotiating committee.

10.02 Representative of Canadian Union of Public Employees

The Union shall have the right at any time to have the assistance of representatives of the Canadian Union of Public Employees or any other advisors when dealing or negotiating with the Employer. Such Representative(s) Advisor(s) shall have access to the Employer's premises at a time mutually agreed upon by the Employer and the Union, in order to investigate and assist in the settlement of a grievance.

**ARTICLE 11 - RESOLUTIONS AND REPORTS OF THE EMPLOYER**

11.01 One employee may be elected by staff to be a member of the Board of Directors. A staff member on the Board of Directors is only excluded from participating in or voting on matters involving the Collective Agreement, in particular, Collective Agreement negotiations and discipline.

## **ARTICLE 12 - GRIEVANCE PROCEDURE**

### 12.01 Election of Stewards

In order to provide an orderly and speedy procedure for the settling of grievances, the Employer acknowledges the right of the Union to appoint officers, whose duties shall be to assist any employee which the Union represents in preparing and in presenting their grievance in accordance with the grievance procedure.

### 12.02 Permission to Leave Work

A steward shall first seek permission from the Employer prior to conducting any union business during normal working hours. Such permission shall not be unreasonably sought nor withheld.

### 12.03 Definition of a Grievance

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

### 12.04 Settling of Grievances

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

#### Step 1 - Executive Director

- (a) Within twenty-one (21) calendar days following the occurrence of the event giving cause for the grievance, the employee and/or steward shall submit the grievance to the Executive Director or designate;
- (b) Within fourteen (14) calendar days following the date the grievance was submitted, the decision of the Executive Director or designate shall be presented in writing to the grievor and the Union.

#### Step 2 - Board of Directors

- (a) Failing settlement being reached in Step 1, the Union may submit the grievance to the President of the Board of Directors or alternatively a member of the Community Unemployed Help Centre Executive (Vice-President, Secretary or Treasurer) within fourteen (14) calendar days from the date the reply was received from Step 1;

- (b) Within fourteen (14) calendar days following the date the grievance was submitted, the decision of the Board of Directors shall be presented in writing to the grievor and the Union.

Step 3 - Arbitration/Mediation

- (a) Mediation - Where the parties mutually agree the grievance may be submitted to mediation in accordance with the provisions of the *Labour Relations Act*.
- (b) Arbitration - Where the decision from Step 2 is unsatisfactory to the grievor, the Union may, within fourteen (14) calendar days refer the grievance to arbitration under the arbitration article of this Agreement.

12.05 Policy/Group Grievance

Where a dispute involving a question of general application or interpretation occurs, or where a group of employees has a grievance, the grievance will be submitted to Step 1 within twenty-one (21) calendar days following the date of the occurrence giving cause for the grievance.

**ARTICLE 13 - ARBITRATION PROCEDURE**

- 13.01 Within fourteen (14) calendar days after receiving the Board of Directors' reply and failing a satisfactory settlement, either party may refer the dispute to arbitration by giving notice to the other party in writing.
- 13.02 Both parties shall agree to the selection of a single arbitrator who will be appointed on a rotating basis from the list of arbitrators agreed to by the parties as set out in Schedule "B". The provisions concerning an arbitration board shall apply "mutatis mutandis" to the single arbitrator.
- 13.03 In the event of a failure to agree upon the sole arbitrator, the parties, within fourteen (14) calendar days, shall name a nominee to a Board of Arbitration. In the event of the nominee's failure to agree upon an arbitration board chairperson, the Manitoba Labour Board shall be requested to appoint a Chairperson.
- 13.04 The sole arbitrator or Arbitration Board shall not be empowered to make any decision inconsistent with the provisions of this Agreement, or to modify or amend any portion of this Agreement.
- 13.05 In the interests of reducing costs for both the Union and Employer, both parties shall prepare an Agreed Statement of Facts for the arbitrator.

- 13.06 The sole arbitrator or Arbitration Board shall determine their own procedures, but shall provide full opportunity to all parties to present evidence and make representations. The sole arbitrator or Arbitration Board shall hear and determine the difference(s) or allegation(s).
- 13.07 The decision of the sole arbitrator or Arbitration Board shall be final and binding and enforceable on all parties and may not be changed.
- 13.08 Clarification of Decision
- Within seven (7) calendar days following receipt of the award, should the parties disagree as to the meaning of the decision of the Board or the sole arbitrator either party may apply to the Chairperson of the Board of Arbitration or sole arbitrator to reconvene. Within seven (7) calendar days the sole arbitrator or Board of Arbitration shall reconvene to clarify the decision.
- 13.09 Expenses of the Board
- Each party shall pay:
- (a) the fees and expenses of the nominee it appoints;
  - (b) one-half (½) the fees and expenses of the Chairperson or sole arbitrator;
  - (c) fees and other expenses of any witness(es) acting on its behalf.
- 13.10 Nothing in this Agreement shall preclude settlement of a grievance by mutual agreement in any manner whatsoever, without prejudice to their respective positions.
- 13.11 The time limits in the Grievance and Arbitration procedure may be extended by consent of the parties.

#### **ARTICLE 14 - REPRIMAND, SUSPENSION AND DISMISSAL**

- 14.01 The Employer shall not discipline or dismiss any employee covered by this Agreement except for just cause.
- 14.02 The value of progressive discipline with the aim of being corrective in application is recognized by both parties. Both parties agree that disciplinary measures should be appropriate to the cause and to the principles of progressive discipline.
- 14.03 All disciplinary action shall be in writing with a copy forwarded to the Unit Steward and National Representative.

- 14.04 The Employer, at its discretion, may suspend an employee pending an investigation. The period of such a suspension shall be with pay, and with no loss of benefits, and the period of the suspension shall in itself not be considered disciplinary action.
- 14.05 Subject to a suspension with pay pending an investigation, when the Employer is considering disciplinary action, the following shall occur:
- (a) The Employer shall inform the employee concerned and the Union of the complaint and will advise both the employee and the Union that a meeting will be held at a time and place determined by the Employer;
  - (b) The employee affected will be given the opportunity to make representation at the meeting on their own behalf, either personally or with the assistance of a Union representative if they so desire;
  - (c) The Union and the employee shall be advised within a reasonable period of time of the decision of Management arising out of the meeting;
  - (d) In any case of disciplinary action, the employee concerned or the Union on their behalf shall have the right of appeal as provided for in Article 12;
  - (e) If no further discipline is imposed within twelve (12) months, the documentation related to the discipline shall be removed from the file. Where circumstances warrant, the time limits may be extended with the mutual agreement of the parties.
- 14.06 An employee may elect to be accompanied by a Union representative at any meeting with the Employer where disciplinary action is being considered as in Article 14.05 or is to be taken.
- 14.07 Any disciplinary action taken shall be in writing to the employee. Such document shall be provided to the employee in person or by registered courier with a copy being provided to the Union. The document shall outline the nature of the offence and details of such and clarify the employee's right to grieve the discipline meted out under this article.
- 14.08 An employee shall have the right to reasonable access to their personnel file, and the right to respond in writing to any documents contained therein. Any written responses shall become part of the permanent record.

## **ARTICLE 15 - SENIORITY**

- 15.01 Seniority is defined as the length of continuous service in the bargaining unit, commencing on date of hire and calculated on the basis of regular hours worked.

- 15.02 Where a social work student or a Labour Studies Student completes a field placement with the Employer for a period of four (4) days per week during the academic year, and is then hired, that new employee shall be given credit for three (3) months of service, prorated for students whose placement is for less time.
- 15.03 Seniority will determine the level of benefit entitlement of such benefits as vacation. Actual entitlement in any calendar year of benefits such as vacation and income protection is based strictly on seniority hours including any period of:
- (a) paid leave of absence;
  - (b) paid income protection;
  - (c) paid vacation;
  - (d) unpaid leave of absence up to three (3) months;
  - (e) full Workers' Compensation benefits for a period of up to one (1) year;
  - (f) approved unpaid leave of absence for union purposes for a period up to ninety (90) continuous days or as extended by mutual agreement of the parties;
  - (g) approved parental or adoption leave;
  - (h) maternity leave;
  - (i) is in a temporary appointment to an out-of-scope position;
  - (j) compassionate care leave;
  - (k) leave for parents of critically ill children;
  - (l) domestic violence leave.
- 15.04 Seniority will be maintained but will not accrue if an employee:
- (a) is on any unpaid leave of absence over two (2) months' duration, excluding maternity, parental or adoptive leave;
  - (b) is absent on Workers' Compensation, long term disability for a period in excess of one (1) year;
  - (c) is permanently transferred/promoted out of the bargaining unit and has passed their trial period;

- (d) is laid off for a period of fifty-two (52) weeks or less.

15.05 Loss of Seniority

An employee shall only lose their seniority in the event:

- (a) they are discharged for just cause and not reinstated;
- (b) they resign in writing;
- (c) they are laid off for a period of longer than twelve (12) months;
- (d) they do not report to work when recalled from a layoff after two (2) weeks' notice, providing notice has been sent in writing to their last known address.

15.06 Probation of Newly Hired Employees

Newly hired employee(s) shall be on a probationary basis for a period of six (6) months from the date of hiring. During the probationary period, employees shall be entitled to all rights and benefits of this Agreement.

Temporary employees shall accrue seniority for the purposes of promotion and/or bidding for permanent positions upon commencement of employment.

15.07 Bridging of Seniority

Seniority is credited back when an employee has a break in service of one (1) month or less and is rehired.

15.08 Seniority List

The Employer shall maintain a seniority list showing the date upon which each employee's service commenced. An up-to-date seniority list shall be sent to the Union in December of each year.

**ARTICLE 16 - PROMOTIONS AND STAFF CHANGES**

16.01 Job Postings

When a vacancy occurs or a new position is created, either inside or outside of the bargaining unit, the Employer shall immediately post notice of the position on the bulletin board for a minimum of one (1) week, so that all members will know about the vacancy or new position. This posting will take place during the first week that this job becomes available for application.

16.02 Information in Postings

Such notice shall contain the following information:

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

16.03 Promotions and Transfers

Seniority shall be the determining factor in matters of promotion, demotion, transfer, layoff, and recall, subject to the employee being able to meet the physical requirements of the job and having the required knowledge, education, and skills.

16.04 Trial Period

Conditional on satisfactory performance, the employee shall be declared permanent after a trial period of six (6) months. In the event they prove unsatisfactory in the position during the trial period, or if the employee is unable to perform the duties of the new job classification, they shall be returned to their former position, wage, or salary rate and without loss of seniority. Any other employee promoted or transferred because of the rearrangement of positions shall also be returned to their former position, wage, or salary rate, without loss of seniority. It is understood that the purpose of the trial period is not to provide a period of training to enable the applicant to acquire the qualifications, knowledge and skill required of the position, but rather to provide a period of orientation and familiarization during which the Employer may determine the employee's suitability for the position. During the trial period, the employee has the right to return to their previous position.

16.05 Within seven (7) calendar days of the date of appointment to a vacant position, the name of the successful applicant shall be posted on the bulletin board. The Union shall be notified of all appointments, hirings, layoffs, transfers, recalls and terminations of employment.

**ARTICLE 17 - LAYOFFS AND RECALL**

17.01 Definition of a Layoff

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

17.02 Notice in Case of Layoff

Except in instances beyond the control of the Employer employees to be laid off shall be given a minimum of three (3) pay periods' notice or pay in lieu of notice

not given. In no case shall pay in lieu of notice exceed the amount which would have been paid to the employee had they not been laid off. Layoffs within the bargaining unit shall be determined by seniority with the person with the least seniority being laid off first, provided that the remaining employees have the required qualifications and ability to perform the work required.

17.03 Recall Procedure

Employees who are laid off shall be recalled in order of seniority to positions for which they possess the required qualifications and ability.

17.04 No New Employees

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

**ARTICLE 18 - HOURS OF WORK**

18.01 Regular hours of work in full-time employment shall be seven point five (7.5) hours per day and seventy-five (75) hours biweekly including meal periods and rest periods. Meal periods and rest periods shall be one (1) hour per day, in total.

**ARTICLE 19 - OVERTIME**

19.01 All time worked and authorized by the Employer beyond the normal work day or biweekly period as defined in Article 18 shall be considered as overtime subject to the following:

- (a) the activities involved are specific in the employee's job description;
- (b) the overtime worked is recorded, including a description of the activities involved;
- (c) the following activities fall under earned overtime:
  - (i) catch-up work on weekends, evenings, or early mornings;
  - (ii) reading which is case specific;
  - (iii) travel time associated with Board of Referee hearings;
  - (iv) other such activities as may be approved from time to time by the Employer.

- (d) all overtime worked shall be approved in advance and recorded in a manner consistent with the practice of the Employer.

19.02 Compensation for Work after Regular Scheduled Hours

- (a) Both parties recognize the preference of using time off for overtime worked. All overtime accumulated in accordance with 19.01 shall be compensated at a rate of time and one-half (1½ x). All accumulated overtime that has not been taken as time off shall be paid in cash at the end of the calendar year.
- (b) Notwithstanding 19.02 (a) an employee may choose to bank up to fifty (50) hours of overtime, converted to seventy-five (75) hours at straight time during each fiscal year and to be used as time off in that fiscal year unless otherwise mutually agreed.

**ARTICLE 20 - HOLIDAYS**

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

- |                           |                  |
|---------------------------|------------------|
| New Year’s Day            | Terry Fox Day    |
| Louis Riel Day            | Labour Day       |
| International Women’s Day | Orange Shirt Day |
| Good Friday               | Thanksgiving Day |
| Easter Monday             | Remembrance Day  |
| Victoria Day              | Christmas Day    |
| Canada Day                | Boxing Day       |

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

The Centre will be closed on December 24<sup>th</sup> and reopen on the first business day after New Year’s Day. Employees will be paid for workdays falling within this period.

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

20.02 Part-time employees shall be paid equivalent time for any of the above holidays that interrupt their regular workdays.

20.03 Pay for Regularly Scheduled Work on a Holiday

An employee who is scheduled to work shall be paid at the rate of time and one half plus one day off with pay.

20.04 Compensation for Holidays Falling on Scheduled Day Off

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

**ARTICLE 21 - VACATIONS**

21.01 Employees shall earn vacation on the following basis:

First year of employment - One and one-quarter ( $1\frac{1}{4}$ ) days per month (fifteen [15] days per year).

Second, third, fourth, fifth and sixth years of employment - One and two-thirds ( $1\frac{2}{3}$ ) days per month (twenty [20] days per year).

Seventh, eighth, ninth and yearly thereafter - Two and one-twelfth ( $2\frac{1}{12}$ ) days per month (twenty-five [25] days per year).

Tenth (10<sup>th</sup>) year of employment and yearly thereafter - Two and one-half (2.5) days per month (thirty [30] days per year).

21.02 The vacation year will be accrued commencing the first day of employment to be calculated on the anniversary date of employment. Vacation pay is to be paid on or before the first day of vacation. Vacation to be taken at a time mutually agreed between the Employer and the employee.

21.03 Part-time employees shall earn vacation pay on a pro rata basis. Actual vacation entitlement will be based on years of service.

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

21.05 Employees shall be granted a preference of vacation based on seniority. Every employee shall be entitled to two (2) weeks' vacation in the prime season (July and August) and additional weeks shall be determined by seniority.

21.06 Subject to 21.05, an employee shall be entitled to receive vacation in an unbroken period, unless otherwise mutually agreed between the employee and the Employer.

21.07 Vacation earned in any vacation year is to be taken in the following vacation year unless otherwise mutually agreed between the Employer and the employee. An employee may carry over their vacation entitlement for one (1) consecutive year.

21.08 If an employee is hospitalized or medically unable to work due to illness during their scheduled vacation, they shall be entitled to have their vacation time reinstated and receive health leave benefits provided they have sufficient time in that bank, they provide medical documentation dated during the period of illness and inform the Employer during this time or within five (5) days of their return to work.

Where an employee is subpoenaed for jury duty or is in receipt of WCB benefits during their period of vacation, there shall be no deduction from vacation credits and the period of vacation so displaced shall be rescheduled at a mutually agreed time between the employee and the Employer.

21.09 Vacation Pay on Termination

An employee terminating their employment at any time in their vacation year, before they have had their vacation, shall be entitled to a payment of salary or wages for all vacation still owing.

**ARTICLE 22 - HEALTH LEAVE**

22.01 Health Leave Defined

Health leave means the period of time an employee is absent from work for physical or mental health reasons or under the examination or treatment of a physician, licensed medical consultant, chiropractor, or dentist, or because of an accident for which compensation is not payable under the *Workers' Compensation Act* or by the Manitoba Public Insurance Corporation ("MPIC") to the extent that they have earned and not used health leave credits as set out in Article 22.02.

22.02 Amount of Paid Health Leave

Health leave shall be earned at the rate of one and one quarter (1¼) days for every month an employee is employed. Part-time employees shall earn a pro rata amount of health leave credits based on hours worked.

22.03 Personal Responsibility & Wellbeing Leave

An employee shall be entitled to use personal responsibility and wellbeing leave of up to eight (8) days per year for the purpose of:

- (a) supporting the employee's family during a time of illness or care-giving. A family member shall be defined as:
  - (i) a spouse or common-law partner of the employee;

- (ii) a child of the employee or a child of the employee's spouse or common-law partner;
  - (iii) a parent of the employee or a spouse or common-law partner of the parent;
  - (iv) or any other person described as family in the applicable regulations of the *Employment Standards Code*.
- (b) supporting the employee's own physical and mental health wellbeing, recognizing the importance of maintaining a healthy work/life balance.

22.04 An employee may be asked to produce a certificate from a medical practitioner or a qualified psychologist to certify the employee's inability to carry out their duties due to illness after five (5) days.

Should the Employer request such documentation the cost will be paid by the Employer.

22.05 Integration of Manitoba Public Insurance ("MPI") Personal Injury Protection Plan ("PIPP") Benefits with Sick Leave

- (a) The Employer and the Union agree that, as a result of the introduction of the PIPP by MPI, any employee covered by this Agreement, who is in receipt of benefits under the PIPP program and chooses to concurrently claim sick leave benefits under the provisions of Article 22.01, must integrate and coordinate those benefits to ensure that the total benefits provided under both programs do not exceed one hundred percent (100%) of net take-home pay.
- (b) The total value of income top-up provided under this article shall be charged against the employee's accumulated sick leave. Should the employee not have sick credits to their standing at the time of application for integration and coordination of benefits, they shall be entitled to utilize other available credits to provide top-up in accordance with the Collective Agreement. An employee who has exhausted all overtime, compensating or vacation credits shall be entitled to only those benefits provided under PIPP.
- (c) For the integration and coordination of benefits to occur, an employee must be injured in an automobile accident and, as a result of their injury, be unable to perform the duties of their normal classification and, as a result, qualify to receive health leave benefits.
- (d) Employees will be required to release all necessary information regarding the benefits received under the PIPP program, prior to the coordination of

benefits, to ensure that benefits are calculated and provided in accordance with the above. Employees who fail to provide the information necessary to coordinate these benefits shall not be entitled to receive any health leave top-up. Should an employee collect benefits under the PIPP program and simultaneously claim for and receive full health leave benefits, where the value of PIPP benefits and health leave benefits exceeds one hundred percent (100%) of net take-home pay, the Employer will be entitled to recover the full value of all health leave benefits that, when coordinated with PIPP benefits, exceeded one hundred percent (100%) of net take-home pay. The Union shall be consulted prior to the commencement of the recovery of excessive benefits.

- (e) Employees who choose to integrate PIPP benefits with paid health leave shall be entitled to receive all other benefits set out in this Agreement during the period that one hundred percent (100%) of net take-home pay is provided under this Agreement pursuant to the terms of Article 15.03 (e).

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

### **23.01 Leave of Absence for Union Functions**

Upon request to the Employer, an employee elected or appointed to represent the Union at Conventions, committees, or seminars shall be allowed leave of absence, providing operational requirements permit. Such employee shall receive their rate of pay and benefits as provided in the Collective Agreement and the Union shall reimburse the Employer for all wages and benefits within thirty (30) days of invoice.

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

- (a) The Employer recognizes the right of an employee to participate in public affairs. Therefore, upon written request, the Employer shall allow leave of absence without pay but without loss of seniority so that the employee may be a candidate in federal, provincial, or municipal elections.
- (b) An employee who is elected to public office shall be allowed leave of absence without loss of seniority during their term of office.
- (c) An employee who is elected or selected for a full-time position with the Union, or any body with which the Union is affiliated, shall be granted leave of absence without loss of seniority for a period of up to two (2) years. Such leave may be renewed biannually, by mutual consent of the Union and the Employer.

### 23.03 Paid Bereavement Leave

Employees shall be granted up to five (5) working days leave, without loss of pay or benefits, in the case of the death of any person the employee has bereavement responsibilities.

Bereavement responsibilities include:

- Grieving.
- Making funeral arrangements.
- Attending a funeral.
- Taking care of issues related to the death of a person over whom the employee has bereavement responsibilities.

### 23.04 Parenting Leave

A maximum of fifty-four (54) weeks of parenting leave, which includes seventeen (17) weeks of maternity leave and thirty-seven (37) weeks of parental leave, will be granted subject to the following conditions:

- (a)
  - (i) A written request must be submitted not later than the end of the fifth (5<sup>th</sup>) month of pregnancy and not less than two (2) months before the intended date of leave.
  - (ii) The employee must have completed seven (7) months of continuous employment unless otherwise agreed by the Employer.
  - (iii) The employee must provide the Employer with proof that they have applied for Employment Insurance benefits and that the HRDC has agreed that the employee has qualified for, and is entitled to, such Employment Insurance Benefits pursuant to Sections 22 and 23, *Employment Insurance Act*.
- (b) During the parenting leave the employee who qualifies is entitled to a parenting leave allowance in accordance with the *Supplementary Unemployment Benefit (SUB)* plan as follows:
  - (i) For the first week an employee will receive ninety percent (90%) of their normal biweekly salary inclusive of any other earnings.
  - (ii) For a maximum of twenty-five (25) additional weeks in the case of maternity, (including ten [10] weeks of parental leave), ten (10) weeks in the case of adoptive parent or ten (10) weeks in the case of parental leave, to be taken as paternity leave, the combined weekly level of Employment Insurance benefits, *SUB* payments

and other earnings will not exceed ninety percent (90%) of the employee's weekly earnings.

- (iii) All other time as may be provided shall be on a leave without pay basis unless agreed otherwise by the Employer.
- (c) This *SUB* parenting plan includes all part and full-time employees of the Employer.
- (d) During the period of leave all negotiated benefits will accrue and employee benefits shall continue as per Article 26.02.
- (e) The benefits of this *SUB* parenting plan are separate and exclusive of sick leave that an employee may be required to take during their pregnancy i.e., sick leave benefits cannot be deducted from the total allowed parenting leave benefits.
- (f) Where provisions of Section 22 of the *Employment Insurance Act, 1997* are in conflict with an employee's right to parenting leave as set out above, the employee shall still be eligible for the *SUB* that is, the difference between ninety percent (90%) of the salary and the amount the employee would have been entitled to from Employment Insurance had the employee been eligible for benefits.

23.05 An applicant for parenting leave must sign an agreement with the Employer to provide that:

- (a) They will return to work and remain in the employ of the Employer for at least six (6) months following their return to work, and
- (b) They will return to work on the date of the expiry of their parenting leave unless this date is modified by the Employer and should they fail to return to work as provided under (a) and/or (b) above, they are indebted to the Employer for the full amount of pay received from the Employer as an allowance during their entire period of parenting leave.

23.06 (a) Extended Parenting Leave

An employee who has completed five (5) or more years of employment with the Centre will be granted up to a maximum of an additional twelve (12) months of parenting leave. The employee shall have the right, herself, to continue all payments of benefit premiums.

(b) Procedure on Return from Parenting Leave

When an employee decides to return to work after parenting leave, they shall provide the Employer with at least four (4) weeks' notice. On return

from parenting leave the employee shall be placed in their former position, or an equivalent position should the position be unavailable.

23.07 General Leave

An employee may, subject to the approval of the Employer, be granted leave of absence without pay and without loss of seniority when such leave is requested for good and sufficient cause. Such request shall be in writing. Seniority shall not accrue during the period of absence.

Requests for leave for periods of three (3) working days or less shall normally be submitted at least five (5) working days in advance of the time the leave is desired.

Requests for leave for periods exceeding three (3) working days but not exceeding thirty (30) calendar days shall normally be submitted at least thirty (30) calendar days in advance of the time the leave is desired.

Requests for leave for periods exceeding thirty (30) calendar days shall be submitted at least three (3) months in advance of the time the leave is desired. In extenuating circumstances, the notice period may be waived by the Employer.

23.08 Citizenship Leave

An employee shall be allowed the necessary time off without loss of pay to process their Canadian citizenship to a maximum of two (2) days.

23.09 Leave of Absence for Internal Grant Position

An employee who is selected for an internal grant position shall be granted a leave of absence without pay from their current position and without loss of seniority for a period of up to one (1) year. The Employer may review such leave of absence thereafter. An employee resuming their employment shall be reinstated in the employee's former position with no reduction of salary or rate of pay.

23.10 The parties agree that the workplace will remain closed between Christmas Eve and New Year's Day and the employees will be paid their normal rate of pay for that period of time.

23.11 Compassionate Care Leave

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

- (a) An employee must have completed at least thirty (30) days of employment as of the intended date of leave.

- (b) An employee who wishes to take a leave under this section must give the Employer notice of at least one (1) pay period unless circumstances necessitate a shorter period.
- (c) An employee may take no more than two (2) periods of leave, totalling no more than eight (8) weeks, which must end no later than twenty-six (26) weeks after the day the first period of leave began. No period of leave may be less than one (1) week's duration.
- (d) For an employee to be eligible for leave, a physician who provides care to the family member must issue a certificate stating that:
  - (i) a family member of the employee has a serious medical condition with a significant risk of death within twenty-six (26) weeks from:
    - (A) the day the certificate is issued, or
    - (B) if the leave was begun before the certificate was issued, the day the leave began; and
  - (ii) the family member requires the care or support of one or more family members. The employee must give the Employer a copy of the physician's certificate as soon as possible.
- (e) A family member shall be defined as:
  - (i) a spouse or common-law partner of the employee;
  - (ii) a child of the employee or a child of the employee's spouse or common-law partner;
  - (iii) a parent of the employee or a spouse or common-law partner of the parent;
  - (iv) or any other person described as family in the applicable regulations of the *Employment Standards Code*.
- (f) An employee may end their compassionate leave earlier than eight (8) weeks by giving the Employer at least forty-eight (48) hours' notice. Where an employee has been provided necessary time off under this section and where the Employer has made arrangements for alternate staffing for covering the anticipated absence, the Employer shall have the right to cancel the relief shifts scheduled to cover the anticipated absence without additional cost.

- (g) Seniority shall accrue as per Article 15 and 26 (Unpaid Leave and Benefits).
- (h) An employee may utilize health leave credits to cover part or all of the two (2) week Employment Insurance waiting period.
- (i) In the event that the death of a family member occurs during this period of leave, the employee shall be eligible for bereavement leave as outlined in Article 23.03.
- (j) During the compassionate care leave the employee who qualifies is entitled to a leave allowance in accordance with the *Supplementary Unemployment Benefit (SUB)* plan providing ninety percent (90%) of the normal biweekly salary inclusive of any other earnings.

## 23.12

Domestic Violence

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

An employee dealing with violence or abuse in their personal life will be granted up to five (5) days of paid leave per year which may be used consecutively or when needed throughout the year. Employees are also entitled to up to seventeen (17) additional weeks without pay which shall be taken in one (1) continuous period.

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

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

**ARTICLE 24 - PAYMENT OF WAGES AND ALLOWANCES****24.01      Pay Periods**

Pay periods shall be every two (2) weeks. Employees shall be paid in accordance with Schedule "A" attached to and forming part of this Collective Agreement through a direct deposit payroll plan. Employees shall receive a deduction sheet on each pay day.

**24.02      Rate of Pay on Changes**

With the exception outlined in 24.03, when an employee is appointed to a higher classification, such employee shall be placed in an incremental level in their new classification, which will provide an immediate increase of salary.

**24.03      Pay on Temporary Transfers, Higher Job Rates**

When an employee temporarily is assigned by the Employer to perform principal duties of a higher paying position, they shall receive the rate for the job. When an employee temporarily relieves in or performs the principal duties of a higher paying position for which a salary range has been established, they shall receive the rate in the salary range which is higher than their previous rate, with a minimum of fifty cents (50¢) per hour.

The employee shall qualify for any pay increments based on their length of service in their temporary assignment. Where the higher position is outside the bargaining unit, they shall receive the rate of pay of the position filled. The employee shall be deemed to be covered by this Collective Agreement during the period of temporary transfer.

**24.04      Payment on Transfer Lower Rated Job**

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

**24.05      Vacation Pay**

An employee may, upon giving at least ten (10) working days' notice, receive on the last office day preceding commencement of their annual vacation, any paycheques which may fall due during the period of vacation. Employees will continue to have their pay directly deposited through their vacation.

**24.06      Expenses**

Employees shall be reimbursed for reasonable, necessary expenses incurred in the performance of their duties as documented by receipt and/or written declaration.

Employees who use their own vehicles shall be paid mileage at accepted provincial rates.

24.07 Anniversary Dates

The anniversary date for increment will be the actual date of employment.

24.08 Service Recognition Payment

**Employees shall receive a one-time lump sum payment upon reaching the following years of continuous service with the Employer:**

- After 3 years of service: \$300
- After 6 years of service: \$600
- After 9 years of service: \$900
- After 12 years of service: \$1,200
- After 15 years of service: \$1,500
- After 18 years of service: \$1,800
- After 20 years of service: \$2,000

**These payments shall be made on the employee's anniversary date in the applicable year and are intended to recognize long-term service.**

**NOTE: Upon signing this agreement, members will receive a payment corresponding to their most recently passed service milestone, or a minimum of \$150, whichever is greater. After that, the service recognition clause will apply as written.**

**ARTICLE 25 - JOB CLASSIFICATION / RECLASSIFICATION**

25.01 Job Description

The Employer agrees to supply job descriptions for all positions and classifications for which the Union is bargaining agent. These descriptions shall be presented to the Union and shall become the recognized job descriptions unless the Union presents written objection within thirty (30) days.

It is understood that objections raised by the Union shall be limited to the accuracy of the contents of the job description in reflecting the nature and duties of the position.

25.02 Changes in Classifications

When the Employer establishes or proposes to establish a new classification, or if there is a substantial change in the job content of an existing classification falling

within the bargaining unit, the Union shall be notified and within thirty (30) days the parties shall commence negotiations for the appropriate salary range.

25.03 Changes to Existing Job Descriptions

An employee directly affected by a change in job description shall be consulted vis-à-vis changes in the job description prior to the changes being implemented. No major changes are to be implemented in job descriptions without discussion with and the agreement of the Union.

If the parties cannot agree within ninety (90) calendar days, the matter will be submitted to an independent third party mutually agreed to by the parties for a final and binding determination.

**ARTICLE 26 - EMPLOYEE BENEFITS**

26.01 The Employer shall continue to pay one hundred percent (100%) of premiums for the following benefits:

- Employee Life Insurance
- Accidental Death and Dismemberment and Loss of Use Benefit
- Weekly Indemnity Benefits
- Health Care Expense Benefits for employees and dependants
- Dental Care Expense Benefits for employees and dependants
- Long Term Disability Benefits

The benefits currently provided are as outlined in Group Policy Number 64502GLHN, GLTDN.

- The Employer shall pay one hundred percent (100%) of premiums for an Employee an Employee and Family Assistance Program (EAP).

26.02 The Employer will continue to provide benefit coverage to any employee on maternity or parental leave. Benefit coverage shall continue for unpaid leaves of absence for up to three (3) months.

26.03 The Employer will continue to provide benefit coverage to any laid off employee for a period of thirty (30) calendar days.

26.04 The parties will participate in the multi-sector pension plan and abide by the terms of the plan at the existing 2.5% pension contribution rate.

26.05 The Employer will provide a Health Spending Account of **\$1,000** per year to all members.

## **ARTICLE 27 - TERMINATIONS**

- 27.01 An employee may terminate their employment with Community Unemployed Help Centre by giving two (2) weeks' written notice, however, an employee will provide four (4) weeks' notice, where possible.
- 27.02 Employment may be terminated with lesser notice or without notice:
- (a) by mutual agreement between the Employer and the employee, or
  - (b) during the probationary period of a new employee without recourse to the grievance procedure, or
  - (c) in the event an employee is dismissed for sufficient cause to justify lesser or no notice.
- 27.03 The Employer will make available, within seven (7) calendar days after termination, all amounts due to the employee, including unpaid wages and pay in lieu of unused vacation entitlement.

## **ARTICLE 28 - TERM OF AGREEMENT**

- 28.01 (a) This Agreement shall be in full force and effect from **April 1, 2025** to March 1, **2028**.
- (b) Should the parties fail to conclude a new contract prior to the expiry date of this Agreement, all provisions herein contained shall remain in full force until a new agreement has been reached or until the date on which the Union takes strike action or the Employer institutes a lockout, whichever occurs first.
- (c) For the period **April 1, 2025** to March 31, **2028** and effective **April 1, 2025** salaries shall be paid in accordance with Schedule "A".
- 28.02 Should either party desire to propose changes to this Agreement, they shall give notice in writing to the other party not more than ninety (90) days and not less than thirty (30) calendar days prior to the date of termination. Within thirty (30) calendar days of the receipt of these proposals, the other party shall be required to enter into negotiations for the purpose of discussing the changes and the formation of a new Agreement.
- 28.03 This Agreement may be amended during its term by mutual agreement.

28.04 Retroactive Pay for Terminated Employees

An employee who has severed their employment between the signing of this Agreement and the date to which this Agreement is retroactive shall receive the full retroactivity of any increase in wages or salary.

28.05 Retroactivity

Salary and wages in the new Agreement shall be adjusted retroactively unless otherwise mutually agreed upon.

**ARTICLE 29 - GENERAL**

29.01 Plural and Masculine Terms May Apply

Whenever the singular or feminine is used in this Agreement, it shall be considered as if the plural or masculine has been used where the context of the party or parties hereto so require.

29.02 Bulletin Boards

The Employer shall provide at least one (1) bulletin board which shall be placed so that all employees will have access to it upon which the Union shall have the right to post notices of meetings and such other notices as may be of interest to the employees.

29.03 Employee Performance Review

A performance review will be written for each employee at least once every twelve (12) months.

A performance review will consist of an assessment of performance of an employee with respect to the ability of the employee to carry out their job description to the standards of performance outlined by the Employer. The employee shall participate in the review of their performance by completing a self-evaluation. The requirement for a self-evaluation may be waived by mutual consent of the employee and the Executive Director.

After each review is written, the Employer and the employee will have a discussion of the results of their respective performance evaluation. The final performance review will be signed and dated by the employee and the supervisor.

29.04 Staff Training

The Employer shall provide up to two hundred dollars (\$200) per year for each staff member to be used in that year where the course(s) or skills relate to the

work of the Agency, including advocacy, referral, counselling, communication, and computer skills.

29.05 Protection of Union Label

The Union label may be affixed to correspondence or other written material from the Community Unemployed Help Centre (CUHC) only when such correspondence or material is provided by a member of the bargaining unit.

29.06 Indemnification

The CUHC will purchase and will maintain insurance coverage to provide to employee's protection as follows:

- (a) The Employer shall indemnify and save harmless all employees from legal liability for bodily injury or property damage, including protection in the event of claims arising from the administration of the employee's duties.

**ARTICLE 30 - TECHNOLOGICAL CHANGE**

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

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

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

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

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

30.05 Where new or greater skills are required than are already possessed by affected employees under the present methods of operation, such employees shall, at the expense of the Employer, be given a training period during which they may acquire the skills necessitated by the new method of operation.

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

### **ARTICLE 31 - PERSONAL PRIVACY AND ELECTRONIC SURVEILLANCE**

#### **31.01 Electronic Monitoring, Surveillance, Employee Confidentiality**

- (a) Electronic monitoring and surveillance shall not be used for the purposes of individual work measurement of employees.
- (b) Surveillance cameras, any technology or systems capable of monitoring employees or their work and any other related equipment shall not be used in employee occupied areas without the knowledge of employees in the area.
- (c) At no time shall video taping or any other form of electronic tracking or monitoring of employees, work output or attendance in or at a particular location be allowed for the purpose of random surveillance, audits or assessing discipline. At no time may such systems be used as a means to gather evidence in support of disciplinary measures. The Union shall be advised, in writing, of the location and purpose of all surveillance cameras and the reason for installation of such equipment.
- (d) The Union recognizes that electronic communication systems are the property of the Employer. The Employer agrees that any and all "e-mail/internet" transmissions or correspondence are confidential and private between the sender and intended recipient and that it will not use electronic communications systems to monitor employee performance or to gather information for disciplinary purposes.
- (e) Notwithstanding the foregoing, it is understood that the Employer has the capacity to monitor e-mail transmissions and the internet sites visited by employees. It is further understood that storing, processing, displaying, sending, or otherwise transmitting known offensive or obscene language or material is prohibited, unless work-related. This includes any material

that could be interpreted as racist, homophobic, sexist, pornographic, or sexually harassing, or classified as hate material.

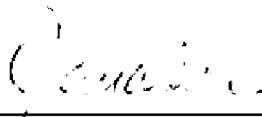
- (f) The Employer shall not monitor e-mail transmissions, or the internet sites visited by employees on CUHC computers for any other reason than that stated in the paragraph above.

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

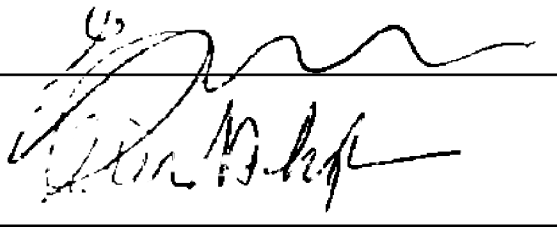
this 05 day of August, 2025.

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

**ON BEHALF OF:  
COMMUNITY UNEMPLOYED  
HELP CENTRE**

  
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**SCHEDULE "A"****Community Unemployed Help Centre****WAGES**

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Wage increases shall be effective and retroactive to the first day of the new Collective Agreement.

***Effective April 1, 2025 - 3% General Increase***

<b>Position</b>		<b>Level 1</b>	<b>Level 2</b>	<b>Level 3</b>	<b>Level 4</b>
Advocate	<i>Annually</i>	\$58,012.27	\$60,638.77	\$63,265.27	\$65,891.77
	<i>Hourly</i>	\$29.75	\$31.10	\$32.44	\$33.79
Intake & Office Coordinator	<i>Annually</i>	\$52,530.00	\$55,164.90	\$57,799.81	\$60,435.77
	<i>Hourly</i>	\$26.94	\$28.29	\$29.64	\$30.99

***Effective April 1, 2026 - 2.5% General Increase***

<b>Position</b>		<b>Level 1</b>	<b>Level 2</b>	<b>Level 3</b>	<b>Level 4</b>
Advocate	<i>Annually</i>	\$59,462.58	\$62,154.74	\$64,846.90	\$67,539.07
	<i>Hourly</i>	\$30.49	\$31.87	\$33.25	\$34.64
Intake & Office Coordinator	<i>Annually</i>	\$53,843.25	\$56,544.03	\$59,244.80	\$61,946.66
	<i>Hourly</i>	\$27.61	\$29.00	\$30.38	\$31.77

***Effective April 1, 2027 - 2.5% General Increase***

<b>Position</b>		<b>Level 1</b>	<b>Level 2</b>	<b>Level 3</b>	<b>Level 4</b>
Advocate	<i>Annually</i>	\$60,949.14	\$63,708.61	\$66,468.08	\$69,227.54
	<i>Hourly</i>	\$31.26	\$32.67	\$34.09	\$35.50
Intake & Office Coordinator	<i>Annually</i>	\$55,189.33	\$57,957.63	\$60,725.92	\$63,495.33
	<i>Hourly</i>	\$28.30	\$29.72	\$31.14	\$32.56

**SCHEDULE "B"**

**Community Unemployed Help Centre**

**LIST OF ARBITRATORS**

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List of Arbitrators on a rotating basis:

Karine M. Pelletier  
Kristine L. Gibson  
Keith D. LaBossière  
Michael D. Werier  
Yvonne Tavares

CC/wkp/cope 491  
July 30, 2025

**LETTER OF UNDERSTANDING**

between

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

and

**Community Unemployed Help Centre**

**RE: WORK OF THE BARGAINING UNIT**

The parties agree that students, volunteers, summer staff and the Executive Director may from time to time be assigned temporarily to perform work of the bargaining unit.

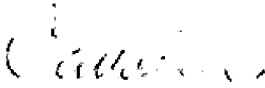
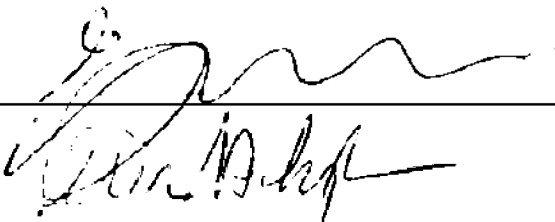
The foregoing shall not be deemed a violation of Article 3.04.


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

Signed this 05 day of August, 2025.

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

**ON BEHALF OF:  
COMMUNITY UNEMPLOYED  
HELP CENTRE**

  
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**LETTER OF UNDERSTANDING**

between

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

and

**Community Unemployed Help Centre**

**RE: EMPLOYMENT INSURANCE PREMIUM**

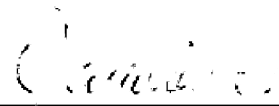
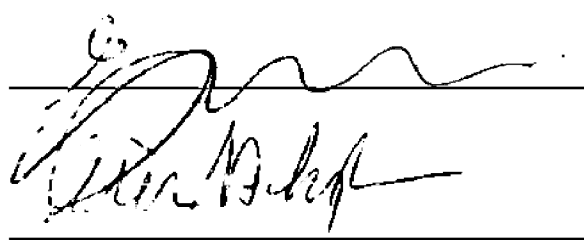
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This is an agreement between the Community Unemployed Help Centre (Employer) and its unionized employees who are represented by the Canadian Union of Public Employees, Local 2348. If the Employment Insurance premium reduction is granted, the Employer will return <sup>5</sup>/<sub>12</sub> of the savings in respect of the aforementioned employee group to the employees in the form of individual lump sum payments, to be paid by the end of each calendar year.

Signed this 05 day of August, 2025.

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

**ON BEHALF OF:  
COMMUNITY UNEMPLOYED  
HELP CENTRE**

  
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**LETTER OF UNDERSTANDING**

between

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

and

**Community Unemployed Help Centre**

**RE: MULTI SECTOR PENSION PLAN**

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As the parties agreed to participate in the Multi Sector Pension Plan and further agreed to abide by the terms of the plan, this letter is to satisfy the requirements of the plan as required Collective Agreement language.

In this Article, the terms used shall have the meanings described:

1. (a) “Plan” means the Multi-Sector Pension Plan
- (b) “Applicable Wages” means the basic straight time wages for all hours worked and in addition;
  - (i) the straight time component of hours worked on a holiday; and
  - (ii) holiday pay, for the hours not worked; and
  - (iii) vacation pay; and
  - (iv) sick pay paid directly the Employer (but not short-term indemnity payments paid by an insurer) which results in the Employee receiving full payment for the hours missed due to illness. Applicable wages includes any sick pay which an Employee is permitted to receive in cash despite not having been absent from the workplace; and
  - (v) \_\_\_\_\_.

All other payments, premiums, allowances and similar payments are excluded.

- (c) “Eligible Employee” means all employees in the bargaining unit who have completed 500 hours of employment with the Employer.<sup>1</sup>

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<sup>1</sup> Not to exceed 500 hours

2. Commencing June 30, 2014 each Eligible Employee shall contribute for each pay period an amount equal to 2.5% of Applicable Wages to the Plan. The Employer shall contribute on behalf of each Eligible Employee for each pay period, an amount equal to 2.5% of Applicable Wages to the Plan.
3. The Employee and Employer contributions shall be remitted to the Plan by the Employer within thirty (30) days after the end of the calendar month in which the pay period ends for which the contributions are attributable. The Employer shall remit all contributions in the manner directed by the Administrator of the Plan.
4. The Employer agrees to provide to the Administrator of the Plan, on a timely basis, all information required pursuant to the *Pension Benefits Act*, R.S.O. 1990, Ch. P-8, as amended, and *Income Tax Act* (Canada) which the Administrator may reasonably require in order to properly record and process pension contributions and pension benefits. If maintained by the Employer in electronically readable form, the information shall be provided in such form to the Plan if the Administrator so requests.

For further specificity, the items required for each Eligible Employee by Article 4 of the agreement include:

(a) To Be Provided at Plan Commencement

- date of hire;
- date of birth;
- Social Insurance Number;
- date of first contribution;
- seniority list to include hours from date of hire to Employer's fund entry date (for the purpose of calculating past service credit);
- gender.

(b) To Be Provided With Each Remittance

- name;
- Social Insurance Number;
- monthly remittance;
- pensionable earnings;
- year to date contributions;
- employer portion of arrears owing due to error, or late enrolment by the Employer.

(c) To Be Provided Initially and As Status Changes

- full address;
- termination date where applicable (MM/DD/YY)
- marital status, and any change to marital status;

- date of death (if applicable);

(d) To Be Provided Annually But No Later Than December 31

- current complete address listing for all Eligible Employees;
- period(s) of absence due to illness or disability, including WSIB (while Employee retains seniority);
- period(s) of layoff, while subject to recall;
- period(s) of absence for pregnancy or parental leave;
- period(s) of strike or lockout;
- other leaves of absence;
- hours worked by employees covered by the Collective Agreement who are not yet eligible employees, in the month and cumulatively since their date of hire.

5. The Employer agrees to be bound by the terms of the Agreement and Declaration of Trust establishing the Multi-Sector Pension Plan and the rules and regulations of the Plan adopted by the Trustees of the Plan, both as may be amended from time to time. In addition, the Employer agrees to enter into a Participation Agreement with the Trustees of the Plan in the form attached here to.

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

Signed this 05 day of August, 2025.

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

**ON BEHALF OF:  
COMMUNITY UNEMPLOYED  
HELP CENTRE**

