

# **Collective Agreement**

*between*

**Communities Economic Development Fund**

*(hereinafter called the "Fund" in the first part)*

*and*

**The Manitoba Government and General Employees'  
Union**

*(hereinafter called the "Union" in the second part)*

**March 3, 2009 - March 21, 2014**

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**WHEREAS:** The Fund and the Union desire to cooperate in establishing and maintaining conditions which will promote a harmonious relationship between the Fund and employees covered by this Collective Agreement, to provide machinery for the prompt, fair and equitable disposition of grievances, and to establish and maintain mutually satisfactory working conditions, hours and wages for all employees who are subject to the provisions of this Collective Agreement.

### **Article 1 Definitions**

**1:01** In this Collective Agreement, unless the context otherwise requires, the expression:

- (a) “Authorized overtime” shall mean overtime authorized by the manager or designate, and where the term “overtime” is used in this Collective Agreement, it means “authorized overtime;”
- (b) “Class” or “classification” means a group of positions involving duties and responsibilities so similar that the same or like qualifications may reasonably be required for, and the same schedule or rate of pay can be reasonably applied to, all positions in the group;
- (c) “Continuous service” or “continuous employment” means consecutive and continuous days, weeks, months, and/or years of employment with the Fund where there has been no break in service involving termination of the employee;
- (d) “Dismissal” means the removal for disciplinary reasons from a position of employment for just cause;
- (e) “Employee” means a person employed in a position in the bargaining unit;
- (f) “Grade of pay,” “pay range,” or “pay grade” means a series of rates of remuneration for a class that provides for a minimum rate, a

maximum rate, and such intermediate rates of pay as may be considered necessary to permit periodic increases in remuneration as set out in the Pay Plan;

- (g) “Grievance” means any difference concerning the interpretation, application, administration, or alleged violation of a provision of this Collective Agreement;
- (h) “Part-time employee” means an employee who normally works less than the full normal daily, weekly or monthly hours, as the case may be, and whose work follows an ongoing, predetermined schedule of work on a regular and recurring basis;
- (i) “Position” means a position of employment with the Fund;
- (j) “Promotion” means a change of employment from one position to another position having a higher maximum salary;
- (k) “Seniority” means the length of an employee’s service accumulated from the date of hire by the Fund;
- (l) “Technological change” means the introduction of equipment or material into the Fund’s operations which is likely to affect the security of employment of regular employees who are employed on a full-time, year-round basis;
- (m) “Term employee” means an employee hired for a specific term of employment. The term of employment may be used on a specific period of time or the completion of a specific job or until the occurrence of a specified event;
- (n) “Termination of employment” means the cessation of an employee’s employment with the Fund for any reason and includes dismissal;
- (o) “Union” means The Manitoba Government and General Employees’ Union;

- (p) “Increment” means the amount per annum provided as a rate of increase in the applicable salary payable to any eligible employee, which shall be granted on the applicable anniversary dates;
- (q) “Manager” means the Funds General Manager or as designated.

- 1:02** Whenever the masculine pronoun is used in the Collective Agreement, it includes the feminine pronoun where the context so requires. Where the singular is used, it may also be deemed to mean the plural.
- 1:03** Where a notice is sent by registered mail, it shall be deemed received on the third (3rd) working day after the date of registration.

## **Article 2 Purpose**

- 2:01** The purpose of this Collective Agreement is to promote cooperation and understanding between the Fund and its employees affected hereby and to recognize the mutual value of joint discussions and negotiations with respect to compensation for employees, including the establishment of pay ranges for new classes of employees and the adjustment from time to time of pay ranges for existing classes of employees and working conditions of employees and to provide appropriate procedures for the prompt resolution of grievances and problems. The Fund shall, upon request, provide copies of job descriptions to the Union.

## **Article 3 Union Recognition**

- 3:01** This Collective Agreement shall apply to all employees of the Communities Economic Development Fund, in the Province of Manitoba, excluding the General Manager/CEO, Manager of Fisheries Loans, Business Loans Manager, Manager of Finance, **CFO**, Administrative Assistant, and those excluded by the Act.
- 3:02** Any question as to whether or not a person is an employee may be referred to the Manitoba Labour Board for determination of the question.

## **Article 4 Union Security**

- 4:01** All employees who come under the scope of this Collective Agreement whether or not they are members of the Union shall have an amount equal to the regular Union dues deducted by the Fund from each pay

period. Such dues shall be forwarded to the Union every four (4) weeks together with a list of the names of the employees from whom deductions have been made.

- 4:02** The Union shall notify the Fund in writing of any changes in the amount of dues at least two (2) weeks prior to the end of the pay period in which the deductions are to be made.
- 4:03** The Union agrees to indemnify and save the Fund harmless against any claim of liability arising out of the application of this Article, except for any claim of liability arising out of an error committed by the Fund.

### **Article 5     Union Business**

- 5:01** Upon request, the Union shall provide for the information of the Fund an accurate list of Fund Local Executive Members and Stewards. The Fund shall provide a similar list to the Union upon request.
- 5:02** The Fund recognizes the right of the Union to select Stewards and the right of the Stewards to represent an employee with respect to this Collective Agreement.
- 5:03** Upon requesting and receiving permission, a Steward or an alternative member of the Union Executive shall receive a reasonable amount of time off with pay to investigate or process a grievance.
- 5:04** Leave of absence to attend to Union business may be granted to employees based on the following conditions:
- (a) Request for such leave shall be made in writing by the Union with at least five (5) working days' advance notice and shall be granted only where operational requirements permit. Where special or unusual circumstances prevent compliance with the five (5) working days' notice, the request shall be considered and not unreasonably denied.
  - (b) An employee requesting time off for Union business will be provided with a letter of request from the Union, which is to be submitted to the employee's manager or designate for approval.

- (c) Where such leave of absence has been granted by the Fund under subsection (a), the Union shall reimburse the Fund one hundred percent (100%) of the wages paid to such employees during the approved absence.

### **Article 6 Management Rights**

- 6:01** All the functions, rights, personnel pay practices, powers and authority which the Fund has not specifically abridged, delegated or modified by this Collective Agreement are recognized by the Union as being retained by the Fund.
- 6:02** In administering the Collective Agreement, the Fund shall act reasonably, fairly, in good faith, and in a manner consistent with the Collective Agreement as a whole.

### **Article 7 Contracting Out**

- 7:01** The Fund will give all reasonable consideration to continued employment of employees who would otherwise become redundant when work is contracted out.
- 7:02** Where work is to be contracted out which would result in the redundancy of employees in the bargaining unit, then the following procedure shall apply:
- (a) the Fund will provide the Union with ninety (90) days' notice;
  - (b) during the notice period, the parties shall meet to facilitate potential retraining and/or reemployment opportunities, and;
  - (c) an employee with three (3) or more years of continuous service who is permanently laid off by the Fund because work is contracted out, shall receive severance pay equal to one (1) week's salary for each complete year of continuous service or portion thereof to a maximum of twenty-two (22) weeks' pay.

## **Article 8 No Discrimination**

- 8:01** The parties hereto agree that there shall be no discrimination, harassment, coercion, or interference exercised or practiced with respect to any employee by reason of age, sex, sexual orientation, marital status, race, colour, creed, ethnic or national origin, political or religious affiliation or membership in the Union or activities in the Union.

## **Article 9 Sexual Harassment**

- 9:01** The “Fund” agrees to investigate allegations of sexual harassment and shall endeavor to resolve them in an expeditious manner.
- 9:02** The employee may forward a written complaint alleging sexual harassment directly to the General Manager.
- 9:03** If the complaint is against the General Manager, then it shall be directed to the Chairperson of the Board of Directors.

## **Article 10 Seniority**

- 10:01** An employee shall be considered to be a probationary employee and shall have no seniority until the employee has provided continuous service for a period of ninety (90) days. The Fund may terminate the employment of a probationary employee without just cause. The Fund may extend the probation period for up to a further ninety (90) days, provided it informs the employee, in writing, of its intention to do so, with a copy to the Union. If a probationary employee successfully completes his probationary period, his seniority shall date from the date of hire.
- 10:02** The seniority of an employee shall be completely lost and his employment with the Fund shall end, subject to any bridging provisions, upon the occurrence of any of the following events:
- (a) an employee is dismissed for just cause and is not reinstated in accordance with the provisions of this Collective Agreement;
  - (b) an employee resigns voluntarily;
  - (c) an employee is laid off for a period in excess of twenty-four (24) months;

- (d) if following layoff, an employee fails to return to work within ten (10) working days after receiving notice by registered mail sent to his last recorded address, except for good and sufficient reasons.
- 10:03** If a bargaining unit member accepts an excluded position, then the trial period shall not exceed six (6) months, or the employee loses his/her seniority rights under the Collective Agreement.
- 10:04** The Fund shall maintain a seniority list showing the date upon which each employee's service commenced. A copy of the seniority list shall be posted on all bulletin boards and sent to the Union and shall be updated annually by the Fund.
- 10:05** Seniority shall accrue while on Maternity Leave and/or Parental Leave.

### **Article 11 Grievance Procedure**

- 11:01** The parties to this Collective Agreement recognize the desirability for prompt resolution of grievances through an orderly process without stoppage of work or refusal to perform work.  
  
A grievance is defined as a complaint in writing concerning:
  - (a) the application, interpretation, or alleged violation of an Article of this Collective Agreement, or a signed Memorandum of Understanding, or a signed Memorandum of Collective Agreement between the parties;
  - (b) the dismissal, suspension, demotion or written reprimand of an employee.

The above categories of grievances can be processed up to Step 3 of the grievance procedure.
- 11:02** An employee or the Union shall file a grievance within ten (10) working days of the occurrence of the event or matter, giving rise to the grievance in the following manner:

## (a) Step 1

The employee concerned or the Union shall submit a grievance in writing to the Supervisor who shall reply in writing within ten (10) working days after receipt of the grievance.

## (b) Step 2

Failing a settlement at Step 1, the employee or the Union shall, within five (5) days, submit the grievance in writing to the Manager, who shall render a decision in writing within fifteen (15) working days after receipt of the grievance.

## (c) Step 3

Failing a satisfactory settlement at Step 2, and if the Union or the Employer wish the matter to be finally determined, the Union or the Employer shall refer the grievance to arbitration within ten (10) working days of the Manager's decision.

**11:03** If an employee or the Union fails to initiate or process a grievance within the prescribed time limits, the grievance will be deemed to be abandoned and all rights of recourse to the grievance procedure for that particular grievance shall be at an end. If management fails to reply to a grievance within the prescribed limits, the employee or the Union shall process the grievance to the next step. Either party may request an extension of the time limits providing such extensions are requested prior to the expiry of the time allowed. An extension, if requested, shall not be unreasonably withheld.

## **Article 12 Arbitration**

**12:01** Where a grievance is to be referred to arbitration, the following procedure shall apply:

- (a) the party referring the grievance shall give notice to the other party indicating that it intends to refer the matter to arbitration and giving the name and address of its appointee to the arbitration board;

- (b) within five (5) working days after receipt of such notice, the other party shall respond by indicating the name and address of its appointee to the arbitration board;
- (c) the two appointees so selected shall, within ten (10) working days after receipt of notice of the appointment of the second of them, appoint a third person who shall be the chairperson of the arbitration board;
- (d) if the recipient of the notice fails to name an appointee or if the two appointees fail to agree upon a chairperson within ten (10) working days, the appointment may be made by the Chief Justice for the Province of Manitoba, or in his/her absence the Chief Justice of the Court of Queen's Bench upon request of either party.

**12:02** The arbitration board is to be governed by the following provisions:

- (a) the arbitration board shall hear and determine the subject of the grievance and shall issue a decision which is final and binding upon the parties and upon any employee affected by it;
- (b) the decision of a majority is the decision of the arbitration board; but if there is no majority, the decision of the chairperson governs;
- (c) each of the parties shall pay one-half of the remuneration and expenses of the chairperson or the arbitration board, and each party shall pay the remuneration and expenses of its nominee;
- (d) the board shall determine its own procedure, but shall give full opportunity to all parties to present evidence and make representations;
- (e) the board shall not have the power to alter, add to, delete from, or amend any of the provisions of this Collective Agreement;

- (f) the arbitrators shall, after notice to the Fund, have access to the Fund's premises to view working conditions, machinery, or operations which may be relevant to the resolutions of a grievance;
- (g) the board shall have jurisdiction to determine whether a grievance is arbitrable.

**12:03** Nothing herein shall prohibit the parties from agreeing to a single arbitrator. If the parties so agree, the provisions of the Article relating to an arbitration board shall apply mutatis mutandis to the single arbitrator.

### **Article 13 Acting Status**

**13:01** Where an employee employed in one position temporarily takes over the responsibilities of another position having a higher grade of pay, and provided the employee takes over and continues to perform for ten (10) or more consecutive working days the duties and responsibilities of that other position, the employee shall be appointed temporarily to that other position with acting status and shall be paid at the rate of pay for that other position from the date of taking over the duties and responsibilities of that other position until the temporary appointment is revoked; and upon the temporary appointment being revoked the employee shall, unless the employee is appointed or promoted to another position, revert to the employee's original position and be paid at the rate of pay for the original position that the employee would be paid if the employee had never held the temporary appointment.

If the position to which the employee is temporarily appointed is subject to a salary range, the employee will be placed at a point in the range which is, if possible, at least one full increment more than the rate of pay which the employee was being paid in the former position.

### **Article 14 Personnel Selection**

**14:01** The Fund shall bulletin vacant or new positions internally for ten (10) days before commencing selection procedures.

**14:02** The Fund may advertise externally simultaneously to the internal bulletin procedure.

- 14:03** The Fund shall give prior and preferential consideration to qualified employee applicants from within the Fund for all vacant or new positions.
- 14:04** Simultaneously with bulletining vacant or new positions in accordance with clause :01, the Fund shall send a copy of such bulletin by registered mail to employees on the recall list kept by the Fund.
- 14:05** The selection of employees for vacant or new positions shall be on the basis of qualifications, ability, prior work record, and seniority. Where qualifications, ability and prior work record are relatively equal, seniority shall be the determining factor.
- 14:06** An employee who is notified that the employee is an unsuccessful applicant for a vacant position shall be supplied with the reasons for non-acceptance within ten (10) days of making written request to the Manager. Such a request shall be made within ten (10) days of receipt of the notification that the employee was an unsuccessful applicant.
- 14:07** Where the employee is promoted to another position, the employee shall be paid at a rate of pay set out for that position in the wage schedule contained in Appendix "A" that is, if possible, one full increment more than the rate of pay the employee was being paid in the former position.
- 14:08** Where an employee is moved from one position to another or within the Fund, the Manager will endeavour to move the employee to the new position within thirty (30) days of the employee's appointment or within one (1) week of obtaining a replacement for the employee, whichever is earlier.
- 14:09** Bulletins for vacant or new positions within the Fund shall be posted in an area readily accessible to all staff at any time of the day or night. The Fund will endeavour to provide the Union with a copy of all bulletins issued.
- 14:10** Where, as a result of a reorganization of department or part of a department an employee's work headquarters is moved from one (1) city or town to another city or town requiring a change of residence by the employee, the employee shall be given notice of the move three (3) months in advance of the date upon which the move of the employee is to be effected. Such notice shall be provided in writing to the employee by the Fund authority.

### **Article 15    Disciplinary Action**

- 15:01** Article 15 does not apply to probationary employees. An employee other than a probationary employee shall only be disciplined or dismissed for just cause.
- 15:02** A meeting may be held with an employee prior to making a determination to suspend or dismiss an employee. The employee has the option to have a representative present.
- 15:03** Where disciplinary action has been taken, the employee shall be advised in writing of the disciplinary action and the circumstances and actions which made the disciplinary action necessary.
- 15:04** An employee may grieve any disciplinary action according to the grievance procedure.
- 15:05** The person or committee to whom a grievance is made may:
- (a) uphold the disciplinary action; or
  - (b) vary the disciplinary action; or
  - (c) determine that no disciplinary action is warranted and remove any document pertaining to the disciplinary action from the employee's file.
- 15:06** No notice or payment in lieu thereof is required where an employee is dismissed.
- 15:07** Any documents on an employee's file which was used for disciplinary action, against that employee, shall only be placed on file for a two (2) year period, providing that there has not been a reoccurrence of a similar incident. Such material shall be removed and discarded.

### **Article 16    Hours of Work**

- 16:01** The hours of work for all employees covered by this Collective Agreement shall be thirty-six and one-quarter (36 ¼) hours per week and seven and one-quarter (7 ¼) consecutive hours per work day, exclusive of meal periods. Normal office hours shall be Monday to Friday and normal office hours shall be 8:15 a.m. to 4:30 p.m. Any changes in the Hours of Work shall be done in consultation with the Union.

- 16:02** Employees shall be entitled to an unpaid meal period of forty-five (45) minutes per day at such time as may be specified by the Fund. An employee may elect to take an unpaid meal period of sixty (60) minutes, provided that he performs seven and one-quarter (7 ¼) consecutive hours of work as provided in clause :01.
- 16:03** Employees shall be entitled to two (2) paid rest periods of fifteen (15) minutes each per day at such time as may be specified by the Fund.

### **Article 17 Overtime**

- 17:01** Article 17 is applicable to employees other than Business Loans Consultants I and II, Fish Loans Field Officer I and II, and Paralegal. The Fund may require an employee to work overtime.
- 17:02** An employee who is required to work overtime on a regular work day is entitled to compensation at time and one-half (1 ½ x) for all overtime worked in excess of seven and one-quarter (7 ¼) hours in a day.
- 17:03** An employee who is required to work on his first day of rest shall receive compensation at time and one-half (1 ½ x) for the first four (4) hours and double time (2x) thereafter.
- 17:04** An employee who is required to work on his second day of rest shall receive compensation at double time (2x) for all time worked. Second in this context means the second day of rest in the employee's work week.
- 17:05** An employee, if called out or scheduled to work additional hours, shall receive for the work a minimum payment equivalent to three (3) hours at the applicable overtime rate provided that the period of overtime worked by the employee is not contiguous to his scheduled working hours. A meal break shall not be regarded as affecting contiguity.
- 17:06** At the employee's option, overtime shall be compensated by paying the employee for all time worked at the applicable rate or by granting the employee equivalent time off in lieu thereof.
- 17:07** All time off in lieu thereof shall be granted at a time mutually agreeable to the employee and the Manager or designate.
- 17:08** This provision does not apply to those employees who receive compensatory time off pursuant to Article 18.

### **Article 18    Compensatory Leave**

- 18:01** The Fund may require an employee to work beyond his normal hours of work.
- 18:02** When an employee has been designated to work overtime by the Manager or designate, the employee may receive time off without loss of pay at the rate of one (1) hour for each hour worked in excess of seven and one-quarter (7 ¼) hours in a day or thirty six and one-quarter (36 ¼) hours in a week.
- 18:03** At the option of the Manager, accumulated compensatory leave may be granted on the basis of either:
- (a) equivalent time off without loss of pay to be taken at a time determined by the manager after consultation with the employee;
  - or
  - (b) payment at straight time hourly rates.
- 18:04** Where arrangements under clause :03 are not made within one (1) year from the start of the bi-weekly pay period in which the additional hours were worked, the employee shall receive payment at straight time hourly rates based upon the rate of pay the employee was receiving at the time the hours were worked.

### **Article 19    Term Employees**

- 19:01** Where the employment of a term employee terminates at the end of a specific term of employment, then:
- (a) the Fund shall not be required to give any notice or payment in lieu thereof;
  - (b) the employee shall not be required to give any notice of resignation.
- 19:02** Where a term employee is laid off, then the following shall apply:
- (a) if the layoff is at the end of a specific term of employment, no notice of layoff is required;

- (b) if the layoff is prior to the end of specific term of employment, an employee will receive written notice prior to the layoff or granted payment in lieu thereof based on the following:
- four (4) weeks' notice to an employee with one (1) or more years of full-time continuous service, or
  - two (2) weeks' notice to an employee with less than one (1) year of full-time continuous service.

**19:03** An employee appointed to a term position shall be informed in writing as to the duration of the term. Failure to comply with the foregoing shall not in itself negate the employee's status as a term employee. Training for an employee appointed to a term position may be limited at the discretion of the Fund.

**19:04** Where a term employee is employed in the same position for a period of six (6) months and laid off, that person shall be available for recall to that position. That person shall have recall rights for a period of two (2) years.

## **Article 20    Layoffs**

**20:01** In the event of layoffs, senior employees shall be allowed to displace (bump) junior employees in the same classification or other classifications, provided that the senior employees are qualified and able to perform the duties of the employees being displaced and that a period of familiarization be allowed to those displacing other employees be negotiated.

If minimal training is required, then it shall be the responsibility of the Fund to provide the same.

That laid off employees shall be placed on a re-employment list for twenty-four (24) months.

The written notice shall provide as much information as is possible, as to the reason for layoff, names, address, telephone number, classifications of each individual, and seniority.

- 20:02** Employees who are laid off shall be placed on a recall list. Employees placed on the recall list shall be called back in the reverse order of layoff in the classification from which the employee was laid off.
- 20:03** Where the layoff(s) of employees are necessary, the Employer shall notify the Union not less than sixty (60) days prior to the date of the layoff(s).
- 20:04** During the life of this Collective Agreement, both parties shall meet to explore all options available, to try to maintain employment prior to any layoffs.

### **Article 21 Severance Pay**

- 21:01** Employees with ten (10) or more years of accumulated service whose services are terminated as a result of retirement, in accordance with the pension plan, or death, shall be paid, or to the employee's estate in the event of death, severance pay in the amount of one week's pay for each year of accumulated service or portion thereof, but the total amount of severance pay shall not exceed fifteen (15) weeks' pay.
- 21:02** Where an employee fails to accrue ten (10) years' accumulated service as a result of retirement, or death the employee shall be paid, or to the employee's estate in the event of death, severance pay on the basis of ten (10) weeks' pay multiplied by the factor of the number of months accumulated service completed in his tenth year divided by twelve (12) months.
- 21:03** Employees with three (3) or more years of continuous employment whose services are terminated as a result of permanent layoff shall be paid severance pay in the amount of one week's pay for each complete year of continuous employment or portion thereof, but the total amount of severance pay shall not exceed twenty-two (22) weeks' pay.
- 21:04** The rate of pay referred to in this Article shall be determined on the basis of the last hourly rate of pay, excluding allowances, which was in effect for the employee at the time of retirement, permanent layoff, or death.
- 21:05** For purposes of interpretation, the severance pay to be paid shall be based on an average of the normal hours of work over the fiscal year.

## Article 22 Vacation

**22:01** For purposes of this Collective Agreement, a vacation year is the period beginning on the first day of April and ending on the thirty-first day of March next following.

**22:02** Employees shall earn vacation leave credits on the following basis:

- (a) employees who have completed less than two (2) years' service, one and one-quarter ( $1 \frac{1}{4}$ ) working days per complete month of service in each vacation year to be taken in the vacation year following the year in which the vacation is earned.
- (b) commencing from the beginning of the vacation year in which two (2) years of service will be completed, one and two-thirds ( $1 \frac{2}{3}$ ) working days per complete month of service in each vacation year to be taken in the year in which three (3) years of service are completed and yearly thereafter.
- (c) commencing from the beginning of the vacation year in which nine (9) years of service will be completed, two and one-twelfth ( $2 \frac{1}{12}$ ) working days per complete month of service in each vacation year to be taken in the year in which ten (10) years of service are completed and yearly thereafter;
- (d) commencing from the beginning of the vacation year in which nineteen (19) years of service will be completed, two and one-half ( $2 \frac{1}{2}$ ) working days per complete month of service in each vacation year to be taken in the year in which twenty (20) years of services are completed and yearly thereafter;
- (e) notwithstanding subsections (a), (b), (c), and (d), employees terminating in their second (2nd) year of service shall have their vacation leave credits cashed out at the rate of one and one-quarter ( $1 \frac{1}{4}$ ) days per complete month of service, and employees terminating in their ninth (9th) year of service shall have their

vacation leave credits cashed out at the rate of one and two-thirds ( $1\frac{2}{3}$ ) days per complete month of service, and employees terminating in their nineteenth (19th) year of service shall have their vacation leave credits cashed out at the rate of two and one-twelfth ( $2\frac{1}{12}$ ) days per complete month of service.

**22:03** An employee appointed on the first working day of the month shall accumulate vacation credits from that date. An employee appointed on any working day other than the first working day of the month shall accumulate vacation credits from the first of the month following the date of employment.

**22:04** When computing vacation leave:

- (a) any fraction of a day equal to or greater than one-half ( $\frac{1}{2}$ ) shall be computed as a half day; and,
- (b) any fraction of a day less than one-half ( $\frac{1}{2}$ ) shall be computed as nothing.

**22:05**

- (a) With the exception of the conditions referred to in subsection (b), vacation leave may not be taken in advance of when it is earned.
- (b) With the approval of the Manager, vacation leave up to a maximum of five (5) working days may be granted in advance to an employee in his first twelve (12) months of continuous service.
- (c) Where operational requirements permit, vacation leave may be taken subject to the approval of the Manager.
- (d) The Manager may authorize vacation to commence on any day.
- (e) Subject to subsections (b) and (f), vacation leave shall be taken in the vacation year following the vacation year in which it is earned.
- (f) The Manager may authorize that vacation leave be carried forward to the next following year to supplement the vacation period in that year, but in no case will a vacation carry-over be allowed which comprises more than one previous year's vacation entitlement.

- (g) The Manager may authorize an employee to take vacation leave in two (2) or more periods.
- (h) The Manager, if he finds it necessary, may require an employee to take vacation leave in two (2) or more periods. Normally any such periods shall not be less than one (1) week in length.

- 22:06** Where the Manager has been unable to schedule part or all of an employee's vacation within the vacation year and as a result finds it necessary to restrict the whole or part of the vacation leave of an employee, the Manager may authorize payment in lieu of vacation. Such pay shall not be subject to deduction of pension fund contributions or life insurance contributions. An employee whose vacation leave has been restricted may, in lieu of receiving such pay, elect to carry over such vacation leave to the following year.
- 22:07** Subject to the requirements of personnel in the work unit, vacation leave shall be rotated regardless of seniority of employment.
- 22:08** Where, for any reason other than death, an employee leaves the Fund after having been granted more vacation leave than the employee has earned in accordance with this Collective Agreement, the employee shall repay to the Fund all salary paid for such excess period of leave.
- 22:09** Where an employee dies, the employee's estate shall receive the employee's accumulated vacation credits.
- 22:10** Where an employee is absent on leave without pay for a period of one (1) month or a portion thereof greater than one-half ( $\frac{1}{2}$ ), vacation leave credits shall no longer accumulate.

### **Article 23    Holidays**

- 23:01** (a) The following holidays shall be observed:
- |                |                       |
|----------------|-----------------------|
| New Year's Day | Labour Day            |
| Good Friday    | Thanksgiving Day      |
| Easter Monday  | Remembrance Day       |
| Victoria Day   | Christmas Day         |
| Canada Day     | Boxing Day            |
| Civic Holiday  | <b>Louis Riel Day</b> |

Any other holiday proclaimed by Federal or Provincial Statute.

- (b) Where any of the holidays fall on a Saturday or Sunday, the holiday shall be observed on the following Monday.

Where holidays fall on both Saturday and Sunday, the holidays shall be observed on the following Monday and Tuesday.

**23:02** (a) The Fund office shall be closed at one o'clock in the afternoon on December 24th when that day falls on Monday through Friday. This day shall be considered a full working day for purposes of calculation.

- (b) Where the Manager requires an employee to work a regular work day on December 24th when that day falls on Monday through Friday inclusive, such employee shall be entitled to one-half ( $\frac{1}{2}$ ) day of compensatory leave with pay to a maximum of four (4) hours.

- (c) An employee who leaves the service and has not received the compensatory leave to which he was entitled under subsection (b) shall be entitled to receive one-half ( $\frac{1}{2}$ ) day's pay in lieu thereof.

**23:03** An employee is entitled to his regular pay for a holiday on which the employee does not work provided the employee:

- (a) did not fail to report for work after having been scheduled to work on the day of the holiday;
- (b) has not absented his/herself from work without the consent of the Manager on the regular working day immediately preceding or following the holiday unless the absence is by reason of established illness.

**23:04** Notwithstanding :03 (b), an employee who is on an approved leave of absence without pay at the time of the holiday shall be entitled to receive his regular pay for the holiday provided that the employee received pay for part or all of each day of at least fifteen (15) days during the thirty (30) calendar days immediately preceding the holiday.

**23:05** If an employee who is not entitled to pay for a holiday that falls on a regular working day for reasons as outlined in section :03 does work on the holiday, the employee shall be paid wages equivalent to one and one-half (1 ½x) times his regular rate for the time worked on that date.

Subject to section :03 where the wages of an employee vary from day to day, the pay for a holiday on which the employee has not worked shall be equivalent to the employee's average daily earnings exclusive of overtime for the days on which the employee worked during the twenty (20) working days immediately preceding the holiday.

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

#### **Article 24 Workers Compensation**

**24:01** Where an employee is unable to return to his/her position of employment because he/she is physically or mentally unable to carry out the former duties, then the Employer in consultation with the Union, shall endeavor to place such employee in a comparable job and/or provide training and assistance that may enable the affected employee to acquire another job within the Fund.

**24:02** When an employee is unable to work and is in receipt of Workers Compensation allowance as a result of an injury incurred in the course of his duties, the employee may elect to be paid an additional amount which when combined with the compensation allowance shall ensure the maintenance of gross salary. Such additional amount shall be chargeable to the employee's sick leave credits accrued at the time the employee commenced receipt of Workers Compensation allowances, and such additional payments shall be payable until the employee's accrued sick leave credits have been exhausted.

**24:03** Where an employee is absent due to injuries or disabilities for which compensation is paid under The Workers Compensation Act, vacation leave shall accumulate as if the employee was not absent, but the extent of such accumulation shall not continue beyond twelve (12) consecutive calendar months from the date the injury or disability occurred.

**24:04** Where an employee is injured on the job and is required to leave for medical treatment and/or is sent home by management due to the

injury, the employee shall incur no loss in regular pay and benefits for the day on which the accident occurs.

- 24:05** 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 Fund if it is not covered by a medical plan.

### **Article 25 Bridging of Service**

- 25:01** A regular employee who resigns as a result of the employee's decision to raise a dependent child or children and is re-employed shall, upon written notification to the Manager, be credited with the length of service accumulated up to the time of resignation for the purposes of sick leave and long service vacation entitlement benefits as defined in this Collective Agreement and based on service seniority.

The following conditions shall apply:

- (a) the employee must have accumulated at least four (4) years of continuous service at the time of resigning;
- (b) the resignation itself must indicate the reason for resigning;
- (c) the break in service shall be for no longer than six (6) years and during the time the employee must not have been engaged in remunerative employment for more than three (3) months;
- (d) the previous length of service shall not be reinstated until successful completion of the probationary period;
- (e) upon successful completion of the probationary period, the employee will be credited with the accumulated sick leave credits at the time of the resignation up to a maximum of twenty-six (26) days of credit.

### **Article 26 Maternity Leave**

- 26:01** An employee who qualifies for Maternity Leave may apply for such leave in accordance with either Plan A or Plan B, but not both.

**26:02 Plan A**

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

- (a) have completed nine (9) continuous months of employment for or with the Fund;
- (b) submit to the Manager an application in writing for leave under Plan A at least four (4) weeks before the day specified by her in the application as the day on which she intends to commence such leave; and
- (c) provide the Manager with a certificate of a duly qualified medical practitioner certifying that she is pregnant and specifying the estimated date of her delivery.

**26:03** An employee who qualifies is entitled to and shall be granted Maternity Leave without pay consisting of:

- (a) a period not exceeding seventeen (17) weeks plus an additional period equal to the period between the date of delivery specified in the certificate mentioned in section :02 (c); or
- (b) a period of seventeen (17) weeks plus an additional period equal to the period between the date of delivery specified in the certificate mentioned in section :02 (c) and the actual date of delivery if delivery occurs after the date mentioned in that certificate;
- (c) the Manager may vary the length of Maternity Leave upon proper certification by the attending physician.

- 26:04**
- (a) An employee who has been granted Maternity Leave shall be permitted to apply up to a maximum of ten (10) days of her accumulated sick leave against the Employment Insurance waiting period.
  - (b) Should the employee not return to work following her Maternity 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 Fund 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.

**26:05 Plan B**

Effective the latter of:

- (a) the semi-monthly pay period following the date of signing; or
- (b) the date of Supplementary Unemployment Benefit Plan (SUB) is approved for implementation by the Canada Employment and Immigration Commission (C.E.I.C.) and limited to Maternity Leaves commencing on or after that date, the provisions of Plan B will come into effect.

**26:06** In order to qualify for Plan B, a pregnant employee must:

- (a) have completed nine (9) continuous months of employment for or with the Fund;
- (b) submit to the Manager an application in writing for leave under Plan B at least four (4) weeks before the day specified by her in the application as the day on which she intends to commence such leave;
- (c) provide the Manager with a certificate of a duly qualified medical practitioner certifying that she is pregnant and specifying the estimated date of her delivery;
- (d) provide the Manager with proof that she has applied for Employment Insurance benefits and that the C.E.I.C. has agreed that the employee has qualified for and is entitled to such Employment Insurance benefits pursuant to section 30, Unemployment Insurance Act, 1971.

**26:07** An applicant for Maternity Leave under Plan B must sign an agreement with the manager providing that:

- (a) she will return to work and remain in the employ of the Fund on a full-time basis for at least six (6) months following her return to work; and
- (b) she will return to work on the date of the expiry of her Maternity Leave unless this date is modified by the Manager; and
- (c) should she fail to return to work as provided under (a) and/or (b) above, she is indebted to the Fund for the full amount of pay received from the Fund as a maternity allowance during her entire period of Maternity Leave.
- (d) should she return to work as provided above but fail to complete her return service commitment, she is indebted to the Fund 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.

**26:08** At the employee's request, the Manager may authorize an employee who has received Maternity Leave under Plan B to return to work on a part-time basis for a period of twelve (12) months.

**26:09** An employee who qualifies is entitled to a Maternity Leave consisting of:

- (a) a period not exceeding seventeen (17) weeks if delivery occurs on or before the date of delivery specified in the certificate mentioned in section :06(c); or
- (b) a period of seventeen (17) weeks plus an additional period equal to the period between the date of delivery specified in the certificate mentioned in section :06 (c) and the actual date of delivery, if delivery occurs after the date mentioned in that certificate;
- (c) the Manager may vary the length of Maternity Leave upon proper certification by the attending physician.

- 26:10** During the period of Maternity Leave, an employee who qualifies is entitled to a Maternity Leave allowance in accordance with the SUB plan as follows:
- (a) for the first two (2) weeks an employee shall receive ninety-three percent (93%) of her weekly rate of pay;
  - (b) for up to a maximum of fifteen (15) additional weeks, payments equivalent to the difference between the Employment Insurance benefits the employee is eligible to receive and ninety-three percent (93%) of her weekly rate of pay;
  - (c) all other time as may be provided under section :09 shall be on a leave without pay basis.
- 26:11** Plan B shall apply to part-time employees.
- 26:12** During the period of Maternity Leave, benefits will not accrue. However, the period of Maternity Leave will count as service towards eligibility for long service vacation and long service sick leave entitlement. The application of this section is limited to Maternity Leaves commencing on and after the start date of the Collective Agreement is effective.
- 26:13** Where an employee's anniversary date falls during the period of Maternity Leave under Plan A or B, the employee shall be eligible to receive a merit increase effective the date upon which she returns to her position of employment.
- 26:14** Subsection 52 through 57 inclusive of The Employment Standards Act respecting Maternity Leave shall apply mutatis mutandis.

## **Article 27 Paternity Leave**

- 27:01** A male employee shall be granted one (1) day's leave with pay to attend to needs directly related to the birth of his child. At the employee's option, such leave shall be granted on the day of or the day following the birth of his child or the day of his wife's admission to or discharge from hospital.
- 27:02** Recognizing that employees serving in smaller communities face different needs related to prenatal or post natal care, a male employee

shall be entitled to use three (3) sick leave days to attend to needs directly related to the birth of his child.

### **Article 28 Parental Leave**

- 28:01** In order to qualify for Parental Leave, an employee must;
- (a) be the natural mother of a child; or
  - (b) be the natural father of a child or he must assume actual care and custody of his newborn child; or
  - (c) adopt a child under the law of a province.
- 28:02** An employee who qualifies under :01 must:
- (a) have completed nine (9) continuous months of employment; and
  - (b) submit to the Employer an application in writing for Parental Leave at least four (4) weeks before the day specified in the application as the day on which the employee intends to commence the leave.
- 28:03** An employee who qualifies in accordance with :01 and :02 is entitled to Parental Leave without pay for a continuous period of up to seventeen (17) weeks.
- 28:04** Subject to Section :05, 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.
- 28:05** Where an employee takes Parental Leave in addition to Maternity Leave, the employee must commence the Parental Leave immediately on expiry of the Maternity Leave without a return to work unless otherwise approved by the Employer.

### **Article 29 Adoptive Parent Leave**

- 29:01** An employee shall be entitled to three (3) days sick leave to attend to needs directly related to the adoption of a child. At the employee's option, such leave shall be granted on the day of or the day following the adoption.

### Article 30 Sick Leave

- 30:01** It is agreed by both parties that earned sick leave entitlement shall be granted by the Fund to an employee who is unable to be at work and perform his regular duties as a result of illness or injury and who complies with the provisions of this Article.
- 30:02** The sick leave to which an employee is entitled shall accumulate:
- (a) during the first four (4) years of service at the rate of one-half ( $\frac{1}{2}$ ) working day per bi-weekly period; and
  - (b) after the first four (4) years of service at the rate of one (1) working day per bi-weekly period.
- 30:03** Subject to section :04 and :05, sick leave shall not accumulate beyond two hundred and eight (208) working days.
- 30:04** The Fund may grant in addition to the sick leave accumulated under this Collective Agreement:
- (a) to an employee who has been employed for not less than ten (10) years but less than fifteen (15) years and who has been granted not more than two hundred and eight (208) working days of sick leave with pay during his years of service, an additional period of sick leave with pay, which additional sick leave will increase the total sick leave for all employee's years of service to not more than two hundred and twenty-eight (228) working days;
  - (b) to an employee who has been employed for not less than fifteen (15) years but less than twenty (20) years and who has been granted not more than two hundred and twenty-eight (228) working days of sick leave during his years of service, an additional period of sick leave with pay, which additional sick leave will increase the total sick leave for all the employee's years of service to not more than two hundred and fifty-six (256) working days; and
  - (c) to an employee who has been employed for not less than twenty (20) years and who has been granted not more than two hundred

and fifty-six (256) working days of sick leave during his years of service, an additional period of sick leave with pay, which additional leave will increase the total sick leave for all the employee's years of service to not more than two hundred and ninety-six (296) working days.

- 30:05** With the approval of the Manager, additional sick leave with pay may be granted over and above an employee's accumulated sick leave and additional sick leave granted under section :04.
- 30:06** An employee who has been absent on sick leave with pay upon returning to work shall continue to accumulate sick leave up to a maximum of two hundred and eight working days in accordance with Section :02
- 30:07** An employee appointed on the first working day of a month or on the first working day after the fourteenth (14th) of the month shall be eligible to accumulate sick leave credits from that date. An employee appointed on any date other than the first working day of a month or the first working day after the fourteenth (14th) of the month shall be eligible to accumulate sick leave credits from the first working day of the month or the first working day after the fourteenth (14th) of the month following the date of appointment, whichever occurs first.
- 30:08** A new employee may be granted sick leave in advance of it being earned during the first six (6) months of service provided that the amount advanced, when combined with credits already accumulated, does not exceed five (5) working days. If an employee who has used more sick leave than has been earned has his services terminated for any other reason other than layoff or death, the salary overpayment resulting from the use of unearned sick leave shall be recovered by the Fund.
- 30:09** Sick leave shall not accumulate during periods when an employee is:
- (a) absent on sick leave and/or absent on Workers Compensation for a period of more than ten (10) consecutive working days; or
  - (b) absent without leave; or
  - (c) absent on leave without pay.

Subsections (b) and (c) are to apply where the period of absence is greater than one-half of the semi-monthly period.

- 30:10** Where an employee is to be absent because of illness or injury, the employee shall endeavour to notify his manager or designate of the absence due to illness or injury at least one (1) hour prior to and not more than thirty (30) minutes after the normal hour of beginning work or as soon thereafter the normal hour of beginning work or as soon thereafter as the means of communication permit.
- 30:11** An employee who has been absent because of illness or injury for a period of more than three (3) consecutive working days shall forthwith furnish, when requested by the Manager at any time during or after this period of illness or injury, a medical certificate or sworn statutory declaration acceptable to the Manager that the employee is or was unable to be present at work because of the illness or injury. Where an employee fails to produce a medical certificate or sworn statutory declaration acceptable to the Manager, the employee shall not be entitled to be paid for the period of absence.
- 30:12** An employee who has been absent because of illness or injury for a period of three (3) working days or less may be required to furnish when requested by the Manager either a medical certificate or a sworn statutory declaration as required under section :11. Failure to produce a certificate or statutory declaration acceptable to the Manager will result in a loss of pay for the period of absence.
- 30:13** Where an employee has been absent for a period of three (3) working days or less because of illness or injury, the employee shall complete and submit a return on a form as required by the Fund.
- 30:14** Where an employee becomes ill or is seriously injured during the period of the employee's scheduled annual vacation, the Manager may grant sick leave and credit the employee with alternate days' vacation equivalent to the number of days approved sick leave providing the illness or serious injury is over three (3) days and may require hospitalization. The employee will be responsible to provide proof of illness or injury acceptable to the Manager.
- 30:15** **Effective April 1, 2011, time off for medical and dental examinations or treatments, including reasonable travel time, shall be granted to employees and such time off shall be chargeable against the employees accumulated sick leave credits.**

- (a) Whenever possible, appointments are to be made at a time which is least disruptive to CEDF Operations.
- (b) Should it be necessary for an employee to attend a Doctor or Dentist outside of their community by reason of non-availability of service in their community, the employee shall be allowed up to one (1) day off with pay, to the extent that sick leave credits have been accumulated, for the time necessary to attend such appointment to the nearest point of available service. Employees residing north of the 53rd parallel shall be allowed up to two (2) days off with pay.

### Article 31 Compassionate Leave

- 31:01** An employee shall be entitled to compassionate leave for three (3) working days without loss of salary in the event of the death of a member of an employee's immediate family. Immediate family is defined as father, mother, brother, sister, spouse, child or ward of employee, common-law spouse, same sex partner, step or foster parents, grandparent, or relative permanently residing in the employee's household or with whom the employee permanently resides. In no cases would an employee qualify for more than one spouse, two parents, or four grandparents.
- 31:02** An employee shall be entitled to compassionate leave of one (1) working day without loss of salary in the event of the death of an employee's son-in-law, daughter-in-law, brother-in-law, sister-in-law, mother-in-law, father-in-law, aunt, uncle, or grandchild.
- 31:03** An employee who is entitled to compassionate leave under sections :01 and :02 during his vacation leave shall receive vacation credits equal to the number of days of compassionate leave granted.
- 31:04** Provided an employee has not received compassionate leave for the death in question, an employee shall be entitled to compassionate leave up to a maximum of one (1) day without loss of salary for attending a funeral as a pallbearer.
- 31:05** An employee shall be entitled to additional compassionate leave or special leave up to a maximum of two (2) days without loss of salary requested for the purpose of attending a funeral at a distance.

**31:06** An employee shall be entitled to up to five (5) days of leave with pay in each fiscal year to be granted on the recommendation of the General Manager as follows and charged against the employee's sick leave credits:

- (a) the leave shall be for the purposes of attending to family responsibilities which are real, immediate, and unavoidable and which necessitate the employee's absence from work;
- (b) the family responsibilities of the employee could not reasonably be accommodated by some other person or in some other way or at some other time;
- (c) the amount of leave is intended to cover the period until appropriate alternative arrangements can be made.

**31:07** For purposes of the administration of Article 31 and Article 30 - Sick Leave, the parties hereto agree as follows:

Any leave which may be granted to an employee under Article 31:06 will be deducted from the employee's sick leave credits in the following sequence:

- (a) sick leave credits accumulated in previous years;
- (b) subject to paragraph (8), sick leave credits accumulated in the current year;
- (c) subject to paragraph (8), sick leave credits advanced to an employee pursuant to Article 30:08.

**31:08** An employee's sick leave accumulation will not be reduced to less than twelve (12) days per year as a result of the application of Article 31 of this Collective Agreement.

**31:09** An employee shall be entitled to use up to ten (10) days of sick leave per year to provide for the temporary care of that employee's children.

## **Article 32 Court Leave**

**32:01** An employee who is summoned for jury duty or who received a summons or subpoena to appear as a witness in a court proceeding,

other than a court proceeding occasioned by employee's own affairs, shall be granted a leave of absence with pay for the required period of absence and all jury or witness fees received by the employee shall be remitted to the Fund.

### **Article 33 Joint Consultation Committee**

**33:01** A Joint Consultation Committee will be established. The Committee shall consist of one (1) representative of the Fund and one (1) representative of the Union. Except by mutual agreement, this Committee shall meet once each month for the purpose of discussing matters of mutual concern and which either party considers appropriate for discussion by the Committee.

**33:02** The Committee may make recommendation to the Union and the Fund 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 the Collective Agreement. The Committee shall not supersede the activities of any Committee of the Union or the Fund, and it does not have the power to bind either the Union or its members or the Fund to its decisions or conclusions.

### **Article 34 Health and Safety**

**34:01** The Fund and the Union recognize that safety, accident prevention, and the preservation of health are of primary importance in all Fund operations and that these activities require the combined efforts of the Fund, employees, and the Union.

**34:02** The Fund will continue to provide its employees with safe working conditions, equipment, and materials, and will continue to ensure that all reasonable precautions are taken.

**34:03** The Union will continue to make every effort to obtain the cooperation of each employee within the bargaining unit in the observation of all reasonable safety rules, practices, and procedures.

**34:04** Every employee shall take all reasonable precautions and follow all reasonable safety rules, practices, and procedures in order to protect his or her safety and health or any other persons who may be affected by his or her acts or omissions at work.

**34:05** The parties recognize the importance of establishing a Workplace Health and Safety Committee to enhance the ability of employees and

managers to resolve health and safety concerns. It is recognized that the initiative in requesting the establishment of a Workplace Health and Safety Committee may come from management of the Fund, and/or the employees in the workplace and/or the Union.

- 34:06**
- (a) Each party shall elect or appoint its representative to a committee freely and without interference.
  - (b) Committee members shall have a term of office of one (1) year and members are eligible for re-election or re-appointment.
  - (c) Committees shall meet regularly at intervals to be determined by the Committee, but normally not less than once in each calendar quarter.
  - (d) Except for the calling of special meetings, there shall be at least seventy-two (72) hours' prior notice of the calling of Committee meetings.
  - (e) Efforts should be made to schedule Committee meetings, functions, or duties during the employees' work time, but if this is not possible, meetings may be held during an employee's off duty hours. An employee representative who is a member of a Workplace Health and Safety Committee and who is scheduled to meet during off duty hours shall be compensated at straight time rates or at the employee's option be granted time off in lieu for time spent in such meetings, functions, or duties.
  - (f) The Fund shall provide a prominent place where information relating to health and safety subjects may be posted. Information posted shall include:
    - (i) the names of the Committee members and their terms of office;
    - (ii) the scheduled meeting dates of the committee;
    - (iii) the agenda for each meeting;

- (iv) the minutes of the previous meeting;
- (v) informational and educational materials which have specific relevance to the safety and health of the employees in that workplace.

- (g) Minutes of all Committee meetings are required. Minutes shall consist of matters relating to the receipt and disposition of safety and health concerns. The minutes shall be signed by both representatives. Where there is disagreement as to the accuracy or content, either party may so note the disagreement and place their comments on the minutes prior to signing. When the minutes are signed by both representatives, the management representatives shall retain the original for the records of the Committee, forward a copy to the Workplace Safety and Health Division, post a copy as provided in subsection (i) above, and forward a copy to the other Committee member.
- (h) Any material addressed to the Committee shall be distributed as soon as practicable by the person receiving same to the other Committee member.

**34:07** The objective of Workplace Health and Safety Committees include:

- (a) assisting employees to identify, record, examine, evaluate, and resolve health and safety concerns in the workplace;
- (b) developing practical procedures and conditions to help achieve health and safety in the workplace;
- (c) promoting education and training programs to develop detailed knowledge of health and safety concerns and responsibilities in each individual workplace.

**34:08** Where a manager knows that any condition exists at a workplace that is unusually dangerous to the safety or health of an employee, the

supervisor shall not require or permit an employee to engage in, carry on, or continue to work in that workplace under that condition.

- 34:09** (a) Where an employee has reason to believe, and does believe, that a condition exists that is dangerous to his or her safety or health in the performance of his or her work, the employee shall report that condition to his or her manager.
- (b) The manager, upon being notified under (a) above, shall inspect the condition with the employee and discuss the employee's reasons for believing the condition to be dangerous. Where there is a health and safety committee at the workplace, the representatives may be asked to participate.
- (c) If the employee is unsatisfied with the manager's decision or if the manager refuses to inspect the condition, the employee shall contact in writing or by telephone the Workplace Health and Safety Division without delay.
- (d) If the employee refuses to work because of his or her belief that the condition is dangerous, the employee must be available to perform other work assigned.
- 34:10** Where an employee has refused to work in accordance with section :09, no other employee shall be assigned the particular work unless such employee is notified of the refusal and the reasons for the refusal, if known.
- 34:11** Nothing in this Article prevents the doing of any work or thing that may be necessary in order to remedy the dangerous condition described in sections :08 and :09.
- 34:12** Disciplinary action shall not be taken against an employee solely for the reason that the employee:
- (a) made a report under section :09; and
- (b) refused to work or continue to work under the conditions described under Section :09 provided a safety and health officer has reported in writing that the employee had reasonable and probable

grounds for believing that those conditions were dangerous to his or her safety or health.

**34:13** Where an employee wilfully takes unfair advantage of the provisions described in section :09, the employee may be subject to disciplinary action up to and including suspension or dismissal.

### **Article 35 Technological Change**

**35:01** The Fund and the Union recognize that technological change can offer significant improvements in the quality and quantity of services provided to the public.

**35:02** The Fund agrees that it will endeavour to introduce technological change in a manner which, as much as is practicable, will minimize the disruptive effects on services to the public and employees.

**35:03** Where the Fund intends to introduce technological change, the following procedure will be followed:

- (a) The Fund will provide the Union with one hundred and eighty (180) days' notice prior to the date the change is to be effective;
- (b) During this period, the parties will meet to discuss the steps to be taken to assist the employees who could be affected;
- (c) Where retraining is to be provided, it shall be provided during the employees' normal working hours, where possible;
- (d) At the request of either party, an on-site technological change implementation committee shall be established at the work location(s) affected. The Committee will consist of one (1) worker representative and one (1) management representative. The role of the Committee will be to facilitate the implementation of the technological change in a manner consistent with this Article.

**35:04** The provisions of this Article are intended to assist employees affected by technological change, and sections 83, 84 and 85 of The Labour Relations Act do not apply during the term of this Collective Agreement.

### **Article 36 Employee Performance Review and Employee Files**

- 36:01** The Fund and the Union agree that the good supervisory practices require the development and maintenance of comprehensive personnel performance files.
- 36:02** Upon written request of an employee, the employee's personnel file shall be made available for examination. Such examination shall be in the presence of the Manager or designate. The employee may choose to have a representative present.
- 36:03** Where a formal assessment of an employee's performance is made, the employee concerned shall be given an opportunity to sign the assessment form upon its completion to indicate that its contents have been read. Employees shall have the right to place their own comments on the form where such space is provided or to append their comments to the form where no space is provided. An employee shall, upon request, receive a copy of the assessment.

### **Article 37 Disposable Income Policies**

Articles 37:01 and 37:02

Both parties agree to increase as per GEMA

- 37:01** It is agreed that the conditions contained within the Collective Agreement listed below between the Government and The Manitoba Government and General Employees' Union will apply to employees of the Fund, except where otherwise specified in this Collective Agreement:
- (a) Remoteness Allowance, as in the Government Employees' Master Agreement.
  - (b) Travel and Related Expenses, Privately Owned Vehicles.
  - (c) Travel and Related Expenses, Meals and Miscellaneous Expenses.
  - (d) Dental Plan.
  - (e) Long-term Disability.
  - (f) Vision Care Plan.

(g) Health Spending Account

- 37:02** It is further agreed that any revision to the above plans shall apply simultaneously to employees of the Fund.
- 37:03** For the term of the current Collective Agreement, Communities Economic Development Fund is committed to follow the policies and procedures of the General Manual of Administration of the Government of Manitoba with respect to the relocation of any employees where such relocation is initiated by the Fund.

### **Article 38 Video Display Terminals**

- 38:01** A pregnant VDT Operator may request a job re-assignment for the period of pregnancy by forwarding a written request to the Manager along with a certificate from a duly qualified medical practitioner certifying she is pregnant. Upon receipt of the request, the Manager, where possible, will assign the VDT Operator to an alternate position and/or classification or to alternate duties within five (5) working days of the request. Where the Manager is unable to accomplish this, the Manager will notify the Union and the parties will meet without delay in an effort to resolve the matter.
- 38:02** Where an Operator is of the opinion that the work results in undue eye fatigue, the employee may request a review of the job duties. The Fund will endeavour to design the job of the Operator in a manner that will, wherever practicable, permit an Operator to be assigned at least ten (10) minutes of alternate duties during any two (2) hour period of continuous operation.

### **Article 39 Existing Rights and Custom**

- 39:01** The Fund agrees to implement any improvement in existing benefit plans, which are given or granted to employees performing similar functions in other locations, to employees covered by the Collective Agreement.

### **Article 40 Wages**

- 40:01** Wages and classifications shall be as set forth in Appendix "A" attached to and forming part of this Collective Agreement. It is understood that the Fund may, with the agreement of the Union, pay an employee more than the range provided for his or her classification.

### **Article 41 Term of Collective Agreement**

- 41:01** This Collective Agreement shall be for a period of three (3) years, commencing the 3rd day of March, **2009** to March 21, **2014**.
- 41:02** **Changes in Collective Agreement**
- Any changes deemed necessary in this Collective Agreement may be made by mutual agreement of both parties during the existence of this Collective Agreement.
- 41:03** **Notice of Renewal**
- Either party desiring to propose changes or amendments to this Collective Agreement shall, between the period of thirty (30) and ninety (90) days prior to termination date, submit a copy of the proposed changes to the other party.
- 41:04** Within ten (10) working days after receipt of such notice or such time as may be mutually agreed upon, the other party is required to enter into negotiations for renewal or revision of the Collective Agreement.
- 41:05** During the period required to negotiate a renewal, or revision and renewal of this Collective Agreement, the provisions of this Collective Agreement shall remain in full force and effect.

### **Article 42 Merit Increase**

- 42:01** (a) “Merit Increase” means an increase in the rate of pay an employee within the employee’s pay range which shall be granted in recognition of satisfactory service on the employee’s anniversary date.
- (b) The anniversary date of an employee, shall commence from the date of hire, and/or in the event of a promotion or transfer to a higher classification, the employee shall be eligible for the next merit increase twelve (12) months from the date of promotion or transfer.
- (c) An employee shall be eligible for a merit increase twelve (12) months from the employee’s established anniversary date.

- (d) The effective date for an employee's merit increase shall be the first day of the bi-weekly pay period which includes the employee's anniversary date.
- (e) Where a merit increase is not granted to an employee on the employee's anniversary date, the employee shall be notified in writing with the reasons on/or before the applicable anniversary date. The affected employee shall have recourse to the normal grievance procedure.

### **Article 43 Employee Assistance Program**

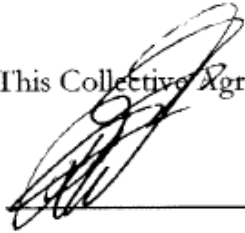
The Fund shall continue on with the current Manitoba Government "Employee Assistance Program", which shall be available for its employees and their immediate family members.

### **Article 44 Employees Working at Home**

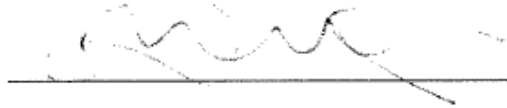
**44:01** The Fund may request "employees to work at home" rather than in an office environment. Where such a request has been made, the following conditions shall apply:

- (1) Request shall be made in writing, and agreeable by mutual consent of both parties.
- (2) If mutual consent is given, the Fund shall be responsible for all costs incurred, such as moving costs, providing set-up of all work related equipment, which would be ergonomically sound.
- (3) All provisions of the Collective Agreement between the Fund and the M.G.E.U. shall apply.

This Collective Agreement signed this 2nd day of September, 2011.



*On Behalf of the Communities  
Economic Development Fund*



*On Behalf of the Manitoba Government  
and General Employees' Union*



*On Behalf of the Communities  
Economic Development Fund*



*On Behalf of the Manitoba Government  
and General Employees' Union*

\_\_\_\_\_  
*On Behalf of the Communities  
Economic Development Fund*

\_\_\_\_\_  
*On Behalf of the Manitoba Government  
and General Employees' Union*

Wage Increases	0.00%	March 3/09-March 23/12
	2.75%	March 24/12
	2.00%	October 1/12 - Long Service Step
	2.75%	March 23/13





March 3, 2010-March 23, 2012	No change over two years	
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March 23, 2012 – September 30, 2012	1	2	3	4	5	6	7	8	Long Service Step
Clerk	29,691.05	30,305.79	30,920.51	31,535.24	32,149.95	32,764.69	33,379.41	33,994.15	
Accounting Clerk	36,724.96	37,513.00	38,301.05	39,089.09	39,877.12	40,665.17	41,453.21	42,241.28	
Accountant	43,141.72	44,339.71	45,537.71	46,735.71	47,933.72	49,131.68	50,329.68	51,527.70	
Administrative Secretary I	31,294.18	31,921.14	32,548.08	33,175.03	33,802.00	34,428.94	35,055.91	35,682.81	
Administrative Secretary II	35,572.02	36,331.86	37,091.62	37,851.41	38,611.21	39,371.01	40,130.79	40,890.61	
Paralegal	46,127.77	49,103.84	52,079.92	55,055.98	58,032.03	61,008.09	63,984.14	66,960.18	
Trainer/Loans Officer	37,232.67	38,410.45	39,588.20	40,765.96	41,943.73	43,121.47	44,299.24	45,477.02	
Business Loans Consultant I	46,377.46	47,957.55	49,537.65	51,117.76	52,697.83	54,277.94	55,858.02	57,438.13	
Business Loans Consultant II	58,675.21	60,830.35	62,985.50	65,140.68	67,295.81	69,450.96	71,606.13	73,761.29	
Fish Loans Field Officer I	43,394.17	45,718.04	48,041.88	50,365.76	52,689.60	55,013.48	57,337.35	59,661.22	
Fish Loans Field Officer II	49,698.75	52,151.26	54,603.97	57,056.24	59,508.73	61,961.24	64,413.74	66,866.24	



March 23, 2013 - March 23, 2014	1	2	3	4	5	6	7	8	<b>2.75 Increase</b>
									Long Service Step
Clerk	30,507.55	31,139.20	31,770.82	32,402.46	33,034.07	33,665.72	34,297.34	34,928.99	35,627.57
Accounting Clerk	37,734.90	38,544.61	39,354.33	40,164.04	40,973.74	41,783.46	42,593.17	43,402.92	44,270.98
Accountant	44,328.12	45,559.05	46,790.00	48,020.94	49,251.90	50,482.80	51,713.75	52,944.71	54,003.60
Administrative Secretary I	32,154.77	32,798.97	33,443.15	34,087.34	34,731.56	35,375.74	36,019.95	36,664.09	37,397.37
Administrative Secretary II	36,550.25	37,330.99	38,111.64	38,892.32	39,673.02	40,453.71	41,234.39	42,015.10	42,855.40
Paralegal	47,396.28	50,454.20	53,512.12	56,570.02	59,627.91	62,685.81	65,743.70	68,801.58	70,177.61
Trainer/Loans Officer	38,256.57	39,466.74	40,676.88	41,887.02	43,097.18	44,307.31	45,517.47	46,727.64	47,662.19
Business Loans Consultant I	47,652.84	49,276.38	50,899.94	52,523.50	54,147.02	55,770.58	57,394.12	59,017.68	60,198.03
Business Loans Consultant II	60,288.78	62,503.18	64,717.60	66,932.05	69,146.44	71,360.86	73,575.30	75,789.73	77,305.52
Fish Loans Field Officer I	44,587.51	46,975.29	49,363.03	51,750.82	54,138.56	56,526.35	58,914.13	61,301.90	62,527.94
Fish Loans Field Officer II	51,065.47	53,585.42	56,105.58	58,625.29	61,145.22	63,665.17	66,185.12	68,705.06	70,079.16

**Memorandum of Agreement**

*between*

**Communities Economic Development Fund**

*(the "Fund")*

*and*

**The Manitoba Government and General Employees' Union**


*(the "Union")*

**Re: Respectful Workplace**

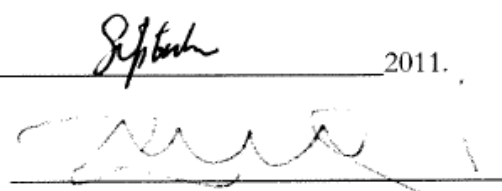
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The Fund agrees to adopt the principles of the Manitoba Civil Service Commission's Respectful Workplace Policy.

Signed this 2<sup>nd</sup> day of September 2011.

  
\_\_\_\_\_  
*On Behalf of the Communities*

*Economic Development Fund*

  
\_\_\_\_\_

*On Behalf of the Manitoba Government*

*and General Employees' Union*

**Memorandum of Agreement**

*between*

**Communities Economic Development Fund**

*(the "Fund")*

*and*

**The Manitoba Government and General Employees' Union**

*(the "Union")*

**Re: Christmas Break**

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Dated this 15<sup>th</sup> day of February, 2006, both parties to this agreement, agree to the closure of the Communities Economic Development Fund office or the period of December 25<sup>th</sup> to January 1<sup>st</sup> in each calendar year. The closure is mandatory and employees will not be provided with the option to work during this period.

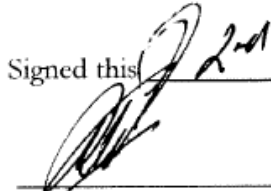
Employees of Communities Economic Development Fund will have two (2) options to financially prepare for the closure:

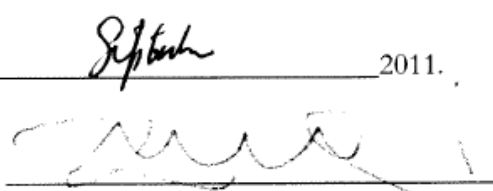
1. Prior to April 1<sup>st</sup> of each year, an employee may allocate the appropriate vacation time and/or bank time to cover the period of the closure.

2. If vacation time and/or bank time is not allocated prior to April 1<sup>st</sup> of each year, the employee will not be paid for the closure. The Employer agrees to make the appropriate deductions from each pay period leading up to the closure to relieve financial burden on the employee.

3. Other options may be explored by the Employer to avoid and/or reduce any negative financial impact on any employee.

Signed this 2<sup>nd</sup> day of September 2011.

  
\_\_\_\_\_  
*On Behalf of the Communities  
Economic Development Fund*

  
\_\_\_\_\_  
*On Behalf of the Manitoba Government  
and General Employees' Union*

**Memorandum of Agreement**

*between*

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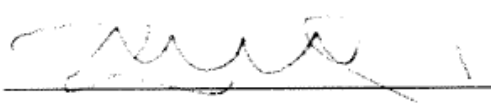
**Re: Reciprocal Agreement**

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The Fund hereby agrees to comply with the terms and conditions of the Reciprocal Agreement signed between the Fund and the Province of Manitoba dated June 21, 1990.

Signed this 2<sup>nd</sup> day of September 2011.

  
\_\_\_\_\_  
*On Behalf of the Communities  
Economic Development Fund*

  
\_\_\_\_\_  
*On Behalf of the Manitoba Government  
and General Employees' Union*

**Memorandum of Agreement**

*between*

**Communities Economic Development Fund**

*(the "Fund")*

*and*

**The Manitoba Government and General Employees' Union**

*(the "Union")*

**Re: Training**

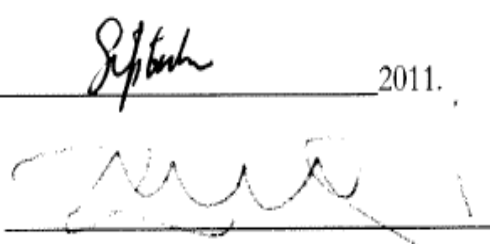
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The Fund agrees to develop a training policy that reflects its desire to train staff in order to provide higher levels of service and to facilitate advancement to other positions within the organization. The Fund will continue to pay the cost of approved training upon successful completion of the courses or programs taken.

Signed this 2nd day of September 2011.

  
\_\_\_\_\_  
*On Behalf of the Communities*

*Economic Development Fund*

  
\_\_\_\_\_  
*On Behalf of the Manitoba Government*

*and General Employees' Union*

*and General Employees' Union*

**Memorandum of Agreement**

*between*

**Communities Economic Development Fund**

*(the "Fund")*

*and*

**The Manitoba Government and General Employees' Union**

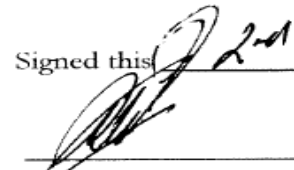
*(the "Union")*

**Re: Devolution of Services**

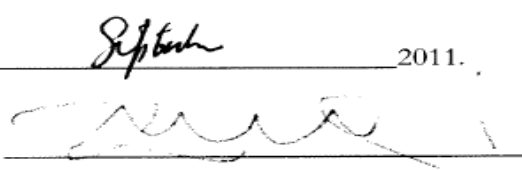
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In the event of devolution of CEDF programs and services, the Fund agrees to establish a protocol with the Union under the terms and conditions of the Collective Agreement, to deal with affected employees.

Signed this 2<sup>nd</sup> day of September 2011.

  
\_\_\_\_\_  
*On Behalf of the Communities*

*Economic Development Fund*

  
\_\_\_\_\_  
*On Behalf of the Manitoba Government*

*and General Employees' Union*

**Memorandum of Agreement**

*between*

**Communities Economic Development Fund**

*(the "Fund")*

*and*

**The Manitoba Government and General Employees' Union**


*(the "Union")*

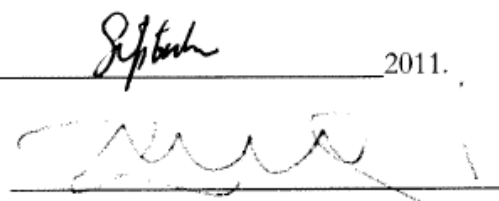
**Re: Workplace, Health, and Safety Act Compliance**

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During the term of the contract, the Fund and Union agree to work together to review Article 34 of the Collective Agreement to ensure the language is in compliance with the Workplace, Health, and Safety Act.

Signed this 2<sup>nd</sup> day of September 2011.

  
\_\_\_\_\_  
*On Behalf of the Communities  
Economic Development Fund*

  
\_\_\_\_\_  
*On Behalf of the Manitoba Government  
and General Employees' Union*

**Memorandum of Agreement**

*between*

**Communities Economic Development Fund**

*(the "Fund")*

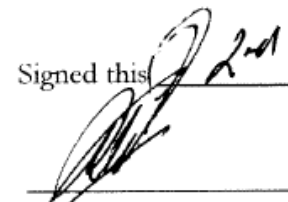
*and*

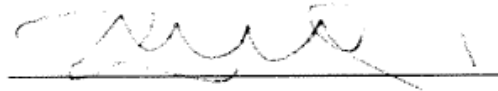
**The Manitoba Government and General Employees' Union**

*(the "Union")*

The fund agrees to adopt the principles of the Manitoba Civil Service Commission's Respectful Workplace Policy.

Signed this 2<sup>nd</sup> day of September 2011.

  
\_\_\_\_\_  
*On Behalf of the Communities  
Economic Development Fund*

  
\_\_\_\_\_  
*On Behalf of the Manitoba Government  
and General Employees' Union*