



**COLLECTIVE AGREEMENT**

**BETWEEN**

**CANADIAN UNION OF PUBLIC EMPLOYEES,  
LOCAL 2153**

**AND**

**PROVINCE OF MANITOBA  
DEPARTMENT OF FAMILY SERVICES AND LABOUR**

**SUPPORT WORKERS**

**TERM OF AGREEMENT:**

**MARCH 31, 2010 TO APRIL 1, 2014**

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This Agreement made and entered into this \_\_28\_\_ day of \_\_\_\_September\_\_\_\_, 2012.

**BETWEEN:**

**PROVINCE OF MANITOBA  
DEPARTMENT OF FAMILY SERVICES AND LABOUR**

**AND**

**CANADIAN UNION OF PUBLIC EMPLOYEES, LOCAL 2153  
SUPPORT WORKERS**

**WITNESSETH:**

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

**ARTICLE 1 - DEFINITIONS**

- 1:01 (a) "Support Worker" means permanent hourly paid employees of the Branch who have guaranteed hours and have satisfied the probationary requirements. These employees provide services to clients in the client's home or in a placement resource. This category excludes foster parents, proctors, outside placement resources, employees and salaried support workers occupying Branch positions.
- (b) "Casual employee" means an employee who works on an irregular basis or who, for a short period of time fills behind a regular employee who is away on leave. Casual employees are included in the bargaining unit and are covered by this Agreement with respect to the following Articles:

Article 1 -Definitions, Article 2- Work of the Bargaining Unit; Article 3 - Recognition; Article 4 - Management Rights; Article 5 - Union Security; Article 6 - No Discrimination; Article 7 – Harassment; Article 8 – Methods of Communication; Article 9 - Medical Fitness; Article 10 - Payment of Wages and Allowances; Article 11 - Probationary Period; Article 12 - Increments; Article 13- Scheduled Evening and Night Work; Article 14- Hours of Work; Article 15- Allocation of Work; Article 16–Seniority; Article 18 - Resignations; Article 19- Termination of Employment; Article 20 - Disciplinary Action, Article 21 - Grievance Procedure; Article 22 - Arbitration Procedure; Article 24 – Holidays; Article 26 - Leave of Absence; Article 27 - Court Leave; Article 30–Joint Consultation Committee; Article 31 - Strikes and Lockouts; Article 32 - Car Allowance; Article 33- Classification and Reclassification of Work Assignments; Article 34 - Civil and Criminal Liability; Article 35 - Technological Change; Article 37- Health and Safety;

Article 39- Picket Lines; Article 40 –Employee Assistance Program; Article 41 –Theft and Damage to Personal Property; Article 42 –Term of the Collective Agreement.

Casual employees shall accrue seniority amongst themselves, for the purposes of acquiring "permanent" status. Casual employees shall be considered for any vacancies before outside applicants.

- (c) "Accumulated Service" means an employee's regular paid hours worked under the terms and conditions of this Agreement. Recognition of service prior to the signing of the 1995 Collective Agreement shall be calculated in accordance with Letter of Understanding entitled "Accrued Service and Benefits Prior to First Collective Agreement".
- (d) "Employer" means the Province of Manitoba, Department of Family Services and Labour.
- (e) "Union" means the Canadian Union of Public Employees Local 2153, Support Workers.
- (f) "Steward" means an employee appointed or elected by the Union who is authorized to represent the Union, and employee(s) or both in the handling of grievances or matters relating to this Agreement.
- (g) "Regular paid hours" means an employee's hours worked at straight time rates exclusive of overtime, sleep time and standby time.
- (h) "Normal working hours for Support Workers" means twenty-four (24) hours, seven days per week.

1:02 Where the singular or the masculine expressions are used in this Agreement, the same shall be construed as meaning the plural or the feminine where the context so admits or requires that the converse shall hold as applicable.

## **ARTICLE 2 - WORK OF THE BARGAINING UNIT**

2:01 Subject to the provisions of Articles 1 - Definitions and 15 - Allocation of Work, persons not in the bargaining unit shall not normally do any work which is included in the bargaining unit.

### **ARTICLE 3 - RECOGNITION**

- 3:01 The Employer recognizes the Union as the sole and exclusive bargaining agent for all of its employees, as defined in MLB Certificate 6263 and hereby agrees to negotiate with the Union or any of its authorized committees.
- 3:02 No employee shall be required or permitted to make a written or verbal agreement with the Employer or his/her representative which may conflict with the terms of this Collective Agreement.
- 3:03 The Union shall have the right at any time to have the assistance of representative(s) of the Canadian Union of Public Employees. Such representative(s) shall have access to the Employer's premises in order to deal with any matter arising out of this Collective Agreement.
- 3:04 With appropriate notification to the Employer, Union officers and Committee members may be entitled to leave their work during working hours in order to carry out their functions under this Agreement including, but not limited to, the investigation and processing of grievances, attendance at meetings with the Employer, participation in negotiations and arbitration. Permission to leave work during normal working hours shall first be obtained from the immediate supervisor. Such permission shall not be unreasonably denied. All time spent in performing such Union duties during normal working hours shall be considered as time worked.
- 3:05 The Union will supply the Employer with the names of its officers and stewards. Likewise, the Employer shall supply the Union with a list of its supervisory personnel with whom the Union may be required to transact business.
- 3:06 The Union bargaining committee shall be elected or appointed and shall consist of not more than three (3) members of the Union, and the President or designate and Staff representative as appropriate. The Union will advise the Employer of the names of the Union members on the Committee and shall have representation from as many programs and occupational categories as possible.

Should the Union require additional participants for negotiations, all costs will be borne by the Union for any additional participants.

- 3:07 The Union and the Employer desire employees to be familiar with the provisions of this Agreement and their rights and obligations under it. For this reason the Employer agrees to pay one-half ( $\frac{1}{2}$ ) of the printing costs of copies of the Agreement in a three-ring booklet form in a Union shop within ninety (90) days of the signing of the Collective Agreement.

The Employer will provide a copy of the Agreement to each new employee on or before the employee's commencement of employment.



#### **ARTICLE 4 - MANAGEMENT RIGHTS**

4:01 Except where expressly abridged, delegated or modified by a specific provision of this Agreement, the Union expressly agrees and recognizes that the Employer has the sole and exclusive right, power and authority to manage its operations in all respects.

The question of whether any of these rights is limited by this Agreement shall be decided through the grievance and arbitration procedure.

4:02 In administering this Agreement, the Employer shall act reasonably, fairly, in good faith, and in a manner consistent with the Agreement as a whole.

#### **ARTICLE 5 - UNION SECURITY**

5:01 Each and every employee covered by this Agreement shall have an amount equal to the current Union dues deducted by the Employer from each pay whether such employee is a member of the Union or not.

5:02 The Union agrees to indemnify and save the Employer harmless against any claim or liability arising out of the application of this Article.

5:03 (a) Deductions shall be forwarded in one (1) cheque to the Secretary-Treasurer of the Union not later than the tenth (10<sup>th</sup>) day of the following month for which the dues were levied. The initial cheque shall be accompanied by a list of the names, addresses and classifications of employees from whose wages the deductions have been made. Subsequent cheques will be accompanied by a list of the names and address changes, if any. This list shall indicate promotions, demotions, hirings, layoffs, transfers, recalls, resignations, retirements, deaths and other terminations of employment.

(b) The Employer will provide a checkoff list of employees which includes the name, classification, employing authority and department, employment status and the current correct address as provided by each employee.

(c) Employees are required to keep this information up-to-date.

5:04 At the same time that Income Tax (T-4) slips are made available, the Employer shall indicate the amount of Union dues paid by each employee in the previous year.

5:05 The Union shall notify the Employer in writing of any changes in the amount of dues at least two (2) months prior to the end of the pay period in which the deductions are to be made.

5:06 The Employer agrees to acquaint potential 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.

5:07 On commencing employment, the employee's immediate supervisor shall introduce the new employee to his/her Union Steward or Union Representative. An Officer of the Union shall have up to fifteen (15) minutes, at a time mutually agreed between the Steward and the Employer, in order to acquaint new employees falling under the scope of this Agreement with the fact that a Union Agreement is in effect and to indicate the general conditions and obligations as they relate to employees.

5:08 All correspondence between the parties arising out of this Agreement or incidental thereto, shall pass to and from the Employer and the Recording Secretary of the Union or the CUPE National Representative, with a copy to the Recording Secretary of the Union.

A copy of any correspondence between the Employer or his/her designate and any employee in the bargaining unit, pertaining to the interpretation, administration or application of any part of this Agreement shall be forwarded to the Secretary of the Union or his/her designate.

#### **ARTICLE 6 - NO DISCRIMINATION**

6:01 The parties agree that there will be no discrimination by the Employer, the Union or the employees against any employee because of race, nationality, religion, creed, colour, sex, age, marital status, family relationship, parental status, ethnic or national origin, political beliefs, membership or non-membership in the Union, sexual orientation, physical or mental disability (unless the discrimination in employment is based upon bona fide and reasonable requirements or qualifications for the employment or occupation).

6:02 For further clarification, it is understood that "no discrimination on the basis of sexual orientation" means that when this Agreement speaks of "common-law spouses" the term applies equally to opposite-sex and same-sex partners.

6:03 The parties agree that all benefits controlled by the Employer (e.g. compassionate leave) shall be extended to same-sex partners. The Employer further agrees to negotiate with all private insurance and benefit carriers to extend coverage to same-sex partners. The parties agree that the failure of any outside organization to provide benefit coverage to same-sex partners shall not be a grievable issue.

#### **ARTICLE 7 - HARASSMENT**

7:01 The Employer and the Union agree that no form of harassment shall be condoned in the workplace and it is further agreed that both parties will work together to recognize and deal with these problems when they arise. Situations involving allegations of harassment shall be able to be processed as grievances by the victim.

7:02 Where the alleged harasser is the person who would normally deal with the first step of such grievances the grievance will automatically be sent forward to the next step.

- 7:03 No information relating to the grievor's or alleged harasser's personal background, lifestyle or mode of dress will be admissible during the grievance or arbitration process.
- 7:04 Sexual harassment may be defined as sexual comments or behaviour which creates an uncomfortable or threatening working environment.
- 7:05 Racial harassment may be defined as differential treatment or a policy which is based on race, colour, nationality or ethnic origin, or any racial comments or behaviours which create an uncomfortable or threatening working environment.
- 7:06 Personal harassment may be defined as repeated unconstructive, intentional and offensive comments or actions designed to offend, abuse or humiliate a person, when such conduct has the purpose or effect of substantially or unreasonably interfering with an employee's work performance or creating an intimidating, hostile, or offensive working environment.
- 7:07 Confidentiality
- (a) All complaints, investigations, hearings and information about the case shall be treated with utmost confidence and in an expeditious manner.
  - (b) Any breach of confidentiality may be the subject of further grievance and/or be subject to disciplinary proceedings.
- 7:08 Situations of racial and sexual harassment shall be considered as discrimination and shall be eligible to be processed as grievances. Situations of personal harassment, while not discrimination, shall be eligible to be processed as grievances. Where the alleged harasser is the person who would normally deal with the first step of such grievances, the grievance will automatically be sent forward to the next step.

## **ARTICLE 8 - METHODS OF COMMUNICATION**

- 8:01 The Employer agrees to provide spaces on existing bulletin boards which shall be placed so that all employees will have access to them and 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. The Employer reserves the right to request the removal of posted material if considered adverse or damaging to the Employer.
- 8:02 With the written consent of the Employer, the Union may include notices in the pay stubs or other mail outs of the Employer.

## **ARTICLE 9 - MEDICAL FITNESS**

9:01 At the request of the Employer, an employee may be required to have a medical examination from a duly qualified medical practitioner, acceptable to both parties. The Employer shall pay for any and all costs incurred by the employee if the costs are not covered by Manitoba Health.

In the event that a qualified medical practitioner cannot be mutually agreed upon, the Employer shall appoint a physician.

## **ARTICLE 10 - PAYMENT OF WAGES AND ALLOWANCES**

10:01 The Employer shall pay salaries and wages biweekly in accordance with Schedule "A" attached hereto and forming part of this Agreement. On each pay day each employee shall be provided with an itemized statement of wages, overtime and other supplementary pay and deductions.

10:02 The wages payable to any employee shall be those set forth in Schedule "A" attached hereto and forming part of this Agreement. Employees will be advised in writing of the wage scale established for the work they are hired to undertake.

10:03 Employees shall be paid the hourly rate for the work to which they are assigned.

10:04 Pay shall be provided to the employees by direct deposit.

## **ARTICLE 11 - PROBATIONARY PERIOD**

11:01 A support worker shall be on probation from the date of commencement of employment for a period of 1,040 hours.

A casual employee who becomes a permanent support worker may have up to five hundred (500) regular paid hours worked recognized towards fulfilling the probationary period.

11:02 An employee who is rejected during the initial probationary period may grieve the rejection at step 1 of the grievance procedure within twenty-one (21) calendar days from the date the employee received notice of the rejection. The Program Manager shall hold a hearing to discuss the grievance with the employee. The employee has the option to have a representative present and the Program Manager's decision shall be final and not subject to arbitration.

11:03 In the event that the Employer is considering rejecting on probation a probationary employee due to work performance issues, the employee shall be notified within a reasonable time frame before the end of the probationary period, of any performance concerns. Notification shall include the nature of the concerns and the employee shall have the option to have Union representation.

11:04 Sick leave and seniority shall accrue from date of hire, but shall only be used after the completion of the probationary period.

### **ARTICLE 12 - INCREMENTS**

12:01 An employee is eligible to be moved forward one (1) step on the wage scale established for the assignment upon satisfactory completion of 2,080 accumulated service hours. No more than one (1) step forward on the wage scale shall be approved in a twelve (12) month period.

12:02 Work performance shall be measured by an annual performance appraisal which shall be prepared in writing prior to the completion of the qualifying service hours. A copy of the appraisal shall be provided to the employee.

12:03 An employee whose work performance is not considered to be satisfactory during the period under review shall be so warned prior to the review date.

12:04 If an increment is withheld, a further review shall be made four hundred and eighty (480) regular hours after the incremental raise date.

### **ARTICLE 13 - SCHEDULED EVENING AND NIGHT WORK**

13:01 A shift premium of 50¢ per hour will apply to evening and night shift work, as apart from overtime work, for the full period of the shift, provided that the majority of the hours worked are between the hours of 10:00 p.m. and 8:00 a.m. Twenty-four hour workers are exempt from this shift premium.

13:02 The shift premium shall not be included in the calculation of overtime payments.

13:03 There shall be no pyramiding of overtime or premiums and therefore overtime shall not be compensated for under more than one (1) article of this Agreement.

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

14:01 The parties recognize the uniqueness of the work of Support Workers and the need for distribution of work in an economical, fair and efficient manner.

14:02 Hours of work shall be as assigned by the Employer.

14:03 The employee shall be paid for hours worked including time spent travelling between consecutive work assignments, completed administrative work and meetings called by the Employer.

- 14:04 The Employer shall guarantee hours to all permanent employees as per their most recent letter of employment.
- 14:05 Notwithstanding :03, where an employee has been scheduled to work but is unable to begin or complete the assignment because of client circumstances beyond the control of the employee, then the Employer shall endeavour to provide an assignment with approximately the same number of hours remaining on the assignment that the employee was unable to begin or complete. Where no other assignment can reasonably be found, the employee shall be paid as follows:
- (a) Where the assignment is for three (3) hours or less the employee will be paid for the number of hours scheduled at the employee's regular hourly rate.
  - (b) Where the assignment is for more than three (3) hours in a twenty-four (24) hour period the employee shall be paid at the employee's regular hourly rate for the greater of the actual hours worked or three (3) hours.
- 14:06 In accordance with the Home Care Workers and Residential Care Workers Regulation:
- (a) Where an employee undertakes a twenty-four (24) hour live-in assignment the employee shall be paid based on hours of work calculated over a biweekly pay period.
  - (b) No employee shall be required to work more than five (5) consecutive twenty-four (24) hour shifts.
  - (c) Eight (8) hours of a twenty-four (24) hour shift shall be considered regular work hours and paid at straight time. Eight (8) hours of a twenty-four hour shift shall be paid as overtime time. Eight (8) hours (or part thereof), of a twenty-four hour shift shall be designated as personal time and paid a flat rate.
  - (d) Employees will be paid a flat rate of \$25.00 for each personal time period.  
  
The flat rate for personal time is provided in recognition that on occasion a support worker needs to get up in the middle of the night and would be eligible for additional paid hours.  
  
In exceptional circumstances where an employee works more than two (2) hours of their personal time, the excess shall be paid at one and one-half (1½) times their regular rate.
  - (e) Benefits for employees with guaranteed shifts will be in accordance with the attached Letter of Understanding.
- 14:07 Notwithstanding :06 employees who work more than eighty (80) regular hours in a biweekly period shall be paid one and one half (1½) times their regular rate of pay.

- 14:08 Support workers scheduled to be on call shall be issued pagers and paid a flat rate of \$40.00 for each twenty-four (24) hour period on call, plus the rate of pay for assigned hours actually worked.
- 14:09 Notwithstanding :06 only regular paid hours shall be included in the pro rata calculations for the purpose of Article 16 - Seniority, Article 23 - Vacation, Article 24 - Holidays and Article 25 - Sick Leave.
- 14.10 Any employee working in EPR or as a Driver in a scheduled shift of eight (8) or twelve (12) shall receive one time at the appropriate overtime rate for all time worked in excess of their scheduled shift.

### **ARTICLE 15 - ALLOCATION OF WORK**

- 15:01 The parties recognize the unique nature of the work performed by Support Workers and the need for the work to be assigned according to the individual needs of the client.
- 15:02 (a) The parties also recognize that situations may arise when the urgent need for service may require the purchase of outside services. In addition, outside services may be purchased when they are deemed necessary to fulfill a client's special needs or other case management criteria.
- (b) Every effort shall be made to utilize existing staff in the Branch. If outside services are purchased, and a CFS support worker becomes available, and is qualified to do the work, then the outside service will be replaced as soon as is reasonably possible.
- 15:03 It is at the Employer's sole discretion to determine whether a vacant permanent assignment or shift will be filled at all, including on a casual or permanent basis. If the Employer has determined that the assignment or shift shall be filled on a permanent basis and, subject to Articles 15:05 (d), if the Employer chooses not to transfer an employee, then the position will be posted for casual employees to apply.
- 15:04 In-home Support
- (a) The Employer agrees to provide a guarantee for the number of hours of work assigned per week. The minimum would be for at least twenty (20) hours per week.
- (b) To qualify for a guarantee of hours, the employee must be prepared to accept all assignments for which they are qualified, work in all areas of the city, and be prepared to work at least fifty percent (50%) of their hours during the evenings and weekends.

- (c) Each employment arrangement would consider employee availability and preference, however, the greater employee flexibility, the more hours would be guaranteed.
- (d) The definition of a casual employee for the in-home support program would be an employee who works on an irregular basis. There would be no restriction on the number of hours, but the employee would be free to refuse assignments.

15:05 Emergency Assessment/Placement Department

- (a) The Employer agrees to provide a guarantee to regular ongoing employment to E.A.P.D. support workers in accordance with established shift schedules.
- (b) To qualify for guaranteed shifts, the employee must be willing to work weekends, night shifts and statutory holidays in accordance with established shift rotation.
- (c) Employees are required to work in accordance with their prescribed shift schedule. Employees may exchange shifts with the agreement of the Employer.
- (d) Employees would be guaranteed their shift configuration but not the location of their assignment. The Employer retains the right to transfer employees from one home to another, in accordance with shift assignments.
- (e) Employees not wishing to commit to any available shift configurations would be placed on a casual roster in order of seniority.

The definition of a casual employee would be an employee who fills a vacant regular shift for an employee absent, away on vacation, sick leave, etc. There would be no restriction on the number of hours a casual employee would work, but the employee would be free to refuse assignments.

15:06 The Employer retains the right to schedule work in accordance with service requirements and client needs. In considering an employee's work schedule, the Employer shall take into consideration, the employee's personal schedule, geographical and other preferences but it is recognized by the parties that service and client needs are paramount.

15:07 An employee who is concerned about the allocation of work should first contact their work co-ordinator. The final determination on the allocation of work is the right of the Employer.

15:08 An employee who is concerned about the allocation of work may grieve at Step 1 of the grievance procedure within twenty-one (21) calendar days. The Program Manager shall hold a hearing to discuss the grievance with the employee and Union representative. The decisions at Step 2 shall be final for such grievances and not subject to arbitration.



## **ARTICLE 16 - SENIORITY**

16:01 There will be two (2) seniority lists created, one for permanent employees and one for casual employees. Each list will operate independently from each other.

The seniority lists shall be revised annually and published on or before April 1<sup>st</sup>, of each year. A copy of each list will be posted on each bulletin board and a copy of the lists will be given to the Union within two (2) weeks of publication.

Additionally within two (2) weeks of publication, written notification shall be sent to each employee to inform him/her that the seniority list has been published and can be obtained from his/her immediate co-ordinator. Employees may challenge the accuracy of the list within thirty (30) calendar days from the date of written notification to each support worker. Employees who are absent from work on the date the list is posted shall have thirty (30) calendar days from their date of returning to work to file their challenge. The postings and notifications to the individual employees shall include a copy of this Article.

16:02 Seniority is defined as the employee's accumulated regular paid hours worked as a casual employee or a employee under the terms and conditions of the Agreement and shall operate on a Bargaining Unit wide basis within each of the two separate lists. Each list will operate independently and the hours accumulated on one list will not be carried over to the other list unless specifically allowed under the terms of the agreement.

After completion of the probationary period, seniority shall be effective from the date of hire as a support worker as defined in Article 1.01- Definitions

16:03 The following provisions do not apply to casual employees. Seniority will continue to accrue if an employee is on:

- (a) any period of paid leave of absence;
- (b) any period of paid sick leave;
- (c) approved leave of absence without pay for vacation purposes up to the annual vacation entitlement;
- (d) any period of full Workers' Compensation Benefits;
- (e) any period of approved unpaid leave of absence for Union purposes of up to one (1) year;
- (f) approved maternity, parental or adoption leave;
- (g) approved educational leave to a maximum of one (1) year;
- (h) illness or accident up to twelve (12) months;
- (i) any unpaid leave of absence up to thirty (30) calendar days in accordance with Article 26 - Leave of Absence.

- 16:04 The accumulation of seniority referred to in :03 shall be based on an employee's average regular paid hours of work.
- 16:05 Seniority will be retained but not accrued if an employee is:
- (a) laid off for less than twelve (12) months;
  - (b) on unpaid leave of absence in excess of thirty (30) calendar days;
  - (c) transferred or promoted outside of the bargaining unit and has not completed the probationary period except in positions where Branch-wide seniority is in effect;
  - (d) absent from work due to illness or accident for a period over twelve (12) months.
- 16:06 An employee shall lose seniority when the employee:
- (a) resigns;
  - (b) retires;
  - (c) is dismissed for just cause and not reinstated;
  - (d) is terminated pursuant to Article 19:01 -Termination of Employment;
  - (e) is laid off for a period of twelve (12) months or longer;
  - (f) is transferred or promoted outside of the bargaining unit and has completed the probationary period except in positions where Branch-wide seniority is in effect.
- 16:07 Recognition of service prior to signing of the 1995 Collective Agreement shall be calculated in accordance with a separate Letter of Understanding - Accrued Service and Benefits Prior to First Collective Agreement.
- 16.08 Subject to the provisions of Article 15.01, seniority shall be the determining factor in the allocation of prescheduled overtime and additional shifts within FSW1 and drivers. Preference will be given to permanent drivers.

Subject to the provisions of Article 15.01 and Article 15.06 for employees of other departments, overtime and additional shifts shall be distributed as evenly as possible to employees who have indicated availability for that time period.

**ARTICLE 17 - LAYOFF AND RECALL**

- 17:01 A layoff is defined as a reduction in the employee's hours of work as per the Letter of Employment.
- 17:02 When a layoff occurs the Employer shall provide two (2) weeks' written notice, or payment in lieu thereof, to affected employees.
- 17:03 When a layoff or interruption of work occurs in accordance with :02, the employee's name shall be placed on the Branch's assignment list in order of seniority. Written notice shall be sent to the employee. The written notice shall stipulate the types of assignments that the employee is qualified for.
- 17:04 When work becomes available, qualified employees shall be recalled from the Branch's assignment list by registered letter to the last reported address of the employee in accordance with Article 15 - Allocation of Work.
- 17:05 Where the qualified employee who is recalled from layoff is unable to accept the assignment the employee's name shall be returned to its previous position on the Branch's assignment list.
- 17:06 Where the employee refuses three (3) consecutive assignments without just cause, or where there is no response to the registered letter within ten (10) calendar days, then the employee is deemed to be terminated pursuant to Article 19 - Termination of Employment.
- 17:07 A permanent layoff shall be deemed to have taken place when an employee has been on the Branch's assignment list for a period of thirty (30) calendar days or more and has not worked under this Agreement during the thirty (30) calendar days or more period. A copy of the permanent layoff letter will be provided to the Union.
- 17:08 No new employee shall be hired until those laid off, who meet the requirements of the work assignment, have been given the opportunity of recall.
- 17:09 Subject to the terms and conditions of this Agreement, the following applies:
- (a) On shelter closure, the permanent employee who loses his position can bump the most junior regular employee where that bump meets the number of hours that the bumping employee had been assigned.
  - (b) If there is no junior permanent employee with the same hours, then the affected employee can bump the junior employee who is closest to meeting these hours. The bumped junior employee goes on the assignment list.

17:10 Subject to the terms and conditions of this Agreement, the following applies:

- (a) Where there is a lack of work the Employer shall determine if it can reduce a permanent employee's guaranteed hours as opposed to completely laying off that employee;
- (b) There shall be no layoff of a permanent employee in a department unless the Employer has first made an effort to adjust the use of casual employees within that department in order to retain the permanent employee.

17:11 Where the Employer determines that a permanent layoff of Support Workers in the Family Support Program is necessary, the Employer shall determine the classification(s), job title(s), region(s) and location(s) from which the layoff(s) are to take place.

In determining the order of layoff, seniority shall be the determining factor subject to Article 15:01, :02, :06, :07 and :08 and provided that the employees who are retained must have the qualifications and ability to perform the duties which the remaining employees will be required to perform.

For the purposes of this Article, "qualifications" refers to education, knowledge, training, skills, experience, aptitude, and competence. "Ability" refers to mental and physical capability.

17:12 Devolution and Transfer of Services

- (a) In the event of the devolution and transfer of government services provided by employees covered by this Agreement to a Crown Corporation, Board, Agency, Commission or other entity established by government, the Union shall be notified no less than four (4) months prior to the transfer of employees. The parties will establish a joint committee to facilitate the orderly transfer of employees who are impacted.
- (b) Where the successorship provisions of the *Labour Relations Act* have been determined to apply, the provisions of this Agreement continue in effect for the affected employees until the expiry of the Agreement.
- (c) Subject to (b), the government and the Union will work together with the successor Employer to negotiate a transition agreement respecting the administration and interpretation of this Agreement during the period required to negotiate a new collective agreement.
- (d) Sections (b) and (c) do not apply to devolution and transfers to other levels of governments.

## **ARTICLE 18 - RESIGNATIONS**

- 18:01 An employee wishing to resign shall provide the Employer with a written notice of resignation which shall specify the last date upon which the employee shall be available for work.
- 18:02 The effective date of a resignation shall be the last day upon which an employee is present at work and performs regular duties.
- 18:03 An employee shall give notice of resignation at least two (2) weeks (or one (1) week in the case of employees with less than one (1) year service) prior to the date on which resignation is to be effective. Where exceptions contained in the *Employment Standards Code* Sec. 62.1(2) do not apply, notice of resignation shorter than the required number of weeks may only be given with the approval of the Employer. Such approval shall not be unreasonably denied.
- 18:04 An employee may, with the approval of the Employer, withdraw, in writing, notice of resignation at any time before the employee's resignation becomes effective. Such approval shall not be unreasonably denied.

## **ARTICLE 19 - TERMINATION OF EMPLOYMENT**

- 19:01 Employees covered by this Agreement shall be deemed to have terminated:
- (a) on resignation;
  - (b) upon retirement;
  - (c) when dismissed for just cause;
  - (d) when an employee who is not currently working and has refused three (3) consecutive assignments offered by the Employer without just cause;
  - (e) when the employee is not available for employment for thirty (30) days or more except as otherwise specified in Article 16:03 - Seniority;
  - (f) when an employee is laid off pursuant to Article 17 - Layoff and Recall for a period of twelve (12) months or more.
- 19:02 Subject to :03 hereof, the Employer shall give each employee who is terminated written notice of termination at least two (2) weeks before the date on which the employee's termination is to be effective and to the extent that such minimum notice is not given the employee shall receive pay in lieu thereof in accordance with a proration of regular paid earnings calculated on the preceding two (2) full pay periods.
- 19:03 Subject to :02 hereof does not apply to an employee who is dismissed for just cause, or who has abandoned an assignment without just cause, or who has refused three (3) consecutive assignments without just cause.

**ARTICLE 20 - DISCIPLINARY ACTION**

- 20:01 Where disciplinary action other than an oral reprimand is deemed necessary such action shall be administered by employees other than those of CUPE Local 2153.
- 20:02 Where the Employer is considering suspending or discharging an employee, the following steps will be taken:
- (a) The Employer will conduct a review of the circumstances surrounding the need to take disciplinary action and prepare a written summary. A copy of this summary will be sent to the employee by Registered Mail. The employee will be advised in this letter of his/her right to Union Representation.
  - (b) The Program Manager shall hold a meeting with the employee and the supervisor within fourteen (14) calendar days of receiving the written summary to discuss the results of the review and to hear the employee's response. The Union will be notified that a meeting is to take place. The employee shall be informed of their right to have Union representation present.
  - (c) The Program Manager shall make the determination as to what disciplinary action will be taken and shall inform the employee in writing within seven (7) calendar days of the meeting.
  - (d) If the Program Manager is named in the process, then the matter shall be referred to the Chief Executive Officer.
- 20:03 Where an employee's actions constitute gross misconduct, a hearing may be held subsequent to the disciplinary action.
- 20:04 Where disciplinary action, other than an oral reprimand, has been taken and a hearing as described in :02 hereof has not been held, the employee and the Union representative shall be notified of the disciplinary action and the circumstances which made the action necessary.
- 20:05 In any case of disciplinary action the employee concerned, with the assistance of the Union, shall have the right of appeal as provided in Article 21 - Grievance Procedure.
- 20:06 It is agreed that a Shop Steward will not be present in cases of an oral reprimand by an employee's immediate supervisor, but in all other cases, the Employer shall advise the employee of their right to Union representation.

20:07 Only one (1) personnel file shall be kept and all records relating to an employee's record shall be retained on that file.

An employee shall have the right at any time to have access to and review his/her personnel file and shall have the right to initial and date all documents on file. Such reply shall become part of the permanent record.

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

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

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

20:08 An employee who has been unjustly suspended or discharged shall be immediately reinstated without loss of seniority. The employee shall be compensated for all time lost in accordance with a proration of regular earnings calculated over the preceding two (2) full pay periods, or by any other arrangement as to compensation which is just and equitable in the opinion of the parties or in the opinion of a Board of Arbitration, if the matter is referred to such a Board.

20:09 The Program Manager shall be the sole judge after such investigation, as she deems sufficient, regarding the nature and kind of disciplinary action to be taken in regard to employees who have not completed their initial probationary period as newly hired employees.

## **ARTICLE 21 - GRIEVANCE PROCEDURE**

21:01 The parties to this Agreement recognize the desirability of resolution of grievances through an orderly process without stoppage of work or refusal to perform work.

- 21:02
- (a) It is mutually agreed that efforts will be made to resolve complaints through discussion or mediation. Mediation shall only be considered by mutual consent of the parties.
  - (b) If the parties decide to seek mediation of a dispute, the parties shall ask a person agreeable to both parties to act as mediator. If the parties cannot agree on a mediator, then the mediation shall be considered to be at an end.
  - (c) Each of the parties agrees to pay half of any costs incurred in the mediation process.
  - (d) The employee shall have the right to have a Union Representative present at all discussions or mediation meetings.

- (e) Any discussions shall be privileged, without prejudice and shall set no precedent.
- (f) The parties agree that mediation may take place at any stage of the proceedings, but that only one attempt at mediation can be started.
- (g) Whenever time limits are set in this Article or in Article 22 - Arbitration Procedure it is agreed that the days shall be counted from the date of notification by the mediator that mediation has been unsuccessful.
- (h) When a grievance cannot be presented in person at any step, it may be transmitted by registered mail.

- 21:03 A grievance is defined as a complaint in writing concerning the application, interpretation or alleged violation of this Agreement.
- 21:04 (a) Where either party to this Agreement disputes the general application, interpretation, or alleged violation of this Agreement, either party may initiate a policy grievance. Such grievances initiated by the Union shall be made to the Chief Executive Officer and such grievances initiated by the Employer shall be made to the President of the Union, or the President's designate and in either case shall be within thirty (30) calendar days from the date of the action giving rise to the grievance.
- (b) Where either party fails to resolve a grievance under :04 (a), either party may refer the grievance to the arbitration step of the Grievance Procedure.
- 21:05 If an employee or the Union fail to initiate or process a grievance within the prescribed time limits, the grievance will be deemed to be abandoned and all rights of recourse to the Grievance Procedure for that particular grievance shall be at an end. If the Employer fails to reply to a grievance within the prescribed time limits, the employee or the Union may process the grievance to the next step. Either party may request, in writing, an extension of the time limits provided such extension is requested prior to the expiry of the time allowed. All requests for extension shall include a new date for the completion of that step. An extension, if requested, shall not be unreasonably withheld.
- 21:06 Whenever possible, the grievance shall be presented on an Official Grievance Form. The written description of the nature of the grievance and the redress requested shall be sufficiently clear and if the grievance relates to an article of the Agreement, such article shall be stated in the grievance. The grievance must be signed by the employee and/or an Officer of the Union. Except for failure to meet the time limits, a grievance shall not be invalid if it is not written on the Official Grievance Form or for failure to quote the Article in dispute. The grievance may be clarified at any step provided its substance is not changed.



21:07 An employee has the right to representation by a Union Steward and/or Union Representative at any step of the Grievance Procedure.

(a) Step 1

Within thirty (30) calendar days after the date upon which the employee was notified orally or in writing of the action or circumstances giving rise to the grievance, the employee and the Union shall present the grievance with the redress requested to the employee's Program Manager or designate, who shall issue a decision in writing to the employee and to the Union within fifteen (15) calendar days.

(b) Step 2

If the grievance is not resolved satisfactorily at Step 1, the Union shall notify the Chief Executive Officer of its desire to proceed to Step 2 within fifteen (15) calendar days of the receipt of the decision at Step 1. The Chief Executive Officer shall issue a decision in writing to the employee and to the Union within fifteen (15) calendar days of receipt of the grievance. The Chief Executive Officer may hold a hearing to discuss the grievance with the grievor and the Grievance Committee before giving a decision on the grievance.

(c) Step 3

The aggrieved employee and the Union shall have the right to submit the decision of the Chief Executive Officer or designate at Step 2 to arbitration. The approval of the Union must be obtained before any matter is submitted to arbitration.

21:08 In the case of a dispute arising from a disciplinary demotion, suspension or dismissal of an employee, the grievance shall initially be presented at Step 2, within fifteen (15) calendar days of the disciplinary demotion, suspension or dismissal.

## **ARTICLE 22 - ARBITRATION PROCEDURE**

22:01 Unresolved grievances or disputes shall be submitted to a Board of Arbitration in accordance with the procedure set forth in this Article.

22:02 The procedure for arbitrating grievances shall be as set forth below:

- (a) Either of the parties may, within fifteen (15) calendar days of the receipt of the decision at Step 2, notify the other party of its wish to submit the grievance to arbitration.
- (b) The parties shall meet within fifteen (15) calendar days to name a mutually agreeable arbitrator.

- (c) If the parties cannot agree on a sole arbitrator, the matter will be settled by a three-person board consisting of a Union nominee, an Employer nominee, and a chairperson mutually agreeable to the two nominees.
- (d) The arbitrator or Arbitration Board shall hear and determine the grievance and shall issue a decision, which decision shall be final and binding and forceable upon the parties, and upon any employee affected by it.
- (e) Any of the time limits referred to above may be extended by mutual agreement of the parties.
- (f) If the party receiving the notice fails to name an appointee or if the two (2) appointees fail to agree upon a Chairperson within the time limits specified, the appointment shall be made by the Manitoba Labour Board.
- (g) The Chairperson and one (1) other member are a quorum; but in the absence of a member, the other members shall not proceed unless the absent member has been given reasonable notice of sitting.
- (h) The Arbitration Board may summon before it any witnesses and may require them to give evidence on oath, orally or in writing and to produce such documents and evidence as the Arbitration Board deems requisite to the full investigation and consideration of the matters referred to it.
- (i) The decision of the majority shall be the decision of the Arbitration Board but if there is no majority, the decision of the Chairperson shall be the decision of the Board.
- (j) The Arbitration Board shall not have the power to add to, subtract from, or modify or alter in any way the provisions of the Agreement.
- (k) The Chairperson shall expressly confine himself to the precise issue submitted to the Arbitration Board and shall have no authority to make a decision and/or recommendation on any other issue not so submitted to the Board.
- (l) Where the Arbitration Board determines that an employee has been dismissed or otherwise disciplined by the Employer for just cause, the Arbitration Board may substitute such other penalty or remedy in lieu of dismissal or the disciplinary action as the Board deems just and reasonable under the circumstances
- (m) The expenses incurred by and in respect of an Arbitration Board shall be paid as follows:
  - (i) The parties to the arbitration shall each pay an equal portion of the remuneration and expenses of the Chairperson of the Arbitration Board.
  - (ii) Each party to the Arbitration Board shall pay the remuneration and expenses of the member of the Arbitration Board named or appointed by or on behalf of that party.
  - (iii) Each party to the arbitration shall pay the fees and expenses of witnesses called by that party to give evidence before the Arbitration Board on behalf of that party.

- (iv) Each party to the arbitration shall pay the fees and expenses of any counsel appearing before the Arbitration Board on behalf of that party.
- (v) The parties to the arbitration shall each pay an equal portion of other costs and expenses incurred by the Arbitration Board in conducting the arbitration.
- (n) Nothing herein shall prohibit the parties from agreeing on a single arbitrator. If the parties so agree, the provisions of this Article relating to an Arbitration Board shall apply, mutatis mutandis, to the single arbitrator.
- (o) Unless the parties agree otherwise, it is understood that arbitration hearings shall not be public hearings.

### **ARTICLE 23 – VACATION**

23:01 For the purposes of this Agreement, a vacation year is the period beginning on the anniversary date of an employee's hiring, and ending on the day prior to the employee's next anniversary.

Effective April 01, 2012, a vacation year is a period beginning April 01 and ending March 31 the next year. Vacation entitlement shall be earned based on the anniversary date of an employee's hiring and shall accumulate from the date of hire. Vacation may be taken as it is accrued, but it is encouraged that employees schedule vacation in the vacation year following their anniversary date.

23:02 Vacation credits are based on accumulated service. Employees shall earn vacation credits during each year on the following basis:

- (a) Effective the first biweekly pay period, which includes the employee's date of hire, the employee shall accrue vacation credits at the rate of six percent (6%) per annum.
- (b) Commencing with the first biweekly pay period in which an employee completes three (3) continuous years, the employee shall earn vacation credits at the rate of eight percent (8%) per annum.
- (c) Commencing with the first biweekly pay period in which an employee completes ten (10) continuous years, the employee shall earn vacation credits at the rate of ten percent (10%) per annum.

23:03 Effective March 1, 2013 the following shall also apply:

- (a) By March 1 the Employer shall provide each employee with a list of their eligible vacation accrual earned during the preceding 11 months along with an estimate for the month of March.
- (b) Employees shall indicate their vacation preferences to the Employer for the upcoming vacation year no later than March 15. An employee's actual vacation entitlement shall be based upon vacation actually earned

and accrued in the previous vacation year. Employees are encouraged to indicate their first and any alternate preferences in accordance with Article 23.04.

- (c) The Employer shall consider employee requests in accordance with Article 23.04 and shall post the approved vacation request list for the current vacation year no later than the first office day following April 01 of the current vacation year.

23:04 Vacation leave shall be granted in accordance with the preference of employees within the service unit and the Employer's service requirements. Where conflicts arise between employees as to the taking of vacation, all reasonable methods of resolving the dispute shall be undertaken. Where no resolution can be found;

- (a) seniority shall govern if the employee has provided their vacation preference by March 15 per Article 23.03
- (b) if requests for vacation are made after March 15, preference will be given to employees who have requested the vacation time first.

Employee's vacation requests shall not be unreasonably denied.

23:05 Where an employee who has received no vacation leave and is entitled to vacation leave by reason of credited service, dies or leaves the employ of the Employer, the employee or the employee's estate shall be entitled to receive the accumulated vacation pay at the appropriate rate of accumulation for each month of service in addition to other amounts due such employee.

23:06 Vacation credits shall not accumulate while an employee is on leave of absence without pay.

23:07 An employee may, upon giving at least three (3) weeks' written notice, receive on the last direct deposit day preceding commencement of the annual vacation, any direct deposits which may fall during the period of vacation.

**ARTICLE 24 - HOLIDAYS**

24:01 The following holidays shall be observed:

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

24:02 An employee shall be eligible to be paid one and one-half (1½) for all authorized hours worked on a holiday listed in :01 plus calculation in accordance with :03.

24:03 General Holiday Pay

- (a) An employee is eligible for holiday pay in relation to a general holiday unless:
- (i) The employee is absent on his or her first scheduled workday before or after the holiday without the Employer's consent; or
  - (ii) The holiday falls on a day that would normally be a workday for the employee, and the employee is required or scheduled to work on the holiday, and is absent on that day without the Employer's consent.
- (b) For the purpose of (a), the Employer is deemed to have consented to the absence of an employee if the employee is absent:
- (i) on a leave to which he or she is entitled or which he or she has been given by the Employer; or
  - (ii) because he or she is ill.
- (c) An eligible employee's holiday pay is 5% of the employee's total wages, excluding overtime wages, for the four-week period immediately preceding the biweekly pay period which includes the holiday.
- (d) An employee who works on a general holiday is entitled to be paid for the hours worked at the overtime rate and holiday pay for that day provided the employee is eligible for holiday pay.

24:04 Employees who do not work on a statutory holiday but are entitled to receive pay, shall have holiday pay calculated based on :03.

24:05 In the event an employee is regularly scheduled to work both Christmas Day and New Year's Day, the employee shall be required to work on only one (1) of the above days.

24:06 Upon receipt of the written approval of his supervisor at least two (2) weeks in advance, an employee who observes other religious holidays shall be allowed to substitute vacation time in order that he may have this time off.

**ARTICLE 25 - SICK LEAVE**

25:01 Subject to Article 29:05 - Compassionate Leave, sick leave means the period of time an employee is unable to complete a previously scheduled work assignment or shift by virtue of being sick or disabled or under the examination or treatment of a physician or dentist. Sick leave shall only be taken if the employee was previously scheduled to work and is unable to reschedule work assignment(s).

25:02 Sick leave benefits shall accrue at the rate of six (6) hours per biweekly pay period calculated on a proration of regular paid hours calculated each biweekly pay period. Sick leave shall accrue to a maximum of one thousand and twenty (1,020) hours.

(a) Effective the first (1<sup>st</sup>) pay period following the date of signing this Collective Agreement, sick leave credits for EPR workers only will be:

- (i) New employees hired on or after March 31, 2012 will accrue sick leave credits at the rate of four (4) hours per bi-weekly pay period calculated on a proration of regular paid hours calculated each by-weekly pay period for their first forty eight (48) months of employment.
- (ii) Existing employees with less than forty eight (48) months of service will continue to receive six (6) hours per bi-weekly pay period calculated on a proration of regular paid hours calculated each bi-weekly pay period until the completion of forty eight (48) months of service.
- (iii) Employees with more than forty eight (48) months of service shall accrue seven (7) hours bi-weekly pay period calculated on a proration of regular paid hours calculated each bi-weekly pay period. All other provisions of Article 25 – Sick Leave will apply.

25:03 Sick leave shall accrue from the date of commencement of permanent employment. Accrued sick leave shall be taken only upon completion of the probationary period.

25:04 (a) The Employer may require an employee, on returning to work after an absence exceeding three (3) days, to produce a certificate from a medical practitioner certifying that the employee was unable to carry out duties of the job due to illness or injury.

Failing to produce a medical certificate acceptable to the Employer within three (3) working days of the request will result in a loss of pay for the period of absence. The Employer retains the right to request a medical certificate at any time when sick leave abuse is suspected.

- (b) An employee who may be absent due to extended illness or injury may be required to produce a medical certificate including, where possible, the estimated date of return of the employee.
- 25:05 Casual employees shall not be entitled to paid sick leave benefits.
- 25:06 Sick leave without pay shall be granted to an employee who does not qualify for sick leave with pay, or is unable to return to work at the termination of the period for which sick leave with pay is granted.
- 25:07 Sick leave shall continue to accrue if an employee is absent on any period of a paid leave of absence.
- 25:08 Sick leave benefits are intended as income protection when employees are unable to carry out previously scheduled work owing to illness. Sick leave benefits will be paid in accordance with the terms of this Agreement and may not be cashed out at the termination of employment.
- 25:09 If eligible, an employee is responsible to comply with the requirements for enrolment in the Branch's Long Term Disability Program in a timely manner.
- 25:10 After exhausting all sick leave credits, an employee may use, for bona fide sick leave purposes, any vacation credits available to her/him.
- 25:11 (a) If a paid holiday falls on a day on which an employee is receiving sick leave benefits and was not scheduled to work, such day shall be paid as a calculated holiday and not be deducted from the employee's sick leave credits.
- (b) If a paid holiday falls on a day on which an employee is receiving sick leave benefits, and was previously scheduled to work, such day shall be paid as a calculated holiday, and the employee may also deduct the scheduled hours from the employee's available sick leave credits.
- 25:12 Where an employee is injured on the job and is required to leave for medical treatment and/or is sent home by the Employer due to the injury, the employee shall incur no loss in regular pay and benefits for the day on which the accident occurs.
- 25:13 Transportation to the nearest physician or hospital for employees requiring immediate medical care as a result of an on-the-job accident shall be provided by or at the expense of the Employer if it is not covered by a medical plan.

- 25:14 Where an employee becomes ill during the period of the employee's scheduled annual vacation, the employing authority may grant sick leave and credit the employee with alternative vacation days equivalent to the number of days approved sick leave providing the illness is over three (3) days and may require hospitalization. The employee will be responsible to provide proof of illness and/or hospitalization satisfactory to the employing authority.
- 25:15 When no one other than the employee can provide for the need during an illness of a member of the employee's immediate family, an employee may be granted leave of absence up to a maximum of five (5) working days and such leaves will be charged against the employee's sick leave credits in accordance with the provisions of Article 25 – Sick Leave.

### **ARTICLE 26 - LEAVE OF ABSENCE**

- 26:01 An employee, upon request in writing being made to the Employer, may be granted leave of absence with or without pay for good and sufficient reason.
- 26:02 An employee shall be allowed up to four (4) hours off with pay to process the employee's Canadian Citizenship Application provided the employee was previously scheduled to work and is unable to reschedule work assignments. If the Employee is unable to accept an offered shift due to the above, the employee shall be paid for three (3) hours.
- 26:03 Upon giving two (2) weeks' prior written notice to the Employer, employees elected or appointed to represent the Union at Union schools, conferences, or conventions as official delegates shall be granted a leave of absence with pay in order to attend such function, provided that such leave of absence does not interfere with the Employer's operations and providing the request is limited to two (2) employees at any given time. However, the Employer may allow more than two (2) delegates a leave of absence for Union business providing the request is reasonable and does not adversely affect the Employer's operations.
- Such employee shall receive the employee's rate of pay and benefits as provided in the Agreement and the Union shall reimburse the Employer for all wages and cost of said benefits including the Employer's share of pension contributions paid by the Employer during the period of absence.
- 26:04 An employee who is elected or selected for a full-time position with the Union or anybody with which the Union is affiliated shall be granted a leave of absence without pay and without loss of seniority for a period of up to one (1) year. An employee resuming employment shall be reinstated in the employee's former work assignment or comparable work assignment with no less wages or benefits. Not more than two (2) employees at one time may be absent on leave under this Article.



- 26:05 An employee who is elected to public office shall be granted a leave of absence without pay and without loss of seniority for a period of up to one (1) year. The Employer may review and renew such leave of absence annually thereafter. An employee resuming employment shall be reinstated in the employee's former work assignment or comparable work assignment with no less wages or benefits. Not more than two (2) employees at one time may be absent on leave granted under this Article.
- 26:06 An employee who is required by the Employer to attend a conference, workshop or seminar shall be granted leave of absence with pay for this purpose and any registration or tuition fees shall be paid by the Employer.
- 26:07 Employees shall be entitled to Compassionate Care Leave in accordance with the *Employment Standards Code* to provide care or support to a seriously ill family member.

### **ARTICLE 27 - COURT LEAVE**

- 27:01 An employee who is summoned for jury duty, or who receives a summons or subpoena to appear as a witness at a court proceeding other than a court proceeding occasioned by the employee's private affairs, shall be granted a leave of absence with pay for the required period of absence and all jury and witness fees received by the employee shall be remitted to the Employer.
- 27:02 Payment for the required leave of absence shall only be granted if the employee was previously scheduled to work and is unable to reschedule the work assignment(s). Employees unable to accept an offered shift due to court leave shall be paid for three (3) hours.
- 27:03 Employees who are required to appear at a court proceeding in the course of their duties shall be paid at their hourly rate of pay.

### **ARTICLE 28 - MATERNITY LEAVE AND PARENTAL LEAVE**

- 28:01 (a) Sections 52 through 57 inclusive of the *Employment Standards Code* respecting maternity leave and parental leave shall apply "mutatis mutandis".
- (b) Current provisions of the *Employment Insurance Act* benefits respecting maternity leave shall apply.
- 28:02 In order to qualify for maternity leave, a pregnant employee must:
- (a) have completed seven (7) continuous months of employment with the Employer;
- (b) submit to the Employer an application in writing for leave at least four (4) weeks before the day specified by her in the application as the day on which she intends to commence such leave; and

- (c) provide the Employer with a certificate of a duly qualified medical practitioner certifying that she is pregnant and specifying the estimated date of her delivery.
- 28:03 An employee who qualifies is entitled to maternity leave without pay consisting of:
- (a) a period not exceeding seventeen (17) weeks if delivery occurs on or before the date of delivery specified in the certificate mentioned in :02 (c) above;
  - (b) a period of seventeen (17) weeks plus an additional period equal to the period between the date of delivery specified in the certificate mentioned in :02 (c) above and the actual date of delivery, if delivery occurs after the date mentioned in that certificate;
  - (c) the Employer may vary the length of maternity leave upon proper certification by the attending physician.
- 28:04 An employee who adopts or becomes a parent of a child is entitled to parental leave without pay for a continuous period of up to thirty-seven (37) weeks if:
- (a) the employee has completed seven (7) continuous months of employment with the Employer; and
  - (b) the employee submits to the Employer an application in writing for leave at least four (4) weeks prior to the day on which the leave would start; and
  - (c) in the case of an adoption, the adoption occurs or is recognized under Manitoba law.
- 28:05 Subject to Section :04, parental leave must commence no later than the first anniversary date of the birth or adoption of the child or the date on which the child comes into the actual care and custody of the employee.
- 28:06 Where an employee takes parental leave in addition to maternity leave, the employee must commence the parental leave immediately on expiry of the maternity leave without a return to work unless otherwise approved by the employing authority.
- 28:07 A male employee shall be granted three (3) days' leave with pay on the birth of his child. The days to be taken will be at the employee's option, with the approval of the employee's Supervisor.
- 28:08 An employee who qualifies for adoption leave in accordance with Article 28:07 shall be granted one day's leave with pay on adoption of a child. At the employee's option, and with the approval of the employee's Supervisor, such leave shall be taken on the day of, or the day following the adoption. Leave shall only be taken if the employee was previously scheduled to work and is unable to reschedule work assignment(s).
- 28:09 (a) An employee who has been granted maternity leave or parental leave shall be permitted to apply accumulated sick leave against the Employment Insurance waiting period. Payment for the sick leave shall be based on a proration of the employee's regular hours worked in the preceding thirteen (13) pay periods multiplied by the base rate of pay.

- (b) Should the employee not return to work following maternity leave or parental leave for a period of employment sufficient to allow for re-accumulation of the number of sick days granted under subsection (a), the employee shall compensate the Employer for the balance of the outstanding days at the time of termination. Approved sick leave with pay granted during the period of return shall be counted as days worked.
- 28:10 (1) A pregnant employee may be eligible for a maternity leave benefit pursuant to the following conditions:
- a) The employee must have worked for an average of twenty four (24) or more hours per week for a period of fifty two (52) weeks with the department and be eligible to receive benefits;
  - b) Submit to the employing authority an application in writing for leave at least four (4) weeks before the day specified in the application as the day on which she intends to commence such leave;
  - c) Provide the employing authority with a certificate of a duly qualified medical practitioner certifying that she is pregnant and specifying the estimated date of delivery;
  - d) Provide the employing authority with proof that she has applied for Employment Insurance benefits and the department of Human Resources and Skills Development Canada (HRSDC) has agreed that the employee has qualified for and is entitled to such Employment Insurance benefits pursuant to Section 22, *Employment Insurance Act*.
- (2) An applicant who meets the above conditions must sign an agreement with the employing authority providing that:
- a) She will commit to returning to work and remain in the employ of the Government of Manitoba until she has worked a minimum number of hours to equal the equivalent of the average of her hours worked or her guarantee, whichever is greater, for the six(6) months prior to her leave; and if
  - b) She does not take parental leave as provided in the Employment Standards Code, she will return to work on the first working day following the expiry of her maternity leave; and
  - c) If she does not take parental leave as provided in the Employment Standards Code, she will return to work on the first working day following the expiry of her parental leave; and
  - d) Should she fail to return to work as provided above, she is indebted to the Government of Manitoba for the full amount of pay received from the Government as a maternity allowance during her entire maternity leave.

- e) Should she return to work as provided above but fail to complete her return service commitment, she is indebted to the Government for a pro-rated amount based on the number of months she has remaining on her return service commitment, rounded to the nearest full week.
- (3) An employee who qualifies is entitled to a maternity leave consisting of:
- a) A period not exceeding seventeen (17) weeks if delivery occurs on or before the date of delivery specified in the certificate as referenced in Subsection 1; or
  - b) A period of seventeen (17) weeks plus an additional period equal to the period between the date of delivery specified in the certificate as referenced in Subsection 1 and the actual date of delivery, if the delivery occurs after the date referenced in the certificate.
  - c) The employing authority may vary the length of maternity leave upon proper certification by the attending physician.
- (4) During the period of maternity leave an employee who qualifies is entitled to a Supplement to Employment Insurance (EI) maternity leave benefit as follows:
- a) After the first two (2) weeks up to a maximum of fifteen (15) weeks, payments equivalent to the difference between the Employment Insurance benefits the employee is eligible to receive and ninety-three percent (93%) her weekly rate of pay based upon the average of her pay base upon her regular paid hours worked over the previous fifty-two (52) weeks to a maximum of forty (40) hours per week.
  - b) All other time as may be provided under Section Three (3) shall be on a leave without pay basis.
- (5) During the period of maternity leave, Employer paid benefits will not accrue unless otherwise specifically agreed to by the parties.
- (6) Section 57 and Sections 60(1) through 60(4) inclusive of the Employment Standards Code shall apply "mutatis mutandis".

**ARTICLE 29 - COMPASSIONATE LEAVE**

- 29:01 An employee may be granted compassionate leave for a period of up to three (3) working days without loss of wages and benefits, in the event of the death of a member of an employee's immediate family or any other individual significant to the employee.
- 29:02 At the discretion of the Employer, an employee may be granted additional compassionate or special leave up to a maximum of two (2) working days without loss of salary when requested for the purpose of attending a funeral at a distance in excess of two hundred and twenty-five (225) kilometres from the employee's home.
- 29:03 At the discretion of the Employer an employee may be granted one (1) working day compassionate leave to attend a funeral as a pallbearer.
- 29:04 Should an employee be required by the Employer to give satisfactory proof with respect thereto, the employee shall be obliged to do so in order to establish proper qualification for compassionate leave.

**ARTICLE 30 - JOINT CONSULTATION COMMITTEE**

- 30:01 A Joint Consultation Committee will be established and maintained. The Committee shall consist of no more than five (5) representatives of the Employer and four (4) representatives of the bargaining unit and the President or designate of the Local plus a staff representative as appropriate. The Committee shall meet at least four (4) times per calendar year if required, to discuss matters of mutual concern and which either party considers appropriate for discussion by the Committee.
- 30:02 The Committee may make recommendations to the Union and the Employer with respect to its discussions and conclusions but it shall not have jurisdiction over wages, or any matter of collective bargaining including the administration of this Agreement. The Committee shall not supersede the activities of any Committee of the Union or of the Employer and it does not have the power to bind either the Union or its members or the Employer to its decisions or conclusions.

**ARTICLE 31 - STRIKES AND LOCKOUTS**

- 31:01 It is agreed that neither the Union nor the Employer shall sanction or consent to any strike or lockout during the term of this Agreement.

### **ARTICLE 32 - CAR ALLOWANCE**

- 32:01 An employee who is authorized in writing to use his own vehicle for the business of the Employer shall be paid mileage rates as approved by the Province of Manitoba for its employees while so engaged in the business of the Employer. Authorized employees shall obtain 3<sup>rd</sup> party liability insurance of at least \$1,000,000.00. On provision of proof that such insurance has been obtained, the Employer will reimburse the authorized employees for the difference between basic insurance and \$1,000,000.00 coverage.
- 32:02 Parking expenses incurred while in the course of an employee's duties shall be reimbursed by the Employer.
- 32:03 The Employer agrees to compensate employees for damage to the employee's personal vehicle providing:
- (a) such damage was incurred during the performance of the employee's duties and;
  - (b) the damage is not covered by Manitoba Public Insurance; and
  - (c) the driver was not found to be at fault.

### **ARTICLE 33 - CLASSIFICATION AND RECLASSIFICATION OF WORK ASSIGNMENTS**

- 33:01 It is the Employer's right to assign the duties which an employee shall perform. The Employer however, agrees to draw up work assignment descriptions for the work performed by Support Workers. The work assignment description shall be presented to the Union and shall become the recognized work assignments for the bargaining unit.
- 33:02 The Employer shall not change or amend existing work assignment descriptions without prior notification to the Union. Any dispute relating to the pay rates for these changes will be subject to negotiations between the Union and the Employer.
- 33:03 Upon satisfactory completion of two thousand eighty (2,080) hours of work, an employee may be reclassified to a new position provided that employee has the qualifications to do the job and has completed the required training as outlined in the Support Worker Training and Staff Development Program.
- In the event an employee is hired into a classification lower than one that they are qualified for, they will have this noted on their letter of hire, and be considered for reclassification before new hires.
- 33:04 When an employee performs the duties of a lower paying assignment, the employee shall be paid his/her rate of pay as per letter of hire or latest reclassification.

## **ARTICLE 34 - CIVIL AND CRIMINAL LIABILITY**

### 34:01 Civil Liability

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

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

### 34:02 Criminal Liability

If a criminal charge, or *Highway Traffic Act* charge (with the exception of parking offences) is laid against an employee, which arises out of an act or omission of an employee while in the performance of, and directly related to his or her duties, and provided, in the opinion of the Employer, such act or omission constitutes neither a gross disregard or neglect of the employee's duties, nor any fraudulent or malicious act or omission; then:

- (a) The employee, upon being charged or receiving a summons, shall immediately notify the Employer.
- (b) The Employer and employee shall meet in an attempt to determine mutually acceptable counsel.
- (c) If mutually acceptable counsel can be agreed upon the Employer will pay all costs involved in the defence of the charge.
- (d) If counsel cannot be agreed upon then the Employer shall not be responsible for paying any costs involved in the defence of the charge.

### **ARTICLE 35 - TECHNOLOGICAL CHANGE**

- 35:01 For the purposes of this Article, technological change means the introduction of equipment or material into the Branch operations, which is likely to affect the security of support workers.
- 35:02 Unless legislation is more favourable, the Employer shall notify the Union, in writing, at least ninety (90) days before the introduction of such technological change.
- 35:03 The notice mentioned in :02 shall include the following:
- (a) the nature of the change;
  - (b) the date on which the Employer proposes to effect the change;
  - (c) the approximate number, type and location of employees likely to be affected by the change;
  - (d) the effects the change may be expected to have on the employee(s)' working conditions and terms of employment.
- 35:04 Sections 83 - 86 of the *Labour Relations Act* shall apply "mutatis mutandis".
- 35:05 Any training to bring the employee up to standard shall be provided at the Employer's expense.

### **ARTICLE 36 - NO CONTRACTING OUT**

- 36:01 Other than as provided for in Article 15:02 - Allocation of Work the Employer agrees that no work performed by members of the bargaining unit shall be contracted out resulting in the layoff or reduction in hours of members of the bargaining unit.

### **ARTICLE 37 - HEALTH AND SAFETY**

- 37:01 The Employer agrees to comply with all applicable Provincial and Municipal Health and Safety legislation and regulations.
- 37:02
- (a) The members of the bargaining unit shall name a member to the Branch Joint Workplace Health and Safety Committee.
  - (b) The members of the bargaining unit shall have representation on all workplace Health and Safety Committees that are established for the program to which they are assigned.



37:03 Violence

The Employer and the Union agree that no form of violence shall be condoned in the workplace and it is further agreed that both parties will work together to recognize and deal with these problems when they arise. Situations involving allegations of harassment shall be able to be processed as grievances by the victim.

Violence is defined as any incident in which an employee is abused, threatened or assaulted during the course of his/her employment. This includes the application of force, threats with or without weapons, severe verbal abuse and persistent sexual or racial harassment.

The Employer agrees to develop and implement explicit policies in conjunction with the Union, to deal with violence.

The Employer values training and will endeavour to provide opportunity for skill development in non-violent crisis intervention.

37:04 Policy shall be jointly developed regarding the use and financial compensation for, cellular phones for employees, to enhance the health and safety of employees and clients alike. This shall be done within four (4) months of signing of this agreement.

37:05 Joint Training Committee

- (a) The Employer and the Union share a mutual interest in developing a fully trained and safe work force and recognize that this objective can best be expressed through mutual efforts of a Joint Training Committee (“the Committee”).
- (b) The parties agree that the Employer and the Union will meet in order to set up the Committee.
- (c) The Committee will be comprised of four (4) members designated by the Union and four (4) members designated by the Employer.
- (d) Meetings will be held every three (3) months or more often if deemed appropriate by the Committee. Union members of the Committee shall be paid their hourly rate for time spent on Committee business.
- (e) The Committee’s mandate will be to examine overall training needs, evaluate training programs, propose mechanisms for ensuring equal access to training and submit plans for improving skills.
- (f) The Committee may make recommendations on matters relating to employee training and the Employer will consider sponsoring training programs as recommended by the Committee.

**ARTICLE 38 - BENEFITS**

- 38:01 During the term of this Agreement, the Employer agrees to provide the following benefits.
- (a) Pension - Participation in a group registered retirement savings plan in which the Employer will match the employee's contribution of:
    - (i) 5% effective start date of the Agreement;
    - (ii) 5.1% effective first day of the first biweekly pay period following the date of signing, subject to the Letter of Understanding re: Pension Plan.
  - (b) Health Benefits - Voluntary participation in the Branch's Ambulance/ Hospital, Extended Health and Travel Benefits Plan with premiums to be fully (100%) paid by the employee.
  - (c) Health Spending Account
 

\$500.00 per year
  - (d) The parties agree to continue a Long Term Disability Plan in accordance with the Letter of Understanding.
  - (e) The Employer will provide a 100% Employer paid Group Life Insurance Plan.
  - (f) The Employer will provide an Employer paid Dental Plan subject to plan details including but not limited to eligibility, coverage (co-insurance), maximums, current Manitoba Dental Association fee guide will be implemented on an ongoing basis on April 1<sup>st</sup> of each year thereafter and eligible expenses.
  - (g) The Employer will provide an Employer paid Vision Care Plan subject to plan details including but not limited to eligibility, coverage (co-insurance), maximums and eligible expenses.
- 38:02 Casual support workers are not eligible to participate in the employee benefit program.
- 38:03 For the purposes of :01 (a) and (b), average annual earnings shall be either:
- (a) calculated in accordance with the Letter of Understanding regarding Average Annual Earnings, item (b); or
  - (b) the total of an employee's regular paid earnings from the date of hire annualized over a twelve (12) month period.
- For the purpose of :01 (a), average annual earnings shall be the total of an employee's regular paid earnings, based on a maximum of 2,080 regular paid hours per year, from the date of hire annualized over a twelve (12) month period.
- 38:04 Eligibility for participation in the Support Workers' employees benefit program shall be following the completion of probation and in accordance with the Plan's eligibility criteria.

**ARTICLE 39 - PICKET LINES**

- 39:01 All employees shall have the right to refuse to do the work of striking or locked out employees.
- 39:02 No employee shall be required to cross a legally recognized picket line, except in cases where, in the opinion of the Program Manager it is necessary to do so in order to provide emergency service. Any dispute shall be resolved by referral to the Chief Executive Officer.

**ARTICLE 40 - EMPLOYEE ASSISTANCE PROGRAM**

- 40:01 The Employer and the Union recognize that mental illness, alcohol, drug and gambling addictions are mental disorders. They further recognize the social, personal and economic problems associated with them.
- 40:02 The Employer agrees to provide an Employer-paid employee assistance plan mutually agreed upon between the Employer and the Union.

**ARTICLE 41 - THEFT AND DAMAGE TO PERSONAL PROPERTY**

- 41:01 The parties acknowledge from time to time personal belongings of an employee may be stolen or damaged through no fault of the employee.

The purpose of this Article is to set out conditions under which the Employer will reimburse the employee for loss or damage of these belongings which are stolen or damaged by clients of the Employer. For the purposes of this Article personal belongings are defined as personal belongings used in the performance of their duties or authorized by their program manager or designate to have on the premises or in their vehicle.

Provided that the employee has exercised due caution in protecting these belongings the Employer will reimburse the employee for damage to their personal belongings caused by a client on the following basis.

- 41:02 Compensation for personal articles will be made by the Employer upon submission of receipts and provided the employee has exercised due caution in protecting these belongings.
- 41.03 The parties acknowledge the intent of this Article is to make employees whole by reimbursing for loss or damage, and the Employer shall not be required to reimburse the original cost of the item should a similar or replacement item of equivalent features be available at a lower cost. Where the item can be repaired to its original

state and the cost of those repairs are less than the cost to replace the item, the Employer at its discretion shall pay for the costs of the repair rather than the replacement.

- 41.04 Employees are expected to use discretion in what items they wear and bring into the workplace. For example, employees should not wear jewelry that can be easily lost or stolen, wear expensive; clothing, accessories or eyeglasses or bring in electrical devices or equipment that are not normally used in the course of the employees' job unless authorized by the program manager or designate. The parties acknowledge that the Employer may reduce reimbursement for items that would require a premium amount to repair or replace them. The Employer agrees to communicate expectations regarding the use of inexpensive and/or appropriate clothing/property to employees.

## **ARTICLE 42 - TERM OF AGREEMENT**

- 42:01 This Agreement shall be in effect April 1, 2010 to March 31, 2014. The Agreement shall remain in force and effect from year to year thereafter unless notice of termination of the Agreement or notice of request to negotiate a revision is given by either party not more than ninety (90) days and not less than thirty (30) days prior to the anniversary date hereof.

Unless otherwise indicated, the effective date for the implementation of the terms and conditions shall be as the date of signing of the Agreement.

- 42:02 Where no notice of termination has been given and where a party to this Agreement has given notice of request to negotiate a revision under :01 hereof, the parties shall, within twenty (20) working days following the receipt of either party of the specific proposals for revision to the Agreement, commence collective bargaining.
- 42:03 Where notice has been given as provided in :01 the parties shall continue to be bound by the terms and conditions of this Agreement after the expiry date specified in:01 until either party gives to the other fourteen (14) days' prior written notice that negotiations have terminated.
- 42:04 Unless specifically identified otherwise, all provisions of this Agreement shall become effective on the start of the pay period following the date of signing and the previous Agreement shall be deemed to be in effect up to the start of such pay period.
- 42:05 Wages, as set out in this Collective Agreement shall commence on April 1, 2010.
- 42:06 Upon written request to the Employer received by the Employer within sixty (60) days of the date of signing of this Agreement, retroactive pay adjustments for the period from April 1, 2010 until the date of the employee's voluntary termination shall be made to employees who have voluntarily terminated their services (resigned).

**ARTICLE 43 – RECRUITMENT AND SELECTION**

43:01 Where the employing authority decides that an existing vacant or new bargaining unit permanent position is to be filled through a competition, a bulletin regarding the position shall be posted for a minimum of twenty (20) office days. Postings shall be posted in all of the regional and Winnipeg offices, including Winnipeg Child and Family Services Rural and Northern Services headquarters. The Union shall be provided with a copy of all bulletins as they are posted.

- (a) The bulletin shall state the closing date for applications, the work unit (i.e. FSW or E P R ) and if applicable whether the shift is for day or night and the shift duration if applicable as well as the work location for the position (i.e. Winnipeg or Eastman), the classification, the duties and responsibilities, the qualifications required for the position, the salary range as well as where to submit the application.
- (b) If the Employer decides to use an eligibility list for external candidates with a competition, the posting shall state so in the clear terms including that eligibility list may be used for future vacancies and clearly stating how long the eligibility list will be in effect.
- (c) Subject to Article 15:06 the selection of employees for vacant or new positions shall be on the basis of qualifications (per Article 17.11), ability, (per Article 17.11), prior work performance and seniority. Where qualifications, ability and prior work performance are relatively equal, seniority shall be the determining factor. Preference shall be given to applicants from within the bargaining unit who meet the requirements with regards to qualifications, ability and prior work performance.

Signed this 28 day of September, 2012.

**FOR CANADIAN UNION OF PUBLIC EMPLOYEES, LOCAL 2153:**

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**FOR THE EMPLOYER:**

Original Signed by Peter Dubiensi

For the Department of Family Services and Labour

Original Signed by Wally Fawkes

For the Province of Manitoba

**SCHEDULE "A"**

**PROVINCE OF MANITOBA  
DEPARTMENT OF FAMILY SERVICES AND LABOUR  
SUPPORT WORKERS**

<b>DRIVERS-PERMANENT</b>						
	<i>Step 1</i>	<i>Step 2</i>	<i>Step 3</i>	<i>Step 4</i>	<i>Step 5</i>	<i>Step 6</i>
March 31, 2012	12.72	12.94	13.18	13.71	14.22	14.71
March 31, 2013	13.09	13.32	13.56	14.11	14.63	15.14
<b>DRIVERS-CASUAL</b>						
	<i>Step 1</i>	<i>Step 2</i>	<i>Step 3</i>	<i>Step 4</i>	<i>Step 5</i>	<i>Step 6</i>
March 31, 2012	12.72	12.94	13.18			
March 31, 2013	13.09	13.32	13.56			
<b>SUPPORT WORKER I (Home Care Support Workers) -PERMANENT</b>						
	<i>Step 1</i>	<i>Step 2</i>	<i>Step 3</i>	<i>Step 4</i>	<i>Step 5</i>	<i>Step 6</i>
December 28, 2009	11.36	11.58	11.81	12.32	12.82	13.29
March 31, 2012	11.69	11.92	12.15	12.68	13.19	13.68
March 31, 2013	12.03	12.27	12.50	13.05	13.57	14.08
<b>SUPPORT WORKER I – CASUAL (Home Care Support Workers, Drivers)</b>						
	<i>Step 1</i>	<i>Step 2</i>	<i>Step 3</i>			
December 28, 2009	11.36	11.58	11.81			
March 31, 2012	11.69	11.92	12.15			
March 31, 2013	12.03	12.27	12.50			
<b>SUPPORT WORKER II (Family Support Workers, Training Coordinator – EAPD and Family Support)</b>						
	<i>Step 1</i>	<i>Step 2</i>	<i>Step 3</i>	<i>Step 4</i>	<i>Step 5</i>	<i>Step 6</i>
December 28, 2009	12.79	14.16	15.56	16.92	18.23	19.37
March 31, 2012	13.16	14.57	16.01	17.41	18.76	19.93
March 31, 2013	13.54	14.99	16.47	17.91	19.30	20.51
<b>SUPPORT WORKER II – CASUAL (Family Support Workers, Training Coordinator – EAPD and Family Support)</b>						
	<i>Step 1</i>	<i>Step 2</i>	<i>Step 3</i>	<i>Step 4</i>		
December 28, 2009	12.79	14.16	15.56			
March 31, 2012	13.16	14.57	16.01			
March 31, 2013	13.54	14.99	16.47	17.20		
<b>* Step 4 effective April 1, 2013</b>						

<b>FAMILY INTERVENTION SUPPORT WORKER</b>							
	<i>Step 1</i>	<i>Step 2</i>	<i>Step 3</i>	<i>Step 4</i>	<i>Step 5</i>		
December 28, 2009	19.37	20.32	21.34	22.41	23.71		
March 31, 2012	19.93	20.91	21.96	23.06	24.40		
March 31, 2013	20.51	21.52	22.60	23.73	25.11		
<b>FAMILY INTERVENTION SUPPORT WORKER - CASUAL</b>							
	<i>Step 1</i>	<i>Step 2</i>	<i>Step 3</i>				
December 28, 2009	19.37	20.32	21.34				
March 31, 2012	19.93	20.91	21.96				
March 31, 2013	20.51	21.52	22.60				
<b>EMERGENCY ASSESSMENT PLACEMENT DEPARTMENT</b>							
<b>CHILD CARE SUPPORT WORKER (Child Care Support Workers, After Hours Support Workers)</b>							
	<i>Start*</i>	<i>Step 1</i>	<i>Step 2</i>	<i>Step 3</i>	<i>Step 4</i>	<i>Step 5</i>	
December 28, 2009	11.98	13.29	14.25	15.24	16.20	17.20	
March 31, 2012	12.33	13.68	14.66	15.68	16.67	17.70	
March 31, 2013	12.69	14.08	15.09	16.13	17.15	18.21	
<b>*See rates below for new employees completing probationary period</b>							
<b>CHILD CARE SUPPORT WORKER COMPLETING PROBATIONARY PERIOD</b>							
	<i>Start</i>	<i>Completion of 500 hrs.</i>	<i>Completion of 1,000 hrs.</i>	<i>Completion of 1,500 hrs.</i>	<i>Completion of 2,080 hrs./ Step 1</i>		
December 28, 2009	11.98	12.33	12.63	12.95	13.29		
March 31, 2012	12.33	12.69	13.00	13.33	13.68		
March 31, 2013	12.69	13.06	13.38	13.72	14.08		
<b>CHILD CARE SUPPORT WORKER - CASUAL</b>							
	<i>Start</i>	<i>Completion of 500 hrs.</i>	<i>Completion of 1,000 hrs.</i>	<i>Completion of 1,500 hrs.</i>	<i>Completion of 2,080 hrs./Step 1</i>	<i>Step 2</i>	<i>Step 3</i>
Dec. 28, 2009	11.98	12.33	12.63	12.95	13.29	14.25	15.24
March 31, 2012	12.33	12.69	13.00	13.33	13.68	14.66	15.68
March 31, 2013	12.69	13.06	13.38	13.72	14.08	15.09	16.13
	<i>Step 4</i>						
March 31, 2012							
March 31, 2013	16.85						
<b>* Step 4 effective April 1, 2013</b>							
<b>ON CALL DISPATCHER</b>							
	<i>Step 1</i>	<i>Step 2</i>	<i>Step 3</i>	<i>Step 4</i>	<i>Step 5</i>		
December 28, 2009	16.20	17.20	18.23	19.37	20.32		
March 31, 2012	16.67	17.70	18.76	19.93	20.91		
March 31, 2013	17.15	18.21	19.30	20.51	21.52		

**LETTER OF UNDERSTANDING**

**- BETWEEN -**

**CANADIAN UNION OF PUBLIC EMPLOYEES, LOCAL 2153**

**- AND -**

**PROVINCE OF MANITOBA  
DEPARTMENT OF FAMILY SERVICES AND LABOUR**

**RE: REMOVAL OF 24 HOUR SHIFTS**

1. The Employer agrees that an employee who is assigned to a seven (7) - 24-hour biweekly or six (6) 24-hour biweekly shift configuration whose shift configuration is eliminated will be provided with a one-time lump sum payment calculated on the basis of a formula utilizing years of service working that shift configuration as follows:
  - (a) For employees working seven (7) – 24-hour shifts - \$1,500 per year of service;
  - (b) For employees working six (6) – 24-hour shifts - \$750 per year of service.
  - (c) All payments are to be made by lump sum payment the second pay period of 2008.
2. Ninety (90) days' notice be given to all employees working 24 hour shifts of the intention to delete these shifts.
3. During the ninety (90) day notice period the Department will meet with the Union to examine all shift options available for these affected employees including the possibility of having every second weekend off.
4. All such affected employees shall have the right to work eight (8) – 12-hour shifts on a continuing basis.
5. This Letter of Understanding is effective December 13, 2006.

Signed this 28 day of September, 2012.

**FOR CANADIAN UNION OF PUBLIC  
EMPLOYEES, LOCAL 2153:**

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**FOR THE EMPLOYER:**

**Original Signed by Peter Dubiensi**

For the Department of Family Services and Labour

**Original Signed by Wally Fawkes**

For the Province of Manitoba



**LETTER OF UNDERSTANDING**

**- BETWEEN -**

**CANADIAN UNION OF PUBLIC EMPLOYEES, LOCAL 2153**

**- AND -**

**PROVINCE OF MANITOBA  
DEPARTMENT OF FAMILY SERVICES AND LABOUR**

**RE: ALLOCATION OF WORK IN FAMILY SUPPORT**

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1. CUPE has identified a number of issues relating to the allocation of work in the Family Support program. In an attempt to resolve these concerns, the parties agree to the following procedures.
2. These procedures are to be read in the context of the current Collective Agreement and specifically Article 14 - Hours of Work, Article 15 - Allocation of Work, Article 16 - Seniority, Article 17 - Layoff and Recall, Article 18 - Resignations and Article 19 - Termination of Employment.
3. In accordance with Article 17 - Layoff and Recall, the Coordinator shall review the Branch's Assignment List for qualified employees when a new assignment becomes available.
4. Where no suitable employee is available on the Branch's assignment list, the Coordinator shall review the additional hours list for a suitable employee.
5. The additional hours list shall be established according to permanent employees in descending order of seniority followed by casual employees in descending order of seniority based on the employee's stated availability for each calendar month.
6. Employees will submit their availability for additional hours in writing to their coordinator no later than two (2) days (excluding weekends and statutory holidays) prior to the end of the current month.
7. Subject to the terms of Article 15 - Allocation of Work and as an extension of that Article, the Coordinator shall provide priority consideration for new assignments in the following order:
  - (a) Employees on the Branch's assignment list.
  - (b) Permanent employees on the additional hours list to a maximum of eighty (80) hours per biweekly pay period.

- (c) Casual employees on the additional hours list to a maximum of eighty (80) hours per biweekly pay period.
  - (d) Employees on the additional hours list where the assignment will place them above eighty (80) hours in that biweekly pay period.
8. The Employer agrees to post the Branch's assignment list and additional hours list on a monthly basis in the office, in a place accessible to all staff.
9. This Letter of Understanding is effective December 13, 2006.

Signed this 28 day of September, 2012.

**FOR CANADIAN UNION OF PUBLIC  
EMPLOYEES, LOCAL 2153:**

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**FOR THE EMPLOYER:**

Original Signed by Peter Dubiensi

For the Department of Family Services and Labour

Original Signed by Wally Fawkes

For the Province of Manitoba

**LETTER OF UNDERSTANDING**

**- BETWEEN -**

**CANADIAN UNION OF PUBLIC EMPLOYEES, LOCAL 2153**

**- AND -**

**PROVINCE OF MANITOBA  
DEPARTMENT OF FAMILY SERVICES AND LABOUR**

**RE: WORKERS' COMPENSATION**

1. In accordance with the provisions of Article 38:01 - Benefits of the Collective Agreement the Employer agrees to provide workers' compensation coverage to all employees covered by the Collective Agreement;
2. Employees shall be entitled to utilize accumulated sick leave credits during any period prior to the adjudication of their compensation claim. Upon allowance of the claim the sick leave credits will be reimbursed to the employee's credit;
3. Employees off work in receipt of compensation benefits shall be entitled to all Collective Agreement service related benefits (e.g. vacation credits) for a period of one (1) year.

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

Signed this 28 day of September, 2012.

**FOR CANADIAN UNION OF PUBLIC  
EMPLOYEES, LOCAL 2153:**

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**FOR THE EMPLOYER:**

**Original Signed by Peter Dubiensi**

For the Department of Family Services and Labour

**Original Signed by Wally Fawkes**

For the Province of Manitoba

**LETTER OF UNDERSTANDING**

**- BETWEEN -**

**CANADIAN UNION OF PUBLIC EMPLOYEES, LOCAL 2153**

**- AND -**

**PROVINCE OF MANITOBA  
DEPARTMENT OF FAMILY SERVICES AND LABOUR**

**RE: JOINT BENEFITS COMMITTEE**

The parties agreed to establish a Joint Benefits Committee to review employee benefit plans and to recommend improvements as are mutually agreeable. The Committee shall have equal representation from the Union and the Employer.

Signed this 28 day of September, 2012.

**FOR CANADIAN UNION OF PUBLIC  
EMPLOYEES, LOCAL 2153:**

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**FOR THE EMPLOYER:**

**Original Signed by Peter Dubiensi**

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For the Department of Family Services and Labour

**Original Signed by Wally Fawkes**

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For the Province of Manitoba

**LETTER OF UNDERSTANDING****- BETWEEN -****CANADIAN UNION OF PUBLIC EMPLOYEES, LOCAL 2153****- AND -****PROVINCE OF MANITOBA  
DEPARTMENT OF FAMILY SERVICES AND LABOUR****RE: ACCRUED SERVICE AND BENEFITS PRIOR TO  
FIRST COLLECTIVE AGREEMENT**

- 
1. For the purpose of the first Collective Agreement, the initial list of Support Workers shall be those persons who are on the Province of Manitoba Department of Family Services and Labour employment list as at January 1, 1995 and who have worked 624 hours in the 1994 calendar year. The following provisions shall apply to these employees:
    - (a) As of the date of the signing of this Agreement, a sick leave entitlement of twenty-four (24) hours will be recognized.
    - (b) Seniority shall be based on employee records of regular hours worked as a Support Worker since January 1, 1992.
  2. Those Support Workers who have not yet completed 1,000 regular paid hours of service shall be required to satisfy the conditions of the probationary period.
  3. The Employer agrees to maintain a list of casual employees who wish to become Support Workers.
  4. Application of seniority accrued under the terms and conditions of this Agreement shall be limited to the following articles:

Article 15 - Seniority  
Article 16 - Layoff and Recall
  5. The five (5) Emergency Shelter Workers employed in the former Central Area shall retain all sick leave and vacation benefits accrued as of the date of signing this Agreement. From that date accrual of these benefits shall be in accordance with the provisions in this Agreement shall prevail. Where applicable, participation in the EAP and Dental Benefits plans shall be retained to June 30, 1995.
  6. The three teaching homemakers employed in the former Central Area shall:
    - (a) Maintain participation in the United Way pension plan and insured benefits program.

- (b) Where applicable, participation in the EAP and Dental Benefits plans shall be retained to June 30, 1995.
- (c) Retain all sick leave and vacation benefits accrued as of the date of signing this Agreement. From that date, accrual of these benefits shall be in accordance with the provisions of this Agreement.

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

Signed this 28 day of September, 2012.

**FOR CANADIAN UNION OF PUBLIC  
EMPLOYEES, LOCAL 2153:**

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**FOR THE EMPLOYER:**

**Original Signed by Peter Dubiensi**

For the Department of Family Services and Labour

**Original Signed by Wally Fawkes**

For the Province of Manitoba

**LETTER OF UNDERSTANDING**

**BETWEEN**

**CANADIAN UNION OF PUBLIC EMPLOYEES, LOCAL 2153**

**AND**

**PROVINCE OF MANITOBA  
DEPARTMENT OF FAMILY SERVICES AND LABOUR**

**RE: CASUAL SHIFTS**

The parties agree that casual employees shall accrue seniority amongst themselves, and shall have that time taken into account when bidding on a permanent position.

Signed this 28 day of September, 2012.

**FOR CANADIAN UNION OF PUBLIC  
EMPLOYEES, LOCAL 2153:**

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**FOR THE EMPLOYER:**

**Original Signed by Peter Dubiensi**

For the Department of Family Services and Labour

**Original Signed by Wally Fawkes**

For the Province of Manitoba

**LETTER OF UNDERSTANDING**

**BETWEEN**

**CANADIAN UNION OF PUBLIC EMPLOYEES, LOCAL 2153**

**AND**

**PROVINCE OF MANITOBA  
DEPARTMENT OF FAMILY SERVICES AND LABOUR**

**RE: LONG TERM DISABILITY**

The parties hereby agree to the following:

All eligible employees will be required to complete an enrolment form. Eligible employees will be required to join the plan with the exception of those employees hired prior to July 1, 2000 (implementation date). These employees will have the opportunity to waive their right to this benefit for the qualifying period of December 1, 2000 but *will be required to join the Plan if eligible June 1, 2001 unless they waived previously*. If employees have waived their right to this benefit but wish to enrol at a later date, medical documentation will be required.

The parties recognize that the eligibility criteria may change over time.

Signed this 28 day of September, 2012.

**FOR CANADIAN UNION OF PUBLIC  
EMPLOYEES, LOCAL 2153:**

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**FOR THE EMPLOYER:**

**Original Signed by Peter Dubiensi**

For the Department of Family Services and Labour

**Original Signed by Wally Fawkes**

For the Province of Manitoba



**LETTER OF UNDERSTANDING**

**BETWEEN**

**CANADIAN UNION OF PUBLIC EMPLOYEES, LOCAL 2153**

**AND**

**PROVINCE OF MANITOBA  
DEPARTMENT OF FAMILY SERVICES AND LABOUR**

**RE: SHIFT CONFIGURATION FOR TWENTY-FOUR (24) HOUR WORKERS**

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During the term of the Agreement, employees employed by the Employer as of December 31, 2000, who accept a shift configuration of five (5) or more 24-hour shifts in a pay period, shall be covered by the following:

1. Increments shall be approved on an annual basis effective the employee's anniversary date;
2. Seniority, vacation and sick leave banks shall be topped up at the end of the year by the equivalent accrual of full-time benefits at 2,080 regular hours;
3. Full Health Spending Account;
4. Full participation in Long Term Disability, in accordance with and subject to the limits of the Plan requirements, and Group Insurance;
5. Full participation in the new Employee Assistance Program, which shall be cost shared equally. This is an optional plan.

People hired after December 31, 2000 will have benefit accrual based on eight (8) regular hours per twenty-four (24) hour shift.

Signed this 28 day of September, 2012.

**FOR CANADIAN UNION OF PUBLIC  
EMPLOYEES, LOCAL 2153:**

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**FOR THE EMPLOYER:**

Original Signed by Peter Dubiensi

For the Department of Family Services and Labour

Original Signed by Wally Fawkes

For the Province of Manitoba

**LETTER OF UNDERSTANDING****BETWEEN****CANADIAN UNION OF PUBLIC EMPLOYEES, LOCAL 2153****AND****PROVINCE OF MANITOBA  
DEPARTMENT OF FAMILY SERVICES AND LABOUR****RE: LETTERS OF EMPLOYMENT**

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The parties hereby agree to the following:

The Employer will draw up a new letter of employment for all members of the bargaining unit whether they are permanent or casual employees.

Permanent employees will be guaranteed hours in accordance with the following principles:

1. The Employer will provide a minimum number of guaranteed hours based on the employee's average regular paid hours of work;
2. Qualifications of the employee;
3. Employee availability and preference;
4. Seniority.

It is the understanding of the parties that the letters of employment will be done in accordance with seniority with the Branch.

The Union and Management both agree that the concept of promotion within the bargaining unit is just. We also agree that preference should be given to individuals currently employed by the Branch. Therefore when opportunities for work arise at a classification higher than the classification currently occupied by an individual, i.e. Support Worker I to Support Worker II, every opportunity for advancement will be given to interested members of the Bargaining unit, provided the employee has the required qualifications, before any new employees are hired. New letters of employment will be issued at that time.

Signed this 28 day of September, 2012.

**FOR CANADIAN UNION OF PUBLIC  
EMPLOYEES, LOCAL 2153:**

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**FOR THE EMPLOYER:**

**Original Signed by Peter Dubiensi**

For the Department of Family Services and Labour

**Original Signed by Wally Fawkes**

For the Province of Manitoba

**LETTER OF UNDERSTANDING****BETWEEN****CANADIAN UNION OF PUBLIC EMPLOYEES, LOCAL 2153****AND****PROVINCE OF MANITOBA  
DEPARTMENT OF FAMILY SERVICES AND LABOUR****RE: ARTICLE 14:05 - HOURS OF WORK**

The Employer endeavours to provide an assignment to permanent “In-home Support” Family Support Workers II’s under "no-show" circumstances during the last weekend of the pay period.

**Issue**

To provide greater opportunity for permanent Family Support Workers “FSWII” (classified as SW II ) working in the “In-home Support” program to replace cancelled hours where the employee has been scheduled to work but is unable to begin an assignment because of client circumstances beyond the control of the employee i.e. in "no-show" circumstances.

**Term of Agreement**

Effective the first day of the biweekly pay period following the ratification of the Manitoba Department of Family Services and CUPE Local 2153 Collective Agreement, the FSWII’s who have a “no-show” during the last weekend of the pay period may replace cancelled "no-show" hours by working in “Emergency Placement Resource” (EPR) (in addition to the current practice of replacing hours via the “In-home Support” program) within the following terms and conditions. This "cross-program" and “cross-geography” replacement shift opportunity is limited to permanent Family Support Workers, specifically those:

- who have not already begun their assignment and
- have a “no-show” after 4:30 p.m. on the Friday, Saturday or Sunday during the last weekend in the pay period.

**Terms and Conditions**

1. Where an employee is advised of a "no-show" after 4:30 p.m. Friday, Saturday or Sunday during the last weekend in a pay period, the employee may call the EPR On-call Dispatcher for an EPR replacement shift to be worked prior to the end of the pay period.  
  
If the employee does not request an EPR replacement shift then the current practice of the employee either rescheduling the “no-show” within the pay period or requesting a one-time assignment through the “In-home Support” Coordinator will continue.
2. Upon receiving the call the Dispatcher will review the available shifts and endeavour to locate one with the approximate number of hours of the “no-show” assignment that can be worked prior to the end of the pay period. The offering of replacement shifts will be

based on availability of shifts that fulfill the hours requested by the employee and the suitability of the replacement shifts subject to Article 15:06.

3. No scheduled employees will be displaced in order to facilitate replacement hours. Also, once a shift has begun, no purchased service will be cancelled or replaced.
4. In order to accept the shift, the employee:
  - (a) agrees to work the entire replacement shift including the total hours and the prescribed start and finish times; and
  - (b) will not cancel assignments/shifts or reschedule previously scheduled assignments/shifts into the next pay period.

Violation of point (b) may result in the employee forfeiting their right to participate in further “no-show” replacement opportunities.

5. The employee is to call the respective Eastman Region after hours voice mail or the Winnipeg Region Coordinator’s voice mail to provide notification of the “no-show” and the change in the employee’s schedule.
6. The employee will be given only one (1) opportunity to accept a replacement shift.
7. Notwithstanding Article 10:03, the employee will be paid the permanent Support Worker II rate of pay when working a replacement shift in the "EPR" program.
8. Eastman and Winnipeg Region employees will not be paid mileage or travel time to travel to and from the replacement shift.
9. If the employee does not call the Dispatcher, is not offered or does not accept a replacement shift the employee will not receive pay (including sick leave pay) for the replacement shift but will receive pay for the "no-show" shift in accordance with Article 14:05. There is no pyramiding of "no-show" and "replacement" pay.
10. Notwithstanding Article 25:01 - Sick Leave, if the employee is sick for the replacement shift, the employee will be eligible to receive sick leave benefits for the lesser of the total number of hours of the “no-show” assignment or the total number of hours of the replacement shift. The sick leave will be charged to the In-home Program.
11. In accordance with Article 15:06, the final allocation of “replacement” work is the right of the Employer and in accordance with Article 15:08 is grievable only up to Step 2 of the grievance procedure. The decision at Step 2 shall be final for such grievances and not subject to arbitration.
12. Employees on the “assignment list” and the EPR “availability list” will be given priority over those employees requesting “no-show” replacement hours.

- 13. Any overtime hours worked will be paid in accordance with the overtime provisions in Article 14:07.

Termination Clause

This letter of understanding is in effect for the life of the current Collective Agreement or until such time as “The Family Support Program and/or EPR are no longer employees of The Province of Manitoba, Department of Family Services and Labour.: This letter will expire on March 31, 2014 unless extended by the agreement of the parties

Other

This Letter of Understanding is without prejudice to any present or future matters between the parties including issues related to allocation of work or pay.

Signed this 28 day of September, 2012.

**FOR CANADIAN UNION OF PUBLIC EMPLOYEES, LOCAL 2153:**

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**FOR THE EMPLOYER:**

Original Signed by Peter Dubiensi

For the Department of Family Services and Labour

Original Signed by Wally Fawkes

For the Province of Manitoba