

COLLECTIVE AGREEMENT

BETWEEN

CUPE

**CANADIAN UNION OF PUBLIC EMPLOYEES,
LOCAL 5511**

AND



ndinawe
NDINAWEMAAGANAG
ENDAAWAAD INC.

NDINAWEMAAGANG ENDAAWAAD INC.

JULY 23, 2025 TO JULY 22, 2027

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THIS AGREEMENT MADE THIS 18 DAY OF September, 2025.
BETWEEN

NDINAWEMAAGANG ENDAAWAAD INC.
(hereinafter called the Employer),

Party of the First Part,

AND

CANADIAN UNION OF PUBLIC EMPLOYEES, LOCAL 5511
(hereinafter called the Union)

Party of the Second Part.

INTRODUCTION

The parties to this Collective Agreement recognize that the work of the Truth and Reconciliation Commission (TRC) continues to have a profound impact on Canadians' awareness of the deep and lasting trauma that Canada's Indian Residential Schools had on Indigenous peoples and their families, communities, and cultures. The Parties acknowledge that what occurred in residential schools was genocide and was part of a much longer process of colonization. The parties support full adoption of the TRC's Calls to Action, with specific acknowledgment of Call to Action 57 as it is essential to genuine reconciliation and reversing the on-going harm caused by colonialism on Indigenous peoples.

"We call upon federal, provincial, territorial, and municipal governments to provide education to public servants on the history of Aboriginal peoples, including the history and legacy of residential schools, the United Nations Declaration on the Rights of Indigenous Peoples, Treaties and Aboriginal rights, Indigenous law, and Aboriginal–Crown relations. This will require skills based training in intercultural competency, conflict resolution, human rights, and anti-racism."

The Parties recognize this relationship as an opportunity to transform the colonial collective bargaining process imposed on Indigenous people and organizations. Accordingly, it is the parties' distinct honour and privilege to come to this Collective Agreement that abides by Indigenous laws, values and traditions.

PREAMBLE

This Collective Agreement has been negotiated in accordance with the organization's mission, vision, and values as follows:

Mission Statement

Ndinawemaaganag Endaawaad (Our Relatives Home) honours our responsibility to be good relatives for our youth, using a kinship approach.

Vision Statement

Creating a kinship support network for youth in Winnipeg that allows them to feel safe to connect with others, discover their gifts and find their place in community.

Values

Respect is a basic law of life. Respect means to feel and show honour for someone and to care for their well-being. Respect one's self and respect will be bestowed.

Love and children are the vehicles we have been given to experience and comprehend the Creator.

Honesty is from within and is not to be confused with truth or law. In our traditional way, there are no 'ifs or buts' about honesty if one is to survive in a good way.

Courage is the capacity to stick to a challenge even though it is very hard and even painful. We must seek understanding and resolution through spiritual intervention as healing.

Humility is the ability to understand that, as an employee/volunteer of Ndinawe, we have an individual role to ensure the survival of the family. Humility is the quality which allows us to understand and accept our roles as well.

Wisdom is gained through experience and insight and is not to be confused with knowledge. Wisdom brings with it the need to be responsible and accountable.

Truth is the ability to adapt and change without compromising.

It is the desire of all parties of this Agreement to:

- Promote Indigenous cultures and values;
- Recognize that the highest regard and principal consideration must be the care and well-being of the community we serve;
- Recognize the value of partnership and collaboration in matters related to working conditions; and
- Be a good relative in all interactions between the Employer, Union, and employees.

ARTICLE 1 - HONOURING OUR RESPONSIBILITY AS GOOD RELATIVES

- 1.01 As good relatives, it is the responsibility of Ndinawe, its employees and CUPE to foster a relationship based on kinship. Kinship is a system that reflects how people relate to one another and their surroundings, with the aim of creating an undivided and harmonious community.
- 1.02 It is Ndinawe's responsibility to manage its affairs, to direct its working forces, to hire, classify, promote, demote, layoff, discipline, suspend with or without pay, and discharge any employee; to increase or decrease its working force; to re-organize, close or disband any position from time to time as circumstances and necessity may

require; and to meet the needs of the organization. This includes the right to determine the employee's ability, skill, competence and other qualifications for the job. All matters concerning the operation of the Ndinawe's business not specifically dealt with in this Agreement shall be reserved to the Employer and shall be its exclusive responsibility.

- 1.03 Ndinawe maintains the right to make and alter from time to time, expectations of employees and policies to be observed provided that such expectations and policies do not violate or conflict with the provisions of this Agreement.
- 1.04 In exercising its responsibilities in administering this Agreement, Ndinawe shall act reasonably, fairly, and in good faith, and in accordance with its Values.

ARTICLE 2 - UNION SECURITY

- 2.01 Within one week of the signing of this agreement, all employees in the bargaining unit of the Employer shall, as a condition of employment, become and remain members in good standing of the Union, according to the constitution and bylaw of the Union. As a condition of employment, all new employees in the bargaining unit shall become and remain members in good standing of the Union within thirty days of employment.

2.02 Union Dues Deduction and Remittance

(a) Union Dues Deduction and Remittance

The Employer will deduct dues, initiation fees, and assessments as set by the Union from each pay of all employees covered by this Collective Agreement. Such deductions will be forwarded to the National Secretary-Treasurer and Local Secretary-Treasurer of the Canadian Union of Public Employees on a biweekly basis.

(b) Dues Supporting Documentation

Along with the deductions, the Employer will provide:

- (i) A completed Union dues remittance form, supplied by the Union; and
- (ii) An electronic spreadsheet indicating the pay period covered by the deduction and the following information for all employees from whose wages the deductions have been made: name, employment status (such as full-time, part-time, temporary, casual), classification/job title, primary work location, regular earnings, hours worked, and dues deducted.

(c) Delay in Remitting

In the event of delay in remitting the sums listed in this Article, the Union will contact the Employer concerning the issue, and the Employer will endeavor to correct delay within ten (10) business days. For any period of delay in remitting the sums listed in this Article, the Employer will pay the Union interest at the Bank of Canada rate (as amended from time to time) or prorated if less than a month.

(d) T4 Slip

The Employer will report the yearly number of dues paid by each employee on the employee's T4 slip or any other legal reporting requirement which replaces the requirement to report dues remitted on a T4 slip in the future

ARTICLE 3 - HOURS OF WORK

3.01 For the purposes of this Agreement, the following terms shall be defined as:

- (a) **Full-Time Employee:** Permanent Employees who regularly work thirty-two hours, up to a maximum of forty-eight hours per week.
- (b) **Part-Time Employee:** Permanent Employees who routinely work twenty-four hours or less per week.
- (c) **Casual Employee:** Casual Employees or "Casuals" are employees of Ndinawe without any defined hours of work per week, who are offered shifts based on operational requirements where permanent staff are unable to meet the need. Casuals are entitled to sign up for shifts at their discretion; however, where a Casual Employee does not work for a period of four continuous weeks, they will be deemed to have resigned and Ndinawe will issue a Record of Employment forthwith.

3.02 Ndinawe shall have the right from time to time to establish the arrangement of hours of work for all Employees covered by this Agreement as is necessary for the efficient operation of the Ndinawe, subject to the provisions of Manitoba's *Employment Standards Code*, including any amendments thereto.

3.03 Ndinawe is a 24/7 continuously operating business. The normal working day for Employees is eight hours consecutively, or twelve hours, in certain instances. Employees are entitled to a total of thirty minute of paid breaks during the course of their work shift.

ARTICLE 4 - EVALUATION AND ASSESSMENT PERIODS

- 4.01 Ndinawe provides opportunities for new and existing Employees to enhance existing knowledge and training necessary to complete their role.

In order to ensure that Ndinawe's operational needs are met, each new Employee will be evaluated over the course of six months (or twelve months, where further mentorship is required) to ensure they are suitable for the position.

Ndinawe encourages Employees to seek opportunities within the organization with additional responsibilities where possible. Where existing Employees seek new opportunities, they will be mentored and assessed for suitability in their new role for a period of six months.

4.02 Evaluation Period

Every newly hired Employee shall be on evaluation for a period of six (6) months. An Employee's evaluation period may be extended for a period of up to six (6) months at the discretion of Ndinawe.

An Employee shall be notified in writing of any extension of their evaluation period prior to the expiry of the evaluation period. A meeting may be held with the Employee to discuss the extension. The Employee has the option to have a Union Representative present.

Where Ndinawe determines that the evaluation period was not successful, the Employee shall be provided with one (1) week notice or payment in lieu, which notice shall be deemed to be within the Employee's evaluation period.

4.03 Assessment Period

An existing Employee moving to a new position shall complete an assessment period of six (6) months. The purpose of the assessment period is to assess whether the Employee is able to perform the duties and functions of the position.

An Employee's assessment period may be extended by Ndinawe for a maximum period of six (6) months.

If it is determined by Ndinawe that the Employee is not suitable for the position following a promotion, or transfer then:

- (a) The Employer will endeavor to relocate the Employee to the Employee's former position or to a position comparable to the former position.
- (b) If the former position is not immediately available, the Employer will place the Employee on an employment availability list at the Employee's previous position for a period of six (6) months.

- (c) If there is no vacancy within the Employee's former position, Ndinawe will reassign the Employee to a lower paying position, if available, and if the Employee is qualified to perform the position, and pay the Employee at their rate of pay in the former classification for a period of six (6) months.
 - (i) If after six months, the former position remains unavailable, the Employee will be offered to continue in the temporary position at that position's designated rate of pay on a permanent basis, or laid off.
- (d) If there is no position available for the Employee through (b) or (c), the Employee will be laid off.

4.04 An Employee who is temporarily appointed to another position is not considered to be in the assessment period. If the Employee is immediately promoted to that position, the period during which the Employee temporarily held that position shall count towards the Employee's assessment period.

An Employee shall not be required to serve a further assessment period when:

- (a) The Employee initiates a transfer to a position involving similar duties and responsibilities; or
- (b) The Employer initiates the transfer or demotion of an Employee from one position to another for any reason, except where it is determined that the Employee is not suitable for a new position in an assessment period and the Employee is transferred to a position they have not filled before.

4.05 An Employee who is deemed not suited for a position during the assessment period may initiate a discussion on the decision in writing to Human Resources Director or designate within five (5) working days. The Employee has the option to have a Union Representative present. Human Resource Director or designate will have fifteen (15) days to issue a decision in writing.

ARTICLE 5 - SUPPORTIVE RESOLUTION PROCEDURE

5.01 The Supportive Resolution Process is a flexible, inclusive process intended to facilitate the peaceful, respectful resolution of disagreements for the wellbeing of our community. This process will be utilized between parties to this Collective Agreement in accordance with the Values as set out in the Preamble.

The Parties emphasize the necessity of respect, restitution and connection that is essential for the successful resolution of a disagreement.

5.02 Definitions

“**Mino Nawkoonigeta**” means let’s deal with this matter in a good way and includes identifying and addressing harms arising out of the interpretation, application, administration, or alleged violation of the Collective Agreement or a case where the Employer has acted unjustly, improperly, or unreasonably.

“**Weekday**” means a day other than Saturday, Sunday, or a recognized holiday.

5.03 Mino Nawkoonigeta Procedure

Should a disagreement arise that cannot be resolved informally, the employee must bring the concern to the Human Resources Manager within fifteen (15) weekdays of the incident giving rise to the alleged violation.

The employee may involve a steward, the Union, or an Elder, at any stage of a disagreement as a support. Where Union involvement is requested by the Employee, the Employer shall provide a summary of the disputes at issue, including a summary of events and prior supportive improvement plans, as applicable, to the Union, at least three (3) weekdays prior to a first meeting.

The Union and its Representatives will have the right to originate the Mino Nawkoonigeta process regarding policy or on behalf of an Employee, or group of employees.

5.04 Supportive Resolution

Where Human Resources and the employee have been unable to resolve the disagreement about the interpretation, application, implementation or operation of this Agreement, the Supportive Resolution Procedure may be commenced within fifteen (15) weekdays of the last meeting between the employee and Human Resources, and the matter shall be referred to an Elder.

The parties recognize there are a number of resolution processes that are unique to Indigenous cultures. As such, the Supportive Resolution Procedure is not limited to a single process/ceremony. For example, the Elder may choose a sharing circle, Pipe ceremony, talking circle, mediation.

Elders shall have the discretion to select the appropriate ceremony, and will meet with the employee to discuss the ceremony before it begins. The Elder will determine which parties are required to participate; however, the Employer respects that the inclusion of a Union Representative throughout the Supportive Resolution process is at the sole discretion of the Employee.

The Union and Employer shall be entitled to provide to the Elder a brief written submission of their positions in advance of the ceremony.

The Elder shall not have the authority to amend or alter the provisions of this Collective Agreement.

The Elder will indicate when the Supportive Resolution process is complete and will provide the final decision.

Replies to the Mino Nawkoonigeta process or outcome of the Supportive Resolution stating reasons with all documents the Employer relied on will be in writing at all stages and provided to the Employee with copies sent to the Union. Where the Supportive Resolution is not successful, the Union may refer the dispute to arbitration as per Article 6.

Time limits may be extended by mutual agreement of the parties.

ARTICLE 6 - ARBITRATION PROCEDURE

6.01 The Parties acknowledge that arbitration is a mechanism of the *Manitoba Labour Relations Act*, and that the process does not align with traditional Indigenous ways of knowing and being.

A key component of Indigenous conflict resolution is relationship and affective process rather than the application of rules by a neutral third party. Additionally, the structural impediments of both historical and contemporary power relationships throughout centuries of colonization fail to account for or include issues of relevance to Indigenous peoples. An Indigenous worldview is not individualistic but rather focuses on the collective or communal identity, healing and restoration in accordance with the Seven Sacred Laws and not merely the interpretation of western laws.

Nevertheless, until such time of mutual recognition of Indigenous and “western” laws as equal in our society, the Parties agree that whenever possible, they will strive to be as inclusive in the interpretation and application of this agreement.

6.02 Referral to Arbitration

It is agreed by the parties hereto that any difference of opinion relating to the interpretation, application or administration of this Agreement which cannot be settled after exhausting the Supportive Resolution Procedure may be settled by Arbitration.

A Notice of Intent to arbitrate will be forwarded to the other party within ten (10) weekdays of the close of the Supportive Resolution Procedure. Within ten (10) weekdays of receipt of the Notice of Intent to Arbitrate, the Employer and Union will select their nomination of a sole Arbitrator from the list at Article 6.03.

6.03 Single Arbitrator

The Employer and the Union agree that by mutual written agreement of the parties, a Sole Arbitrator may be substituted for a Board of Arbitration. The appointment and jurisdiction of the Arbitrator will conform to the provisions of this Article. Each party will pay one-half (½) of the fees and expenses of the Arbitrator and any costs of the place of hearing of such arbitration if and when the necessity arises.

The Parties agree that the following Arbitrators are pre-approved for the purpose of Arbitration. This list may be amended with mutual consent:

1. Nick Saunders.
2. Sacha Paul.

6.04 Payment for Arbitration

Each of the parties hereto will bear equally the expense of the third party, and any cost of the place of hearing of such Arbitration, if and when the necessity arises.

6.05 Powers of the Arbitrator

It is agreed and understood that the Arbitrator will have no authority to alter, modify or annul any part of this Agreement. However, the Arbitrator will have the authority to substitute such other remedy, as the Arbitrator deems just and reasonable in all circumstances.

6.06 Decision of the Arbitrator

The Arbitrator will hear and determine the matter and will issue a decision which will be in writing and contain the reasons for the decision.

6.07 Time Limits

The time limits mentioned in this Article and in the preceding Article may be extended by mutual agreement of the parties. A failure to comply with any of these time limits may be relieved by the Arbitrator.

ARTICLE 7 - TERM OF AGREEMENT

7.01 Agreement Term

The term of this Agreement will be two (2) years from ratification on July 23, 2025 to July 22, 2027.

7.02 Changes in Agreement

Any changes deemed necessary in this Agreement may be made by mutual agreement at any time during the existence of this Agreement.

ARTICLE 8 - WAGES



WAGES

Classification	Current Rate of Pay
Case Manager	\$22.08
Cleaner	\$20.40
Coordinators: Food Services, Housing, Resource, Research (New)	\$22.08
Peer Mentor	\$17.14
Facilitator: Program, Recreation	\$21.93
Youth Care Worker/Youth Support Worker**	\$20.40
Youth Care Worker/Youth Support Worker - Casual	\$18.00
Systems Navigator	\$22.08
Educational Assistant	\$22.08
Prep Cook (NEW)	\$20.40
Indigenous Wellness & Exploitation Specialist (NEW)	\$24.52

****Youth Care Worker/Youth Support Worker - Overnight shift premium is \$1.00 per hour**

Dated this 18 day of September, 2025.

**FOR THE EMPLOYER:
NDINAWEMAAGANG ENDAAWAAD
INC.**

**FOR THE UNION:
CANADIAN UNION OF PUBLIC
EMPLOYEES, LOCAL 5511**

