

# **Collective Agreement**

between

**The Manitoba Housing Authority**  
(hereinafter referred to as the “Authority”)

and

**The Manitoba Government and General Employees’  
Union**  
(hereinafter referred to as the “Union”)

**Respecting Winnipeg Office Employees**

This Agreement made and entered into this 19 day of July, 2007.

**April 1, 2006 to March 31, 2010**

## Table of Contents

Article 1	Purpose of Agreement.....	1
Article 2	Definitions .....	1
Article 3	Recognition and Scope.....	2
Article 4	Duration of Agreement.....	3
Article 5	Notice For Collective Bargaining .....	3
Article 6	Membership.....	4
Article 7	Management Rights.....	4
Article 8	Probation on Appointment .....	4
Article 9	Recruitment and Appointment .....	5
Article 10	Part-time Employees .....	6
Article 11	Term Employees.....	7
Article 12	Staff Training .....	8
Article 13	Safety and Health .....	9
Article 14	Education.....	12
Article 15	Hours of Work.....	12
Article 16	Overtime and Call-Back.....	13
Article 16A	Overtime/Compensatory Leave.....	15
Article 17	Vacations .....	16
Article 18	Holidays.....	17
Article 19	Employee Performance Review and Employee Files .....	18
Article 20	Grievance Procedure .....	19
Article 21	Arbitration Procedure.....	21
Article 22	Salary Schedule and Classification .....	23
Article 23	ReclassificationEmployee Requested .....	23
Article 24	Sick Leave .....	24
Article 25	Special Leave.....	26
Article 26	Maternity Leave .....	27
Article 27	Parental Leave .....	30
Article 28	Layoff .....	31
Article 29	Disciplinary Action .....	36
Article 30	Resignation.....	37
Article 31	Travel and Meal Allowances.....	37
Article 32	Temporary Appointment to Higher Duties .....	40
Article 33	Union Business.....	41
Article 34	Group Life Insurance.....	43
Article 35	Severance Pay.....	43
Article 36	Labour Management Committee.....	43
Article 37	Salary Schedule .....	44

Article 38	Transfer of Benefits.....	45
Article 39	Seniority .....	45
Article 40	Protective Clothing and Tools.....	46
Article 41	Strikes and Lock-Outs.....	46
Article 42	Contracting Out.....	47
Article 43	Dental Plan .....	47
Article 44	Civil Liability .....	47
Article 45	Shift Premium.....	48
Article 46	Long Term Disability Income Plan.....	48
Article 47	No Discrimination .....	49
Article 48	Standby .....	49
Article 49	Sexual Harassment .....	50
Article 50	Technological Change.....	50
Article 51	Retroactive Wages.....	51
Article 52	Accommodation of Employees With Disabilities.....	52
	Schedule “A”.....	54
	Schedule “B” .....	54
	Appendix “A” - Casual Employees.....	55
	Memorandum of Agreement #1 - Job Classification .....	57
	Memorandum of Agreement #2	
	- Ambulance and Hospital Semi-Private Plan.....	58
	Memorandum of Agreement #3 - Vision Care Plan .....	59
	Memorandum of Agreement #4 - Hourly Based Benefits .....	60
	Memorandum of Agreement #5	
	- Vehicle Use - Grandparented Employees.....	61
	Memorandum of Agreement #6	
	- Long Term Disability Plan (LTD).....	62
	Memorandum of Agreement #7 - Drug Plan .....	63
	Memorandum of Agreement #8 - Essential Services.....	64
	Memorandum of Agreement #9 - Joint Labour-Management .....	65
	Memorandum of Agreement #10 - Health Spending Account (HSA).....	66
	Letter of Understanding - Term Employees.....	67
	Letter of Understanding - Other Employment Opportunities .....	68
	Salary Schedule - 2006 04 01 to 2007 03 31 .....	69
	Salary Schedule - 2007 04 01 to 2008 03 31 .....	72
	Salary Schedule - 2008 04 01 to 2009 03 31 .....	76
	Salary Schedule - 2009 04 01 to 2010 03 31 .....	79

\*All changes are in **bold**.

## Alphabetical Table of Contents

Article 52	Accommodation of Employees With Disabilities.....	51
	Appendix “A” - Casual Employees.....	54
Article 21	Arbitration Procedure.....	21
Article 44	Civil Liability.....	46
Article 42	Contracting Out.....	46
Article 2	Definitions.....	1
Article 43	Dental Plan.....	46
Article 29	Disciplinary Action.....	36
Article 4	Duration of Agreement.....	3
Article 14	Education.....	12
Article 19	Employee Performance Review and Employee Files.....	18
Article 20	Grievance Procedure.....	19
Article 34	Group Life Insurance.....	42
Article 18	Holidays.....	17
Article 15	Hours of Work.....	12
Article 36	Labour Management Committee.....	42
Article 28	Layoff.....	31
	Letter of Understanding - Other Employment Opportunities.....	67
	Letter of Understanding - Term Employees.....	66
Article 46	Long Term Disability Income Plan.....	47
Article 7	Management Rights.....	4
Article 26	Maternity Leave.....	27
Article 6	Membership.....	4
	Memorandum of Agreement #1 - Job Classification.....	56
	Memorandum of Agreement #2 - Ambulance and Hospital Semi-Private Plan.....	57
	Memorandum of Agreement #3 - Vision Care Plan.....	58
	Memorandum of Agreement #4 - Hourly Based Benefits.....	59
	Memorandum of Agreement #5 - Vehicle Use Grandparented Employees.....	60
	Memorandum of Agreement #6 - Long Term Disability Plan (LTD)	61
	Memorandum of Agreement #7 - Drug Plan.....	62
	Memorandum of Agreement #8 - Essential Services.....	63
	Memorandum of Agreement #9 - Joint Labour-Management.....	64
	Memorandum of Agreement #10 - Health Spending Account (HSA)	65
Article 47	No Discrimination.....	48
Article 5	Notice For Collective Bargaining.....	3
Article 16	Overtime and Call-Back.....	13

Article 16A	Overtime/Compensatory Leave.....	15
Article 27	Parental Leave .....	30
Article 10	Part-time Employees .....	6
Article 8	Probation on Appointment .....	4
Article 40	Protective Clothing and Tools.....	45
Article 1	Purpose of Agreement.....	1
Article 23	Reclassification Employee Requested .....	23
Article 3	Recognition and Scope.....	2
Article 9	Recruitment and Appointment .....	5
Article 30	Resignation.....	37
Article 51	Retroactive Wages.....	50
Article 13	Safety and Health .....	9
Article 37	Salary Schedule .....	43
	Salary Schedule - 2006 04 01 to 2007 03 31 .....	68
	Salary Schedule - 2007 04 01 to 2008 03 31 .....	71
	Salary Schedule - 2008 04 01 to 2009 03 31 .....	75
	Salary Schedule - 2009 04 01 to 2010 03 31 .....	78
Article 22	Salary Schedule and Classification .....	23
	Schedule "A".....	53
	Schedule "B" .....	53
Article 39	Seniority .....	44
Article 35	Severance Pay.....	42
Article 49	Sexual Harassment .....	49
Article 45	Shift Premium.....	47
Article 24	Sick Leave .....	24
Article 25	Special Leave.....	26
Article 12	Staff Training .....	8
Article 48	Standby .....	48
Article 41	Strikes and Lock-Outs .....	45
Article 50	Technological Change.....	49
Article 32	Temporary Appointment to Higher Duties .....	40
Article 11	Term Employees.....	7
Article 38	Transfer of Benefits.....	44
Article 31	Travel and Meal Allowances.....	37
Article 33	Union Business.....	40
Article 17	Vacations .....	16

\*All changes are in **bold**.

## **Article 1 - Purpose of Agreement**

**1:01** The purpose of the Collective Agreement between the Authority and the Union is to establish and to maintain mutually satisfactory relations and to recognize the mutual value of joint discussions and negotiations with respect to rates of pay and working conditions for employees and to provide appropriate procedures for the prompt resolution of grievances and problems.

## **Article 2 - Definitions**

**2:01** For interpretation of this Agreement, the following definitions shall apply:

- (a) “Anniversary Date” means the first day of the month following initial employment with the Winnipeg Regional Housing Authority or its predecessor the Manitoba Housing and Renewal Corporation, The City of Winnipeg Housing Authority, or, in the case of a newly hired employee hired after May 1, 1992, The Manitoba Housing Authority.
- (b) “Authority” means The Manitoba Housing Authority.
- (c) “Casual Employee” means an employee who normally works less than the full daily, weekly or monthly hours of work, as the case may be, and whose work is irregular, or non-recurring or does not follow an ongoing predetermined schedule of work on a regular and recurring basis. Notwithstanding the foregoing, casual employees may be employed for a short duration to replace employees who are absent for any reason.
- (d) “Classification” means a group of positions which are sufficiently similar in duties, responsibilities, skill and knowledge required to be given the same job title, to have the same education and experience requirements and to receive the same rates of compensation.
- (e) “Demotion” means the voluntary or involuntary movement of an employee from one position to another having a lower maximum salary.
- (f) “Employee” means a person who is employed by the Authority to carry out the duties of a position and who is not excluded as provided in Section 3:02.

- (g) “Holiday” means a day off work with full pay and benefits as designated in Article 18:01 and 18:04.
- (h) “Increment” means an increase in the rate of pay for an employee to the next higher rate of pay in the pay range for the employee’s classification.
- (i) “Part-time Employee” means an employee who normally works less than the full daily, weekly or monthly hours of work, as the case may be, and whose work follows an ongoing, predetermined schedule of work on a regular and recurring basis.
- (j) “Position” means a job or a position of employment with the Authority.
- (k) “Promotion” means a change of employment within the Authority from one position to another position having a higher maximum salary.
- (l) “Representative” means a steward or staff representative of the Union.
- (m) “Term Employee” means an employee hired for a specific period of time or for the completion of a specific job or until the occurrence of a specific event.
- (n) “Union” means the Manitoba Government and General Employees’ Union.
- (o) Where the singular and masculine expressions are used, the same shall be construed as meaning the plural or feminine gender where the context so admits or requires.

### **Article 3 - Recognition and Scope**

**3:01** This Agreement shall apply to all employees of the Authority, including part-time and term employees. This Agreement shall not apply to employees covered by MLB Certificate Number 3730, and those incumbent(s) in position(s) listed in Article 3:02. Furthermore, the Authority recognizes the Union as the sole and exclusive bargaining agent for all employees of the Authority covered by the Manitoba Labour Board Certificate No. MLB-5826 and such further and other classifications of

employees as may be agreed upon by the parties during the currency of this Agreement or any extension thereof.

- 3:02** This Agreement shall apply to all employees as defined above except to those employees of the following positions:

General Manager; Director of Property Services; Area Managers; **Regional Managers**; Administrative Assistant to Director of Property Services; Manager, Special Programs; Manager Project Delivery and Technical Support; Manager of Tenant Services; **Director of Strategic Planning, and Policy & Support Services**; Area Maintenance Supervisors; Director of Property Maintenance and Capital Improvements; Manager, Contract and Budget Administration; Administrative Assistant to General Manager; Administrative Assistant to Director of Property Maintenance and Capital Improvements; and Administrative Assistant to **Manager of Maintenance Operations, Human Resource Consultant, Human Resource Clerk, Student Assistants being paid under the provision of the Student Temporary Employment Program Policy (S.T.E.P.)**

- 3:03** This agreement shall apply to casual employees hired by the Manitoba Housing Authority effective the start of the bi-weekly pay period following the attainment of one hundred and sixty (160) hours of accumulated service. The only provisions of the Agreement which apply to casual employees are those listed in Appendix "A" - Casual Employees.

#### **Article 4 - Duration of Agreement**

- 4:01** This Agreement shall become effective from and including the **1st day of April 1, 2006** and shall continue in effect up to and including the **31st day of March, 2010** and shall remain in force and effect from year to year thereafter unless notice is given under 5:01. During the period of time required to negotiate a renewal, or revision and renewal of this Agreement, the provisions of this Agreement shall remain in force and effect without change.

#### **Article 5 - Notice For Collective Bargaining**

- 5:01** Not more than ninety (90) days and not less than thirty (30) days preceding the expiry date, or any subsequent anniversary of the expiry date of this Agreement either party to this Agreement may by written notice serve to

inform the other party of its intention to enter into collective bargaining for a renewal, or a revision and renewal of the Collective Agreement.

### **Article 6 - Membership**

- 6:01** Upon the signing of this Agreement, the parties hereto agree that as a condition of employment all new employees covered by this Agreement shall make application for Union membership and sign Union membership cards within fifteen (15) days of appointment to a position of employment with the Authority.
- 6:02** The parties to this Agreement further agree that all employees shall as a condition of employment remain members with the Union.
- 6:03** The Authority agrees to deduct from each employee, the amount of regular bi-weekly dues payable to the Union. For new employees, dues deduction will begin on the first pay period following appointment to a position of employment with the Authority.
- 6:04** The Authority agrees to deduct from each employee in the bargaining unit the current bi-weekly union dues and initiations in accordance with instructions received from the Union. The Authority will remit to the Union monthly, any dues or initiations deducted along with a list of employees from whom deductions have been made.
- 6:05** At no time shall the number of part-time employees exceed ten percent (10%) of the total full time staff. This provision shall not apply to Food Service workers.

### **Article 7 - Management Rights**

- 7:01** Except as in this Agreement otherwise expressly provided, it is acknowledged that the Authority has the right, responsibility and authority to manage, operate, and generally regulate the Authority and its affairs and functions.
- 7:02** In administering this Agreement, the Authority shall act reasonably, fairly, in good faith, and in a manner consistent with the Agreement as a whole.

### **Article 8 - Probation on Appointment**

- 8:01** Each employee joining the Authority shall be on probation for a period of six (6) consecutive months from his date of appointment.
- 8:02** The Authority may reject an employee at any time during the probationary period and upon such rejection the employee may be dismissed or he may be appointed to another position and his salary varied accordingly.
- 8:03** In consultation with the Union, the Authority and the employee may mutually agree to extend the probationary period up to a further three (3) months. Any extension shall be confirmed in writing.
- 8:04** An employee who is rejected during the initial probation period may grieve the rejection at Step 2 of the grievance procedure within fifteen (15) working days from the date the employee received notice of the rejection. The General Manager or designate shall hold a hearing to discuss the grievance with the employee and the employee's representative. The decision at Step 2 shall be final for such grievances.
- 8:05** The rejection of an employee on probation is neither appealable nor arbitrable.

### **Article 9 - Recruitment and Appointment**

- 9:01** Vacancies shall be filled by lateral transfer, based on seniority or as follows:
- 9:02** When a vacancy occurs or a new position is created inside the bargaining unit the Authority shall notify the employees in writing by posting notice of the position in all Authority's office locations for a minimum of one (1) week in order that all members will know about the position and be able to make application therefore. The Authority may proceed simultaneously to advertise such vacancies.
- 9:03** Posted notices of position shall contain information on the nature of position, classification, qualifications, required physical condition and salary rates or range. **The union will be provided with a copy of all posted notices.** Qualifications may not be established in an arbitrary or discriminating manner.
- 9:04** Where an employee has submitted an application to a bulletined position, the Authority shall issue a written reply to the employee advising him of the

outcome not more than ten (10) working days after the competition has been finalized. An employee who is notified that he is an unsuccessful applicant for a vacant position shall be supplied with the reasons for non-acceptance within ten (10) days of making a written request to his immediate supervisor. Such a request shall be made within ten (10) days of receipt of the notification that the employee was an unsuccessful applicant. An employee who has been given the reasons for non-acceptance verbally, may then request that the reasons be provided in writing and the reasons shall be provided in writing by the Employer.

- 9:05** The selection of employees applying for vacant or new positions shall be on the basis of ability, prior work performance and seniority. Where ability and work performance are relatively equal, seniority shall be the determining factor in the selection.
- 9:06** When there is no response to a bulletin or a bulletin fails to provide suitably qualified personnel, the Authority may proceed to hire through competition, persons who are not presently employed by the Authority. Recruitment of personnel from outside of the Authority shall be on the basis of ability and qualifications.
- 9:07** The successful internal applicant to the bulletined position shall be placed on probation for a period of three (3) months. Conditional on satisfactory performance, such trial promotion shall become permanent after the period of three (3) months. In the event the applicant proves unsatisfactory in the position during the probationary period, or if the employee finds himself unable to perform the duties of the new position, he shall be returned to his former position, at his former salary, without loss of seniority, wage or salary. Any other employee promoted or transferred because of the re-arrangement of positions shall be returned to his former position at his former salary, without loss of seniority, wage or salary. A newly hired employee, in contrast, could be released.
- 9:08** The Union on request in writing shall be notified forthwith in writing of all appointments, hiring, layoffs, transfers, recalls and terminations of employment.

### **Article 10 - Part-time Employees**

- 10:01** Except where otherwise specifically stated in this Agreement, benefits as detailed in this Agreement shall be provided to part-time employees on a pro-rated basis.
- 10:02** The pro-rating factor shall be derived by dividing the number of hours the employee worked in the preceding twelve (12) weeks by the number of full regular hours for twelve (12) weeks for the classification.
- i.e. 40 hour week classification = 480 hours in 12 weeks  
Employee works 160 hours in preceding 12 weeks
- $$\text{Pro-Rating factor} = \frac{160}{480}$$
- Pro-Rating factor = 1/3 (one-third)
- 10:03** Where service seniority are factors for benefit eligibility such service seniority shall be based on accumulated hours converted to years, months and weeks of service seniority over current unbroken employment service.
- 10:04** Eligibility for merit increase consideration will be based on calendar service provided that the employee has received pay for at least four hundred and eighty (480) hours exclusive of overtime during the previous twelve (12) months.

### **Article 11 - Term Employees**

- 11:01** The Authority shall not be required to give any notice or payment in lieu thereof to a term employee whose services are terminated following the completion of a specific term for which the employee was hired.
- 11:02** Where the employment of a term employee terminates at the end of a specific term of employment, or on the completion of a job for which the employee was specifically employed, no notice of resignation is required.
- 11:03** Where a term employee is laid off at the end of a specific term of employment or after the completion of a specific job for which he was employed, no notice of layoff is required.
- 11:04** Except as provided in Section 11:05, a term employee who is being laid off at a time other than at the end of a specific term of employment or

completion of a job for which he was specifically employed shall be given two (2) weeks written notice prior to the layoff date or be granted payment in lieu thereof.

- 11:05** A term employee who has completed more than one (1) year of full time continuous employment and who is being laid off at a time other than at the end of a specific term of employment or completion of a job for which he was specifically employed shall be given four (4) weeks written notice prior to the layoff or granted payment in lieu thereof.
- 11:06** A term employee shall be informed in writing at the commencement of employment or any extension thereof as to the duration of his term.
- 11:07** Where a term employee is employed in the same position performing the same function for a period of more than twenty-four (24) continuous months and where the need for the position is expected to continue, the Authority will convert the employee to regular status.
- 11:08** Where the employee is not to be converted in accordance with Section :07, the employee shall be notified in writing of the reasons prior to the completion of twenty-four (24) continuous months of service. Inadvertent failure to provide such notice shall not result in a right to conversion if the other conditions in Section :07 are not met. A meeting may be held with the employee to discuss the matter. The employee has the option to have a union representative present.
- 11:09** Section :08 does not apply:
- (a) where a term employee is replacing an employee who is absent for any reason; or
  - (b) to a term employee whose salary is cost shared under a third party cost sharing agreement which requires, as a condition of cost sharing, that employees are not regular (permanent) employees.

## **Article 12 - Staff Training**

- 12:01** Where possible and feasible within the scope and delivery of its operations, the Authority agrees to provide adequate training facilities and adequate training for all employees to enable them to do satisfactorily a position to

which they are assigned. The training classes may be on the job training, group training or training at locations outside the Authority offices. Employees will be required to attend any and all sessions as designated by the Authority, who will pay the cost therefore including the employee's salary, tuition, travelling and other related expenses.

- 12:02** Where possible and feasible, the Authority shall provide the opportunity for employees to train in positions that may subsequently lead to promotion. Selection for such training shall be on the basis of ability and job performance. In cases where employees with similar ability and job performance records are being considered, the senior employee shall be given preference.
- 12:03** The Authority may, at its discretion, grant an incremental pay increase to an employee during the period that he is specifically assigned to train another employee.

### **Article 13 - Safety and Health**

- 13:01** The Authority and the Union recognize that safety, accident prevention and the preservation of health are of primary importance in all operations and that these activities require the combined efforts of the Authority, employees and the Union.
- 13:02** The Authority, with the co-operation of employees and Union will continue to provide its employees with safe working conditions, equipment and materials and will continue to ensure that all reasonable precautions are taken.
- 13:03** The following shall apply to the Workplace Safety and Health Committee consisting of not more than two (2) employee representatives and two (2) management representatives. Each party may designate an alternate.
- (a) The Committee shall have two (2) co-chairpersons, one (1) chosen by and from the management representatives and one (1) chosen by and from the employee representatives. The co-chairpersons shall alternate the function of chairing the meetings of the committee and may participate fully in the deliberations and discussions of the committee.

- (b) 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. Employee representatives who are members of a Workplace Health and Safety Committee and who are 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.
- (c) The Authority shall provide a prominent place where information relating to safety and health subjects may be posted. Information posted shall include:
  - (i) the names of all committee members and their terms of office;
  - (ii) the scheduled meeting dates of the committee;
  - (iii) the agendas 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 employees in the workplace.
  - (vi) **any Health and Safety policies of the Authority**
- (d) 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 chairpersons. Where there is disagreement as to the accuracy or content, either may so note the disagreement and place their comments on the minutes prior to signing. When the minutes are signed by both co-chairpersons, the management co-chairperson shall retain the original for the records of the committee, forward a copy to the Workplace Safety and Health Branch, post a copy as provided in Subsection (i) above and forward a copy to members of the committee.

**13:04** The objectives of the Workplace Safety and Health Committee include:

- (a) assisting employees to identify, record, examine, evaluate and resolve safety and health concerns in the workplace;
- (b) developing practical procedures and conditions to help achieve safety and health in the workplace;

- (c) promoting education and training programs to develop detailed knowledge of safety and health concerns and responsibilities in each individual workplace.

**13:05** Where a supervisor 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.

- (a) Where an employee has reason to believe, and does believe, that a condition exists that is dangerous to the employee's safety or health in the performance of the employee's work, the employee shall report that condition to the employee's supervisor.
- (b) The supervisor upon being notified under (a) shall inspect the condition with the employee and discuss the employee's reasons for believing the condition to be dangerous. Where there is a safety and health committee at the workplace, the co-chairpersons may be asked to participate.
- (c) If the employee is unsatisfied with the supervisor's decision or if the supervisor refuses to inspect the condition, the employee shall contact, in writing or by telephone, the Workplace Safety and Health Branch without delay.
- (d) If the employee refuses to work because of the employee's belief that the condition is dangerous, the employee must be available to perform other work assigned.

**13:06** Where an employee has refused to perform work in accordance with Section :05, 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.

**13:07** Disciplinary action shall not be taken against an employee solely for the reason that the employee:

- (a) made a report under Section :05; and
- (b) refused to work or continue to work under the conditions described under Section :05 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 the employee's safety or health.

- 13:08** 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 Section :05.
- 13:09** Where an employee wilfully takes unfair advantage of the provisions described in Section :05, the employee may be subject to disciplinary action up to and including suspension or dismissal.

### **Article 14 - Education**

- 14:01** Where Management deems that it is desirable for an employee to take a course in order to upgrade his performance or to prepare for future advancement with the Authority, the Authority shall reimburse the full cost of tuition and books.
- 14:02** Where an employee has applied for permission to take a course directly related to the nature of the work he is performing and where the Authority approves the taking of the course, the Authority shall reimburse the employee for the costs of tuition and books.
- 14:03** Where an employee is taking a course which may, all or in part, be of some value in his job situation, then the employee may apply for the reimbursement of costs for tuition and books, and the Authority may reimburse the employee for all or part of these costs.
- 14:04** Notwithstanding the above, where an employee is required to write examinations on a recognized program of studies or on an accredited course during his normal working hours, the Authority shall grant leave of absence with pay provided that his absence is approved in advance by the Authority.

### **Article 15 - Hours of Work**

- 15:01** Subject to Section 15:07 of this Article, the normal working days for employees of the Authority not included in Schedule "A", shall be the period Monday through Friday inclusive, except holidays as provided in Section 18:01.

- 15:02** All employees except Schedule “A” and Schedule “B” employees, shall work a regular work day of seven and one-quarter (7 ¼) consecutive hours exclusive of an unpaid meal period of forty-five (45) minutes and a regular work week of thirty-six and one-quarter (36 ¼) hours. While the daily hours of work may be assigned between 8:00 a.m. and 6:00 p.m. offices must be open during the hours of 8:30 a.m. and 4:30 p.m.
- 15:03** Schedule “A” employees shall work a regular work day of eight (8) consecutive hours inclusive of a paid meal period and a regular work week of forty (40) hours inclusive of meal breaks.
- 15:04** Schedule “B” employees shall work a regular work day of eight (8) hours exclusive of an unpaid meal period of thirty (30) minutes and a regular work week of forty (40) hours exclusive of meal breaks. The daily hours of work may be assigned between 8:00 a.m. and 6:00 p.m.
- 15:05** Employees will be entitled to two (2) rest periods of fifteen (15) minutes each per day at such times as may be specified by the employees’ manager or immediate supervisor.
- 15:06** Where the Authority and the employee or group of employees consider it desirable to establish a work day, work week or work schedule other than described in this Article, any such change shall be by mutual agreement of the parties hereto.
- 15:07** Individual employees may be allowed to choose the times at which their normal work day shall commence.

### **Article 16 - Overtime and Call-Back**

- 16:01** The parties recognize that overtime work shall normally be performed by employees on a voluntary basis. However, in special circumstances employees may be required to work beyond normal hours where, in the opinion of the Regional Manager or Supervisor or Director:
- (a) an urgent, unforeseen, internal operational requirement must be met;
  - (b) urgent work is required in order to avoid serious threat to the health, safety and welfare of the tenants;

(c) urgent work is required in order to avoid serious damage to property.

- 16:02** An employee of the Authority who works beyond the normal seven and one-quarter ( $7\frac{1}{4}$ ) hours per day or eight (8) hours for Schedule “A” or Schedule “B” employees, shall be compensated for such additional hours at a rate of pay which is one and one-half times ( $1\frac{1}{2}x$ ) his regular hourly pay, but no overtime pay shall be granted for periods that are less than thirty (30) minutes in any one day unless regularly scheduled. Overtime calculations shall be to the nearest fifteen (15) minutes. (e.g. 22 minutes = 30 minutes).
- 16:03** (a) An employee of the Authority who is directed to work on his first, third, fifth and other consecutive odd numbered days of rest shall be compensated at the rate of time and one-half ( $1\frac{1}{2}x$ ) for the first four (4) hours of such overtime and at the rate of double time ( $2x$ ) for all subsequent hours.
- (b) An employee of the Authority who is directed to work on his second, fourth, sixth and other consecutive even numbered days of rest shall be compensated at the rate of double time ( $2x$ ) for all hours worked.
- 16:04** Where an employee of the Authority is directed to work on a holiday, he shall be compensated at two times ( $2x$ ) his regular hourly rate plus straight time hourly pay.
- 16:05** If an employee is called back for a special assignment he shall be reimbursed for a minimum of three (3) hours overtime at the applicable overtime rate.
- 16:06** Whenever possible the opportunity to work overtime will be distributed on a rotational basis.
- 16:07** An employee who is called back more than once within a three (3) hour period shall only be entitled to three (3) hours of compensation at the applicable overtime rate for that three (3) hour period in accordance with Article 16:05.
- 16:08** An employee who is called back in a subsequent three (3) hour period, shall be entitled to further compensation in accordance with Article 16:05.

**16:09** An employee may, with the approval of the Authority, elect to receive time off in lieu of overtime pay, at a time which is mutually agreeable. Time off shall be at the applicable overtime rate. The amount of time off in lieu accumulated at any one time shall not exceed three (3) working days without permission of the employees' Manager/Supervisor.

### **Article 16A - Overtime/Compensatory Leave**

**16A:01** This Article shall apply to all overtime worked by employees including overtime worked at premium rates (i.e. time and one-half and double time).

**16A:02** All overtime worked by employees shall be banked.

**16A:03** The existing provisions in Article 16 on overtime will apply to all overtime credits earned up to forty (40) hours per fiscal year. (Note: Twenty (20) hours overtime worked at double time (2x) equals forty (40) overtime credits.)

**16A:04** For any overtime credits earned beyond forty (40) hours in the fiscal year the following provisions of this Article will apply.

**16A:05** The Employer shall consult with the employee in an effort to reach agreement on whether the employee will be granted pay or time off in lieu for banked overtime.

**16A:06** Where agreement is not reached, the Employer shall determine whether pay or time off will be granted.

**16A:07** Where banked time is to be taken, the Employer shall consult with the employee in an effort to reach agreement on when the time off is to be taken.

**16A:08** Where agreement is not reached, the Employer shall determine when the time off is to be taken.

**16A:09** Where the Employer determines when the time off is to be taken under Section :08, the employee will receive forty-eight (48) hours notice of the time off and the following conditions shall apply:

- (a) the minimum period of time off will be five (5) days provided the employee has sufficient banked time available. In order to meet the five

(5) day requirement, time off in lieu of overtime may be combined with holiday and/or vacation time and/or reduced work week days;

- (b) where the employee has less than five (5) days banked, then these days may be scheduled by the Employer.

**16A:10** Nothing in Section :09 restricts the Employer and employee from agreeing to alternative arrangements.

**16A:11** This Article is effective April 1, 1995 and applies to all overtime worked on and after that date. No recovery will be made for any overtime cashed out prior to the date of signing of the agreement or where an agreement has been reached as of that date between an employee and an Employer on cashing out the overtime.

### **Article 17 - Vacations**

**17:01** For the purpose of this Article, a vacation year is the twelve (12) month period beginning on the first day of April and ending on the following thirty-first day of March.

**17:02** 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 ½) working days per complete month of service in each vacation year to be taken in the year in which twenty (20) years of service are completed and yearly thereafter.

**17:03** Where a holiday falls within a vacation period of an employee, the employee shall have the option of receiving an additional day's vacation leave or one (1) day's pay in lieu of the holiday.

**17:04** Employees may take earned holidays at one or more times subject to the approval of the Authority. Vacation schedules must be approved by the Authority.

**17:05** Employees shall be entitled to receive earned vacation pay in immediate advance to taking vacation.

**17:06** Employees with the consent of their manager shall be entitled to carry forward vacation credits to the next vacation year. However, unless otherwise mutually agreed between the employee and the Authority, the employee must take at least two (2) weeks of his earned vacation in that year. No employee can carry more than three (3) weeks of accumulated vacation credits forward.

**17:07** When an employee is absent due to injuries or disabilities for which compensation is paid under the Workers Compensation Act, he shall continue to earn vacation credits for a period of six (6) months following the date of commencement of compensation payments.

### **Article 18 - Holidays**

**18:01** Employees shall receive each year the following paid holidays:

- |                      |  |
|----------------------|--|
| (a) New Year's Day   | (b) Good Friday  |
| (c) Victoria Day     | (d) Canada (Dominion) Day                                  |
| (e) Civic Holiday    | (f) Labour Day   |
| (g) Thanksgiving Day | (h) Remembrance Day  |
| (i) Christmas Day    | (j) Boxing Day   |
| (k) Floating Holiday | (l) Additional proclaimed Federal or Provincial Holiday(s) |

**18:02** For calculation purposes holidays shall be observed as indicated below:

- (i) For all shift employees, where any of the holidays in Section 18:01 fall on a Saturday or a Sunday they shall be observed on that day. For purposes of this Article, a shift employee is one whose regular work week is not Monday to Friday inclusive.
- (ii) For all non-shift employees, where any of the holidays in Section 18:01 fall on a Saturday or Sunday, the holiday shall be observed on the following Monday. Where any of the holidays in Section 18:01 fall on both Saturday and Sunday, the holidays shall be observed on the following Monday and Tuesday.

**18:03** The Floating Holiday will be taken on a day mutually agreeable between the employee and the Authority.

**18:04** (a) The Authority offices, except for emergencies, 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 Authority requires an employee, including an employee of HCC (Housing Communication Centre), 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 Authority and has not received the compensatory time to which the employee was entitled under subsection (b), the employee shall be entitled to receive one-half ( $\frac{1}{2}$ ) day's pay in lieu thereof.

## **Article 19 - Employee Performance Review and Employee Files**

**19:01** The Authority agrees that there be only one personnel file kept by the Authority for each employee.

**19:02** Upon written request to the manager or his designate, an employee, along with a representative of his choice, who is so named by the employee in the

request, shall have the right to examine the personnel file kept by the Authority for that employee.

- 19:03** The Authority agrees not to introduce as evidence in a hearing any document relating to disciplinary action that was not in the employee file at the time of filing a grievance or a reasonable period there from.
- 19:04** When a formal assessment of an employee's performance is made, upon completion of the assessment form, the employee concerned shall be given an opportunity to sign the form to indicate that its contents have been read. The employee also shall have the right to place his own comments in a space provide on the form prior to his signing the form. Immediately upon the employee signing the form, the employee shall be provided a copy of same for his own records.
- 19:05** The Authority agrees to permanently remove from the employee's personnel file any disciplinary action after 18 months from the date of filing except disciplinary actions involving suspension which will be removed after 30 months provide no other report of a similar nature was filed during the intervening period.

### **Article 20 - Grievance Procedure**

- 20:01** The parties to this Agreement emphasize the necessity of a satisfactory grievance procedure, the purpose of which is to provide an orderly and effective process for the consideration and prompt resolution of the grievances of employees within the bargaining unit.
- 20:02** It is mutually agreed that an effort shall be made to resolve complaints through discussion before a written grievance is initiated.
- 20:03** An employee has the right to representation by a Union representative at any stage in the grievance procedure.
- 20:04** In this procedure:
- (a) "Grievance" means a complaint in writing with respect to an alleged violation or misinterpretation of an article under this Agreement or an alleged violation or misinterpretation of a policy respecting conditions of employment in the Authority.

- (b) A grievance must be in writing and may be presented by an employee on his own behalf or by a Steward on behalf of the employee or group of employees.
- (c) The written description of the nature of the grievance shall be sufficiently clear and shall state the redress requested.
- (d) If the grievances relate to an Article(s) of the Agreement, such Article(s) should be so stated in the grievance.
- (e) At any stage of the grievance procedure, the grievor or the Union representative may clarify the written description of the grievance without changing its substance.
- (f) “Policy Grievance” means a complaint in writing presented by the Union concerning the application or interpretation of an Article of this Agreement. Such grievances shall be instituted at Step 2.

#### STEP 1

The employee and/or Steward and/or Union representative shall within fourteen (14) days of becoming aware of the issue that gave rise to a grievance shall present the grievance to the appropriate Director or designate, who shall sign for receipt of the grievance. From the date of issue of the receipt, the Director or designate shall within fourteen (14) days, hold a hearing and discuss the matter with the employee and/or Union Steward and/or Union representative, and issue a decision in writing to the employee, with a copy to the Union Steward or Union representative.

#### STEP 2

Where the decision in Step 1 is unsatisfactory to the employee and/or the Union representative, the employee and/or Union representative shall within fourteen (14) days of the receipt of the decision at Step 1, or if no decision is received within the time limits specified, present the grievance to the General Manager who shall sign for receipt of same. The General Manager or designate shall within twenty-one (21) days hold a hearing and discuss the matter with the employee and/or Union representative, and issue a decision in writing within fourteen (14) days of the hearing to the employee with a copy to the Union representative.

## **Article 21 - Arbitration Procedure**

- 21:01** In the event that a grievance or a dispute involving the application, interpretation or administration of this Agreement is not settled through the grievance procedure to the satisfaction of both parties, such matter shall be the subject of Arbitration in accordance with the procedure set out hereunder.
- 21:02** Either party, within fourteen (14) days of receipt of a final decision by the other party, may give notice of its intention to submit the dispute to Arbitration.
- 21:03** Such notice shall include the name of that party's appointee to the Arbitration Board.
- 21:04** The party receiving such notice shall within fourteen (14) days notify the other party of its appointee to the Arbitration Board.
- 21:05** The two appointees so selected shall within twenty-one (21) days meet and name the neutral third member who shall be the Chairperson of the Board.
- 21:06** In the event that the two appointees fail to agree upon the Chairperson within the time limit, the appointment shall be made by the Manitoba Labour Board of the Province of Manitoba upon the request of either party.
- 21:07** Where the party initiating the arbitration proceedings wishes to request arbitration by a single arbitrator, the notice referred to in sub-section 21:02 shall so state:
- (i) Where the party who receives the notice accepts the request for a single arbitrator the parties will attempt to reach agreement on the selection of a single arbitrator within fourteen (14) days.
  - (ii) Where the party who receives the notice rejects the request for a single arbitrator or where the parties have failed to reach agreement on the selection of a single arbitrator within fourteen (14) days, the party initiating the arbitration proceedings may submit the name of its appointee to the board, in accordance with 21:04, within fourteen (14) days.

(iii) Where the parties have agreed to a single arbitrator the single arbitrator shall be considered to be an Arbitration Board for the purposes of this Article.

**21:08** By mutual agreement between the parties, the grievance matter may be referred to a mediator chosen by the parties or the parties may appoint the single arbitrator, chosen in accordance with 21:07, as mediator/arbitrator.

If referred to a mediator, the arbitration hearing date shall be established independent of the mediation process.

The mediation must be completed prior to the commencement of the arbitration.

If the single arbitrator is appointed as mediator/arbitrator, the matter shall be heard as a mediation/arbitration.

**21:09** After the Arbitration Board has been formed by the foregoing procedure, it shall meet and hear the evidence of both sides and render its decision within fourteen (14) days after completion of the hearing, and its decision or the decision of the majority shall be final and binding upon the employee, the Union and the Authority.

**21:10** The Arbitration Board shall not be empowered to change by its decision any provisions of this Agreement or to set provisions of a new Agreement.

**21:11** The Arbitration Board shall have the right to either rescind, vary or uphold the decision of the Authority.

**21:12** The parties shall each be responsible for the fees and expenses of their appointees. The fees and expenses of the Chairperson shall be shared equally by the parties.

**21:13** Either party is entitled to call in witnesses or other persons to give testimony and if employees of the Authority are called in by the Authority they shall be allowed leave with pay and if employees of the Authority are called by the Union they shall be allowed leave on a wage recovery basis.

**21:14** Any of the time limits referred to above may be extended by the mutual agreement of the parties hereto and shall be confirmed in writing.

**21:15** For the purpose of determining the length of time in the foregoing Grievance and Arbitration procedures, recognized Holidays are excluded.

### **Article 22 - Salary Schedule and Classification**

**22:01** The salary schedule applicable to employees covered by this Collective Agreement shall contain the classification titles and rates of pay. The salary schedule shall be attached to and form part of this Agreement.

**22:02** During the life of this Collective Agreement when a new position is created by:

(a) Significant modification to an existing job, or

(b) Introduction of a new job, the employer may add new classification(s) and interim pay rates to Appendix "A" but shall advise the Union of same and commence negotiations on pay rates for such new classification(s) within ten (10) days of receiving a written request from the Union.

**22:03** Where agreement is not reached on the pay rates for the new classification(s) either party may, not less than ninety (90) days after such notice as in sub-article 22:02, submit such pay rates to Arbitration in accordance with Article 21.

### **Article 23 - Reclassification - Employee Requested**

**23:01** Where an employee believes that his position should be reclassified to another classification within the pay plan, he may apply in writing to the Human Resource Consultant for a review of the duties, stating the requested classification.

**23:02** The Human Resource Consultant or designate will audit the position and shall within forty-five (45) calendar days of application under Section 23:01 notify the applicant in writing of his decision and the reasons therefore.

**23:03** Where, as a result of a review of duties, a position is reclassified to a classification having a higher maximum salary, the Authority shall promote the incumbent without competition to the new classification effective on the date of the request in 23:01.

- 23:04** If the decision in 23:02 is unsatisfactory, the dispute may be grieved at Step 2 of the grievance procedure.
- 23:05** Should an employee's classification be found to be higher than his present classification, and he is placed in the higher classification, then his rate of pay for that higher classification and promotion shall become effective on the date on which the request was submitted in Section 23:01.

### **Article 24 - Sick Leave**

- 24:01** The Authority shall grant sick leave with pay to eligible employees where an employee is unable to be at work and perform his regular duties as a result of illness or injury.
- 24:02** The sick leave to which an employee is entitled shall accumulate at the rate of one-half ( $\frac{1}{2}$ ) day per two (2) week period during the first four (4) years of employment and one (1) day per two (2) week period thereafter to a maximum of 208 days.
- 24:03** 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, if he so elects shall be paid an additional amount which, when combined with the compensation allowance, shall ensure the maintenance of his regular salary less his usual deductions. Such additional amount shall be chargeable to the employee's sick leave credits accrued on a pro-rated basis at the time the employee commenced receipt of Workers Compensation allowance, and such additional payments shall be payable until the employee's accrued sick leave credits have been exhausted.
- 24:04** Notwithstanding 24:06 sick leave shall not accumulate during leave of absence with or without pay for a period in excess of thirty (30) consecutive working days.
- 24:05** An employee appointed on the first working day of the pay period shall be eligible to accumulate sick leave credits from that date. An employee appointed on any date other than the first working day of the pay period shall be eligible to accumulate sick leave credits from the first of the next pay period.

- 24:06** Sick leave shall not accumulate during periods when an employee is absent on sick leave for more than twenty-one (21) consecutive working days.
- 24:07** Where an employee is absent because of illness for more than three (3) consecutive days, the Authority may request a certificate from a medical practitioner stating that the employee was unable to work and stating the nature of the illness. If this certificate is not produced, the employee will not be entitled to sick leave with pay. This certificate may be required after the three (3) days period and if the illness is continuing, progressive reports may be required from the medical practitioner. Any cost for a medical certificate shall be paid by the Authority.
- In cases where the employee does not meet the conditions as outlined in Article 24:01, the Authority may request a certificate from a medical practitioner for periods of less than three (3) days.
- 24:08** If an employee is sick while on his annual vacation and confined to a hospital, bed or wheelchair for a period of three (3) or more consecutive days on the written instruction of a duly qualified medical practitioner, and provided the employee notifies the Manager/Supervisor of the illness immediately following the three (3) days confinement, or when practicable, the Authority shall allow the period of illness to be charged to any existing unused sick leave credits. The Authority will arrange for rescheduling of the number of days charged to unused sick leave as vacation at an alternative time.
- 24:09** Nothing shall prevent the Authority from exercising its discretion in extending more sick leave with pay than an employee is entitled to under this Article.
- 24:10** When an employee is unable to work and is in receipt of an income replacement indemnity (IRI) from the Manitoba Public Insurance (MPI) as a result of an injury incurred in a vehicle accident, the employee may elect to be paid an additional amount which, when combined with the IRI benefit, shall ensure maintenance of net salary consistent as if they were in receipt of regular sick leave. Such additional amount shall be chargeable to the employee's sick leave credits accrued at the time the employee commenced receipt of the IRI and such additional payment shall be payable until the employees accrued sick leave credits have been exhausted.

**24:11** Where an employee is to be absent because of illness, the employee shall endeavour to notify the employee's immediate supervisor of the absence due to illness at least one hour (1) prior to and not more than thirty (30) minutes after the normal hour of beginning work, or as soon thereafter as the means of communication permit.

### **Article 25 - Special Leave**

**25:01** Leave of absence with pay less the amount of any stipend received shall be granted to an employee who is required to attend jury duty, or where an employee is summoned as a witness.

**25:02** An employee shall be granted compassionate leave for a period of four (4) days without loss of salary in the event of a death of a parent, spouse or child.

**25:03** An employee shall be granted compassionate leave for a period of three (3) days without loss of salary in the event of a death of the employee's brother, sister, ward, or relative permanently residing in the employee's household or with whom the employee is permanently residing.

**25:04** (a) An employee may be granted special leave up to a maximum of three (3) days without loss of salary, in the event of the death of the employee's mother-in-law, father-in-law, grandparent, son-in-law, daughter-in-law, brother-in-law or sister-in-law.

(b) An employee shall be entitled to additional compassionate 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 in excess of 225 kilometres from the employee's home.

**25:05** An employee who is entitled to compassionate leave under Sections :02, :03 and :04 during vacation leave shall receive vacation credits equal to the number of days compassionate leave granted.

**25:06** A male employee shall be granted special leave with pay up to a maximum of one (1) day for needs directly related to the birth of his child.

**25:07** An employee shall be granted one (1) day's leave with pay to attend to needs directly related to the adoption of the child. At the employee's option such

leave shall be granted on the day of, or the day following the adoption. The employee may be required to furnish proof of adoption.

**25:08** 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 Authority as follows and charged against the employee's sick leave credits:

- (a) The leave shall be for the purpose 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.

**25:09** An employee's sick leave accumulation under Article 24 Sick Leave will not be reduced to less than twelve (12) days per year as a result of the application of this provision.

### **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.

#### **PLAN A**

**26:02** In order to qualify for Plan A, a pregnant employee must:

- (a) have completed seven (7) continuous months of employment for or with the Authority;
- (b) submit to the Director 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 Director 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 if delivery occurs on or before the date of delivery specified in the certificate mentioned in Article 26:02 (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 Article 26:02 (c) and the actual date of delivery, if delivery occurs after the date mentioned in that certificate;
  - (c) The Director 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 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.

#### PLAN B

- 26:05** In order to qualify for Plan B a pregnant employee must:
- (a) have completed seven (7) continuous months of employment for or with the Authority;
  - (b) submit to the Director 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 Director 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 Director with proof that she has applied for Employment Insurance Benefits and that the Department of Human Resources and Skills Development (HRSD) has agreed that the employee has qualified for and is entitled to such Employment Insurance Benefits.

**26:06** At the employee's request and with the recommendation of the employing authority, the Authority 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.

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

- (a) she will return to work and remain in the employ of the Authority on a full time basis for at least six (6) months following her return to work subject to 26:06; and
- (b) she will return to work on the date of the expiry of her maternity leave unless this date is modified by the General Manager; and
- (c) should she fail to return to work as provided under (a) and/or (b) above, she is indebted to the Authority for the full amount of pay received from the Authority as a maternity allowance during her entire period of maternity leave.
- (d) should she return to work as provided but fail to complete her return service commitment, she is indebted to the Employer for a pro-rated amount based on the number of months she has remaining on her return to service commitment, rounded to the nearest full week.

**26:08** An employee who qualifies is entitled to a maternity leave consisting of:

- (a) a period not exceeding seventeen (17) weeks if delivery occurs on or before the date of delivery specified in the certificate mentioned in Article 26:05 (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 Article 26:05 (c) and the actual date of delivery, if delivery occurs after the date mentioned in that certificate;

(c) The Director may vary the length of maternity leave upon proper certification by the attending physician.

**26:09** During the period of maternity leave, an employee who qualifies is entitled to a Supplement to E.I. Maternity Benefits 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 E.I. Benefits the employee is eligible to receive and ninety-three percent (93%) of her weekly rate of pay;
- (c) all other time as may be provided under Article 26:08 shall be on a leave without pay basis.

**26:10** Plan B does not apply to term employees.

**26:11** During the period of 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 March 31, 1985.

**26:12** 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.

### **Article 27 - Parental Leave**

**27:01** 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
- (c) adopt a child under the law of a province.

- 27:02** An employee who qualifies under :01 must:
- (a) have completed seven (7) continuous months of employment, and
  - (b) submit to the Authority 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.
- 27:03** An employee who qualifies in accordance with :01 and :02 is entitled to Parental Leave without pay for a continuous period of up to thirty-seven (37) weeks.
- 27:04** 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.
- 27:05** 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 Authority.

### **Article 28 - Layoff**

- 28:01** Where by reason of a shortage of work or funds, or the abolition of a position or material changes in duties or organization, the Authority determines that layoff(s) is necessary, the Authority shall determine the classification(s) from which the layoff(s) are to take place.
- 28:02** Subject to this Article, the Authority shall determine the group of employees concerned within each classification from which employees are to be laid off.
- 28:03** Except where specifically provided, this Article does not apply to the layoff of:
- (a) term employees at the end of a specific term of employment
  - (b) term employees with less than two (2) years of seniority.
- 28:04** Where the Authority is laying off an employee, notice of layoff or pay in lieu thereof will be given in accordance with the following:

- (a) Where a term employee is being laid off at the end of a specific term of employment or after completion of a job for which she was specifically employed, no notice of layoff is required.
- (b) Four weeks' notice will be provided to:
  - (i) regular employees
  - (ii) term employees with one (1) or more years of seniority.
- (c) Two weeks' notice will be provided to term employees with less than one (1) year of seniority.

**28:05** The Union will be provided a copy of layoff notices issued to:

- (a) regular employees
- (b) term employees with two (2) or more years seniority

**28:06** Where the layoff of a regular employee(s) is necessary, the Authority shall provide the Union with written notice not less than forty (40) days prior to the date of layoff(s). The parties shall then meet to discuss the steps to be taken to assist the employees affected.

**28:07** For the purposes of this Article, "regular employee(s)" refers to full-time and part-time employee(s) and "term employees(s)" refers to full-time and part-time employee(s).

**28:08** Term employees with less than two (2) years of seniority shall be considered for layoff prior to the layoff of other term or regular employees.

**28:09** An employee who is to be laid off and who elects to exercise the employee's displacement option may displace the most junior employee in the employee's current class subject to the following:

- (a) The employee must have the qualifications and ability to perform the duties which the remaining employees will be required to perform.

- (b) If the employee cannot displace the most junior employee under Subsection (a), the employee may then elect to displace the next most junior employee in the class.
- (c) The process will continue in this manner until the employee is able to displace an employee in the class or there are no displacement opportunities.
- (d) The employee who is displaced and is to be laid off and who elects to exercise the employee's displacement option may displace the most junior employee in the employee's current class in accordance with the process in this Section.

**28:10** An employee who is to be laid off and who has no displacement option within the employee's class as a result of Section :09 may elect to displace the most junior employee in another class which has the same or lower maximum rate of pay, provided the qualifications and ability of the employees are relatively equal. For this purpose, the rate of pay will be based on the bi-weekly rate of pay in the pay plan. The displacement process in that class will follow the provisions of Section :09.

**28:11** Notwithstanding the process required in Section :09, the effective date of the layoff will not change from that provided to the initial laid off employee. The parties agree to take any steps necessary to expedite the process to ensure that an employee who is to be laid off as a result of the displacement process, receives as much notice as possible. As a result, employees who elect to exercise their displacement rights must participate in and co-operate fully with the process or forfeit their displacement right.

**28:12** An employee who is entitled to displace another employee in accordance with the provision of this Article may have a familiarization period in the new position. The purpose of the familiarization period is to allow the employee to become oriented to the specific duties of the position. The familiarization period is not intended to be a period during which the employee acquires the necessary qualifications and ability to enable the employee to displace another employee.

**28:13** Where employees have been laid off, the Authority shall not use casual employees to do the work of the laid off employees except:

- (a) where the laid off employees are not available for work or

(b) in emergency situations.

- 28:14** Where an employee, including a term employee, alleges that his or her layoff has not been in accordance with this Agreement, the Grievance Procedure set forth in this Agreement shall apply except that the grievance shall be initiated at the second step of the procedure.
- 28:15** For purposes of this Article, “qualifications” refers to education, knowledge, training, skills, experience, aptitude, and competence. “Ability” refers to mental, and physical capability. The employer in making a decision with respect to determining which employees are to be retained and which employees are to be laid off, shall determine qualifications, and the ability of employees to perform the duties which the remaining employees will be required to perform, in a fair, reasonable, and non-discriminatory manner. The onus of proof rests with the Authority in any dispute over the application of qualifications, and ability to perform the duties which the remaining employees will be required to perform.
- 28:16** Where the temporary layoff of an employee is necessary, Sections :06, :09, :10, and :11 does not apply. For purposes of this Article a temporary layoff is defined as less than three (3) months duration. Employees shall return to their positions upon expiry of such layoff. This section applies only to situations identified in separate Memoranda of Agreement between the parties.
- 28:17** Employees who are laid off shall be placed on a re-call list for a period of up to twenty-four (24) months from the effective date of the layoff.
- 28:18** The Authority shall maintain a re-call list for all employees covered by this Article who are laid off on other than a temporary basis. A copy will be provided to the Union on request.
- 28:19** Employees who are placed on a re-call list shall be called back to their positions in reverse order of layoff in the classification from which the employee was laid off.
- 28:20** An employee who is on the re-call list must:
- (a) report any change of address to the Authority without delay,

- (b) if called back or provided a reasonable re-employment opportunity, respond to the call-back or reasonable re-employment opportunity within seven (7) days of receipt of notification of call back or reasonable re-employment opportunity. An employee accepting a reasonable re-employment opportunity at a lower rate of pay shall retain their recall rights under Section :19 for the duration of time they would have remained on the recall list.
- (c) return to work within fourteen (14) days of receipt of notification of call-back or reasonable re-employment opportunity or such other date as may be agreed upon between the employee and the Authority.
- (d) except for good and sufficient reasons, accept a call-back or reasonable re-employment opportunity in accordance with this Article or be deemed to have resigned.

**28:21** A “reasonable re-employment opportunity” is a position which the employee is reasonably qualified for and able to perform.

**28:22** A term employee who has been employed in the same position for one (1) or more years of continuous service and who is laid off or whose term expires shall be placed on an employment availability list for a period of one (1) year. During this period, the employee shall be considered for re-employment to the position if it is to be refilled.

**28:23** Employees on a re-call list may be offered re-employment to other positions within the Authority.

**28:24** An employee who accepts another position may be placed on a trial period of not more than six (6) months duration. An employee who is found to be unsuitable during this trial period will be returned to the appropriate re-call list for the greater of six (6) months or the remainder of the employee’s twenty-four (24) month period on the recall list. An employee found to be unsuitable may grieve the decision commencing at Step 2 of the Grievance Procedure. The decision by the General Manager shall be final and binding.

**28:25** If a regular employee accepts a term position as a result of re-employment, the employee’s status as a regular employee shall be maintained. On the expiry of the term appointment, the employee will be permanently laid off,

or remain on the re-call list for the remainder of the twenty-four (24) month period if applicable.

- 28:26** For purposes of this article, where an employee moves, after the date of signing, from another bargaining unit or excluded status with the Manitoba Housing Authority, into this bargaining unit without a break in service, the employee's seniority shall be deemed to be:
- (a) within the first three (3) years, the service within this bargaining unit where there has been no break in service; and
  - (b) after three (3) years, all service with the Manitoba Housing Authority or a predecessor housing authority, where there has been no break in service.

### **Article 29 - Disciplinary Action**

- 29:01** An employee shall only be disciplined for just cause.
- 29:02** A hearing 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.
- 29:03** Where a written report recommending disciplinary action is to be placed on an employee's file, the employee shall be given an opportunity to sign the report indicating he or she has read it. Upon signing the employee shall receive a copy of such a report.
- 29:04** 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. The employee shall sign a copy only to acknowledge its receipt and shall retain a copy.
- 29:05** An employee may grieve any disciplinary action according to the Grievance Procedure. Grievances concerning demotion, suspension or dismissal shall be initiated at Step 3 of the Grievance Procedure.
- 29:06** The person or board 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(s).

**29:07** No notice or payment in lieu thereof is required where an employee is dismissed.

### **Article 30 - Resignation**

**30:01** An employee who resigns from the Authority shall give at least two (2) weeks notice in writing.

**30:02** An employee may, with the approval of the Authority, withdraw his notice of resignation at any time before his resignation becomes effective.

**30:03** **Employees are required to return all materials belonging to the Employer but not limited to equipment and keys prior to or at the date of resignation.**

### **Article 31 - Travel and Meal Allowances**

**31:01** (a) An allowance for the use of a privately owned vehicle, for travel on Authority business, when authorized by a manager, shall be paid as follows:

- (i) distance up to 10,000 kilometres per year  
**Effective 1<sup>st</sup> of the month following the date of signing of the Collective Agreement: 39.4¢/km**
- (ii) distance over 10,000 kilometres per year  
**Effective 1<sup>st</sup> of the month following the date of signing of the Collective Agreement: 31.7¢/km**
- (iii) **Distance up to 11,000 kilometres per year**  
**Effective April 1, 2008: 39.7¢/km**
- (iv) **Distance over 11,000 kilometres per year**  
**Effective April 1, 2008: 32.0¢/km**

- (v) **Distance up to 12,000 kilometres per year  
Effective April 1, 2009** **40.0¢/km**
- (vi) **Distance over 12,000 kilometres per year  
Effective April 1, 2009** **32.3¢/km**

(vii) the use of a privately owned motorcycle, when authorized by a manager, shall be reimbursed at the following rate: 17.3 ¢/km

(vii) distance is that accumulated in the fiscal year – April 1 to March 31

(b) The above allowance covers all costs relative to the operation of the vehicle except bridge, ferry or highway tolls and parking, as authorized, which may be claimed as incurred.

**31:02** (a) “Service Use” means the use of vehicles on field maintenance projects where the vehicle is primarily used to transport significant amounts of materials, equipment and staff on the project site. A claim may not be made for Service Use on the same day as a claim under Section :01 or :03.

(b) When authorized by the Authority, an employee requested to provide a vehicle for its service use will be paid at the following rates according to the type of vehicle supplied:

- (i) Automobiles \$14.54/day plus 17.9 cents/km
- (ii) Trucks up to and including one (1) ton or vans \$16.44/day plus 20.1 cents/km

**31:03** (a) Where an employee is required as a condition of employment to provide a personal vehicle for use in carrying out the employee’s duties on behalf of the Authority, then the provisions of this Section shall apply.

(b) By March 1 of each year, the employee shall select one of the following methods of compensation of vehicle expenses which will apply to the employee for the following fiscal year from April 1 to March 31.

- (i) Option A - compensation in accordance with Section 31:01 rates.
- (ii) Option B - when authorized by the Authority, an employee required to provide a vehicle as a condition of employment will be paid for each day of use of the vehicle at the following rates based on the type of vehicle supplied:
  - (1) automobiles: \$6.61 plus 24.4 cents/km
  - (2) trucks \$7.12 plus 27.5 cents/km

The truck rate will only apply when a truck is specifically required for the work.

- 31:04** Business miles do not include trips to and from an employee's residence except where an employee is called out from home after normal work hours, or on weekends and holidays.
- 31:05** For employees who regularly use their vehicle on authority business as per 31:02 (a) the Authority shall pay the difference in premium cost to insure the vehicle for business use to a level as specified by the Authority for liability insurance, over and above the cost of all-purpose coverage liability insurance and minimum deductible In the event that an employee who provides a vehicle on a part-time or casual basis will drive 1,000 or more business miles, the Authority will pay a pro-rated portion of the additional business insurance for the remainder of the insurance year. The Authority will pay the minimum deductible in any claim.
- 31:06** An employee who works two (2) hours or more overtime in any day shall be provided with a meal allowance of five dollars and seventy eight cents (\$5.78) by the Authority.
- 31:07** **An employee who is in travel status may claim an incidentals allowance for each night of:**
- (a) **commercial accommodation**

**Effective the 1<sup>st</sup> of the month following the date of signing of the Collective Agreement: four dollars and ninety three cents (\$4.30)**

**(b) non-commercial accommodation**

Effective the 1<sup>st</sup> of the month following the date of signing of the Collective Agreement: two dollars and ninety cents (\$2.90)

**31:08** The Authority shall pay to employees who are in travel status on Authority business the following rates effective the 1<sup>st</sup> of the month following the date of signing of the Collective Agreement:

**Individual Meals**

	<u>Breakfast</u>	<u>Luncheon</u>	<u>Dinner</u>
In all regions	\$6.85	\$8.85	\$15.70

**Article 32 - Temporary Appointment to Higher Duties**

- 32:01** Where an employee is directed to perform for ten (10) consecutive days the full duties of another employee whose maximum rate of pay is greater than his own, he shall be temporarily appointed at the minimum step of the pay range of the classification of the employee for which his duties he is required to perform, but not less than one (1) increment more than his rate of pay whichever is the greatest amount, effective the date of commencement of performing such duties.
- 32:02** Where, in accordance with section :01, an employee is directed to perform the duties of a higher paid position, the Authority shall provide the employee written authorization to do so prior to the commencement of such duties.
- 32:03** For purposes of interpretation of this Article, “the full duties” under this Article means the duties that would have been performed by the incumbent during the period in which he has been replaced
- 32:04** Where an acting status appointment to a position within the bargaining unit will exceed twelve (12) continuous months, the Authority will notify the Union of the reasons. A meeting may be held to discuss the matter at the request of either party
- 32:05** Section :04 does not apply where an employee is replacing an employee who is absent for any reason.

### **Article 33 - Union Business**

- 33:01** The Authority and the Union agree that there shall be no discrimination, interference, restriction, or coercion exercised or practised with respect to any employee for reason of membership or activity in the Union. Unless especially provided for in this section or elsewhere in this Agreement, or otherwise agreed to, any such activity shall not occur during working time.
- 33:02** The Authority recognizes the Union's right to select Stewards and the right of a Steward to represent employees in his work location.
- 33:03** The Authority agrees to provide reasonable time off with pay to a Steward or an alternate employee to process a grievance at Step 1 and Step 2 of the Grievance Procedure.
- 33:04** Upon the written request of the Union, the Authority shall grant leave of absence with pay to employees serving as stewards of the Union for the purpose of carrying on the necessary business of the Union; such leave not to exceed a total of thirty-six (36) working days per contract year, unless mutually agreed by the parties.
- 33:05** Where leave of absence has been granted under the preceding clause, the Union shall reimburse the Authority one hundred percent (100%) of the wages paid to such employees for the period of absence. The reimbursement of wages for up to three (3) employees shall not apply to such employees representing bargaining unit employees of the Authority during collective bargaining.
- 33:06** Subject to Section 7:02, special leave (of more than one (1) day's duration) must be approved by the Authority (i.e. conventions, etc.).
- 33:07** The Authority agrees to allow the Union use of space on the lunch room bulletin board for the purpose of posting official Union information relating to business affairs, meetings, and social events provided the information does not contain anything that is adverse to the interests of The Authority. The Director, Winnipeg District Office or designate shall have the right to refuse to post or remove the posting of any information.
- 33:08** Upon request a union representative shall be provided with the opportunity to meet with newly hired employees for up to twenty (20) minutes during

regular working hours. The time shall be established by agreement subject to operational requirements.

### **Article 34 - Group Life Insurance**

**34:01** The parties agree to the continuation of the Group Life Insurance Plan. Contents of the Plan shall be the same as that of The Manitoba Civil Service and altered identically when changes are made.

### **Article 35 - Severance Pay**

**35:01** (a) Employees with ten (10) or more years of continuous employment whose services are terminated as a result of retirement in accordance with the provisions of the Civil Service Superannuation Act, or death, or who must terminate for health reasons shall be entitled to be paid severance pay in the amount of one (1) week's pay for each complete year of continuous employment. For employees who are permanently laid off, the qualifying period for severance pay shall be three (3) or more years of continuous employment.

(b) The total amount of severance pay shall not exceed twenty-two (22) weeks' pay. The rate of pay referred to in this Section shall be the last rate of pay in effect for the employee at the time of retirement, permanent layoff, death or termination for health.

**35:02** In the case of employees who are on temporary layoff at the time of retirement, permanent layoff, death, or voluntary resignation, the employee or his estate shall receive severance pay at the rate paid the employee when he last worked.

**35:03** For purposes of calculation of :01, if an employee has been a part-time employee, for the period of part-time employment the one week severance pay shall be pro-rated based on the time worked for the complete year of continuous employment in accordance with the following formula:

Number of hours worked divided by 2080/1820 x 5 days = number of days to be paid.

### **Article 36 - Labour Management Committee**

**36:01** The Authority and the Union agree to the formation of a Joint Winnipeg-Rural Labour Management Committee in order that matters of a mutual concern can be discussed.

- 36:02** The Committee shall establish terms of reference governing frequency of meetings, designation of Committee chairpersons and other such matters as may be required for the Committee to conduct its business.
- 36:03** The Committee shall not have jurisdiction over any matter of Collective Bargaining, or the administration of this Collective Agreement. The Committee shall not have the power to bind either the Union, the employees, or the Authority to any decisions or conclusions reached in their discussions.
- 36:04** The Union shall appoint up to three (3) members from the Rural bargaining unit and up to three (3) members from the Winnipeg bargaining unit as members of the Labour Management Committee. The employees will not suffer any loss of pay for attendance at Labour Management Committee meetings.
- 36:05** The Authority shall appoint up to six (6) management members to the Labour Management Committee. At no time shall the number of management members exceed the number of Union members.

### **Article 37 - Salary Schedule**

- 37:01** The salary ranges of the salary schedule insofar as it applies to employees of the Authority covered by this Agreement, after being mutually agreed upon by both parties hereto shall be incorporated into this Agreement.
- 37:02** Employees shall be paid in bi-weekly pay periods in accordance with **the Salary Schedule**.
- 37:03** Employees who receive salary increases under the provisions of this Agreement will be paid the increase effective the first day of the bi-weekly pay period that includes the day on which the increase came into effect.
- 37:04** Whenever an employee is promoted and where the pay range permits, he shall be paid at a rate of pay that is at least one (1) increment higher than the rate of pay in his former position or the maximum salary for the position to which he is promoted, whichever is lesser.
- 37:05** Except as provided in 37:06, an employee shall be entitled to an increment on his anniversary date, until he reaches the top of his salary range within his classification.

- 37:06** Increments as set out in 37:05 may be withheld for unsatisfactory performance provided the employee is notified in writing of such intention to withhold at least fourteen (14) calendar days prior to the employee's anniversary date. Such notice will itemize the reasons.
- 37:07** An increment that has not been granted for any reason(s) may be granted to the employee on the first day of the next or subsequent month following the date when the reason(s) for not granting the increment is remedied.
- 37:08** The Authority at its own option will have the prerogative to advance to an employee an increment prior to his anniversary date.

### **Article 38 - Transfer of Benefits**

- 38:01** For employees recruited directly from the Civil Service of the Province of Manitoba, the Authority agrees to transfer any unused sick leave and vacation credits, anniversary date, and all years of service used for the purpose of calculating benefits under the provisions of this Agreement.

### **Article 39 - Seniority**

- 39:01** "Seniority" means the length of service with the Authority as defined in this Article provided such service has not been broken by termination of the employee.
- 39:02** Seniority shall include only the following:
- (a) regular paid time;
  - (b) periods of workers compensation;
  - (c) periods of maternity leave and/or parental leave;
  - (d) periods of adoptive parent leave;
  - (e) approved educational leave to a maximum of one (1) year;
  - (f) any sick leave without pay necessary to satisfy the elimination period of the Long Term Disability Plan.
  - (g) **leaves without pay to a maximum accumulation of twenty (20) working days in a calendar year.**
- 39:03** An employee will lose all seniority when the employee:
- (a) resigns

- (b) retires
- (c) is dismissed and not reinstated
- (d) is deceased
- (e) is permanently laid off
- (f) is terminated at the expiry of the employee's term of employment

- 39:04** (a) The seniority list shall be compiled annually for service up to December 31.
- (b) The list will be forwarded to the Union within sixty (60) days of December 31 of each year and posted in work locations.

### **Article 40 - Protective Clothing and Tools**

- 40:01** (a) The Authority agrees to provide to its Maintenance Personnel, on a loan basis, safety items such as hard hats and non-prescription safety glasses, etc., to the Authority's specification, when requested.
- (b) Where the Authority determines that other employees require safety items they shall be provided to the employee on a loan basis.
- 40:02** If such equipment is lost or damaged (other than damaged during accidental on-the-job use), the reasonable replacement cost shall be at the employee's expense.
- 40:03** Should the employee resign or be terminated, the loaned equipment is to be returned to the Authority.
- 40:04** Employees who have to replace hand tools and provide a receipt showing the amount paid shall be reimbursed up to a maximum of \$150.00 per calendar year.

### **Article 41 - Strikes and Lock-Outs**

- 41:01** The Authority and the Union agree that no cessation of work shall occur through strikes or lock-outs during the term of this Collective Agreement and any dispute that may arise shall be settled by the Grievance Procedure.

**41:02** The Union agrees to provide the Manitoba Housing Authority with fourteen (14) calendar days notice prior to the occurrence of a strike as defined by *The Labour Relations Act*.

### **Article 42 - Contracting Out**

**42:01** There shall be no contracting out of work normally performed by employees of the Authority if it would deprive an employee of his employment.

### **Article 43 - Dental Plan**

**43:01** The parties agree to the continuation of the Dental Plan. Contents of the Plan shall be the same as that of the Manitoba Civil Service and altered identically when changes are made.

### **Article 44 - Civil Liability**

**44:01** If an action or proceeding is brought against any employee covered by this Agreement for an alleged tort committed by her in the performance of her duties, then:

- (a) The employee, upon being served with any legal process, or upon receipt of any action or proceeding as herein before referred to, being commenced against her shall advise the Authority of any such notification or legal process;
- (b) The Authority 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 Authority 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 Authority before the same is finalized, provided the conduct of the employee which gave rise to the action did not constitute gross negligence of her duty as an employee.
- (d) Upon the employee notifying the Authority in accordance with paragraph (a) above, the Authority and the employee shall forthwith meet and appoint counsel that is mutually agreeable to both parties. Should the parties be unable to agree on counsel that is satisfactory to

both, then the Authority shall unilaterally appoint counsel. The Authority accepts full responsibility for the conduct of the action and the employee agrees to co-operate fully with appointed counsel.

### **Article 45 - Shift Premium**

- 45:01** (a) An employee who works a shift where half or more of the hours are worked between 5:00 p.m. and 5:00 a.m. shall receive a shift premium for the shift in addition to the employee's regular pay. The shift premium shall be:
- (i) **Effective the 1<sup>st</sup> day of the bi-weekly pay period following the date of signing of the Collective Agreement - eleven dollars and twenty cents (\$11.20);**
  - (ii) **Effective the 1<sup>st</sup> day of the bi-weekly pay period following April 1, 2008 - eleven dollars and sixty cents (\$11.60).**

**45:02** An employee who works a shift in excess of the regular eight (8) hours, (e.g. twelve (12) hours) where half or more of the hours are worked between 5:00 p.m. and 5:00 a.m. shall be paid shift premium based on the following formula:

Effective shift premium rate divided by eight (8) multiplied by the total number of hours worked.

**45:03** The shift premium shall not be included in the calculation of overtime payments, superannuation, group life insurance, sick leave payments, vacation pay or other employee benefits.

**45:04** The shift premium shall not be included in the calculation of Superannuation, Group Life Insurance, Sick Leave Payments, Vacation Pay or any other employee benefits not specifically included.

### **Article 46 - Long Term Disability Income Plan**

**46:01** Subject to costing up to a maximum of one percent (1%) of insurable payroll a Long Term Disability Income Plan will be maintained.

**46:02** If the carrier cannot agree to maintain such plan the parties will meet to review the matter.

### **Article 47 - No Discrimination**

**47:01** The parties hereto agree that there shall be no discrimination, harassment, coercion, or interference exercised or practiced by either party with respect to any employee by reason of age, sex, marital status, race, creed, colour, ethnic or national origin, political or religious affiliation or membership or activity in the Union.

### **Article 48 - Standby**

**48:01** The normal hours of work for the designated maintenance personnel are 8:00 a.m. to 4:30 p.m. Monday through Friday.

**48:02** An employee cannot be on standby for more than one hundred and twenty-five and one-half (125.5) hours per regular calendar week which excludes statutory holidays.

**48:03** An employee, who has been designated by the employing authority or authorized supervisor to be available on standby during off duty hours on a regular working day, shall be entitled to payment for each fifteen and one half (15.5) hour period of standby of **twenty eight dollars and fifty cents (\$28.50)** effective the first day of the bi-weekly pay period following date of signing.

**48:04** For standby on a day of rest or on a paid holiday that is not a working day the payment for each twenty-four (24) hour period shall be **forty-four dollars (\$44.00)** effective the first day of the bi-weekly pay period following date of signing.

**48:05** To be eligible for standby payment, an employee designated for standby duty must be available during the period of stand by at a known telephone number or by another method of communication as mutually agreed between the supervisor and the employee, and must be available to return for duty as quickly as possible if called.

**48:06** The standby payment includes the responsibility to respond to telephone calls and other forms of electronic communications which do not involve a

return to work. If such calls individually or in total exceed one-half (½) hour, the employee is entitled to claim overtime for the period beyond one-half (½) hour at the applicable overtime rate. Article 16:05 respecting minimum call back does not apply in these circumstances.

**48:07** An employee on standby who is called back to work shall be compensated in accordance with call back provisions outlined in Article 16 in addition to standby pay.

### **Article 49 - Sexual Harassment**

**49:01** The Authority and the Union agree that no form of sexual harassment shall be condoned in the workplace. Situations involving sexual harassment shall be treated in strict confidence by both the Authority and the Union.

### **Article 50 - Technological Change**

**50:01** The Authority and the Union recognize that technological change can offer significant improvements in the quality and quantity of services provided to the public.

**50:02** For purposes of this Article, “technological change” means the introduction of equipment or material into Authority operations which is likely to affect the security of employment of regular employees.

**50:03** The Authority 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.

**50:04** Where the Authority intends to introduce technological change, the following procedure will be followed:

- (a) the Authority will provide the Union with six (6) months 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 except where the retraining is not available during the employee's normal working hours;
- (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 two (2) worker representatives and two (2) management representatives. The role of the Committee will be to facilitate the implementation of the technological change in a manner consistent with this Article.

**50:05** 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 Agreement.

### **Article 51 - Retroactive Wages**

**51:01** Retroactive pay adjustments for the period between the expiration of the previous Agreement and the date of signing this Agreement shall apply to:


- (a) employees who are in the employ of the Manitoba Housing Authority on the date of signing of this Agreement;
- (b) employees who have left the service during the above-mentioned period but who have retired in accordance with the provisions of The Civil Service Superannuation Act or who have died in service;
- (c) employees who have left the service during the above-mentioned period by reason of being laid off by the employing authority;
- (d) term employees terminated at the end of a specific term of employment or after the completion of the specific job for which they were employed.


**Article 52 - Accommodation of Employees With Disabilities**

**52:01 The Employer and the Union recognize the importance of the accommodation of employees with disabilities in the workplace. Where necessary, the employer and union may, by mutual agreement, waive or amend relevant provision of the collective agreement to facilitate a specific accommodation.**

In witness whereof, the General Manager, hereunto set their hands for, and on behalf of, The Manitoba Housing Authority, and the Union and Negotiating Committee have hereunto set their hands for, and on behalf of, the Manitoba Government and General Employees' Union.

This Agreement signed on this 19 day of July, 2007.

  
On Behalf of the Manitoba Government  
and General Employees' Union

  
On Behalf of the Manitoba  
Housing Authority

  
Negotiating Committee Member

  
On Behalf of the Manitoba  
Housing Authority

**Schedule “A”**

Monitor

Lead Monitor

Food Service Worker 1

Food Service Worker 2

Lead Food Services Worker

**Driver**

**Commissary Cook**

**Schedule “B”**

Maintenance Coordinator

Power Engineer

Technical Officer

Technical Officer 2

## Appendix “A”

### Casual Employees

**1:01** The only provisions of this Agreement which apply to casual employees are as follows:

Article 2	Definitions
Article 3	Recognition and Scope
Article 6	Membership
Article 7	Management Rights
Article 18	Holidays:
	- Provisions respecting 1 ½ x for time worked on the listed holidays only.
	- All other provisions in accordance with the Employment Standards Code.
Article 19	Employee Performance Review and Employee Files
Article 20	Grievance Procedure
	- Limited to the provisions of this Article.
Article 21	Arbitration Procedure
	- Limited to the provisions in this Article.
Article 29	Disciplinary Action
Article 40	Protective Clothing and Tools
	- Sections :01, :02, and :03 only.
Article 44	Civil Liability
Article 45	Shift Premium
Article 47	No Discrimination
Article 49	Sexual Harassment
Article 51	Retroactive Wages

**1:02** Overtime

- (a) Daily overtime is only payable when the employee has worked beyond the normal daily hours for that classification, i.e. eight (8) or seven and one-quarter (7 ¼) hours;
- (b) Overtime on a day of rest is only payable when an employee has worked at least five (5) days in a week, i.e. a casual employee only has two (2) “days of rest” per week;

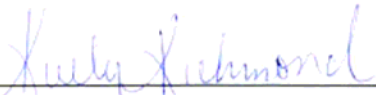
(c) Certain shift configurations may require working more than five (5) days per week without payment of overtime.

- 1:03** There is no obligation for the employing authority to offer work to a casual employee or for a casual employee to accept work that is offered.
- 1:04** A casual employee who has not worked for a period of forty-five (45) calendar days may be terminated at the sole discretion of the Authority. If an employee who has been terminated in accordance with this section is rehired as a casual employee within twelve (12) months, the employee will receive credit for the employee's previous casual service for purpose of the one hundred and sixty (160) hour period set out in Article 3:03.
- 1:05** A casual employee who is working in a second job with the Authority must meet the requirements of Article 3:03 with respect to accumulated service in the second job. The same requirements will also apply to any subsequent jobs.
- 1:06** Where casual employees are employed within positions for which there is no appropriate Authority classification, the classes and pay ranges of the employees will be deemed to be part of the Agreement pay plan and the employees will be paid at those rates plus any general pay increases until revised classes and pay ranges are negotiated by the parties. There shall be no retroactivity with respect to such revised classes and ranges. The rate of pay shall not be less than the lowest rate of pay set out in the appropriate component pay plan except as may be provided in a separate Memorandum of Agreement between the parties.

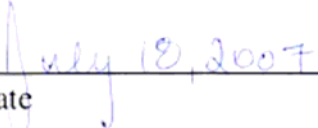
## Memorandum of Agreement #1

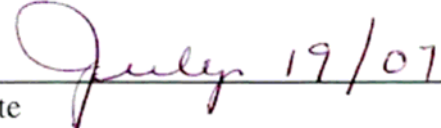
### Subject: Job Classification

The parties hereto agree that the phrase “perform such other duties as may be assigned from time to time” shall be deemed to be amended to read “performs such other related duties as may be assigned from time to time” where it appears in existing Job Classifications. The Authority further agrees that these amendments will be incorporated into any new or amended Job Classifications which may be developed from time to time.

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

  
\_\_\_\_\_  
On Behalf of the Manitoba  
Housing Authority

  
\_\_\_\_\_  
Date

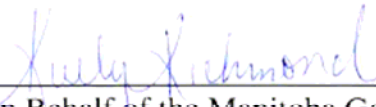
  
\_\_\_\_\_  
Date

**Memorandum of Agreement #2**

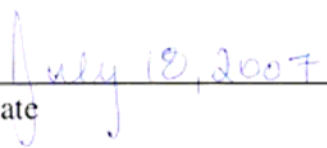
**Subject: Ambulance and Hospital Semi-Private Plan**

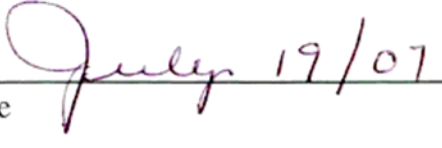
The Authority will implement an Ambulance and Hospital Semi-Private Plan (AHSP) effective May 1, 1988 in accordance with the following:

- (a) premiums will be paid in accordance with those paid by the Manitoba Civil Service. Any difference in premiums (if any) will be paid by the employees;
- (b) the plan will provide similar benefits to the plan currently provided to employees and their dependants on a voluntary basis.

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

  
\_\_\_\_\_  
On Behalf of the Manitoba  
Housing Authority

  
\_\_\_\_\_  
Date

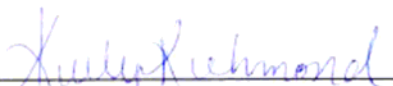
  
\_\_\_\_\_  
Date

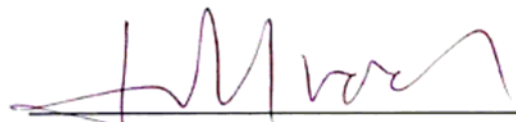
**Memorandum of Agreement #3**

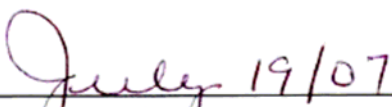
**Subject: Vision Care Plan**

The parties agree to the continuation of the Vision Care Plan as follows:

- (a) Eligibility requirements for employees and dependents will be the same as those in effect for the Dental Plan.
- (b) Co-insurance will be 80%/20%.
- (c) The maximum payment under the Plan will be up to two hundred and twenty-five dollars (\$225.00) effective the first of the month following the date of signing.
- (d) Coverage will include prescription lenses and eye examinations.
- (e) Effective the first of the month following the date of signing of this Agreement and limited to vision care services performed on and after that date, the basis for payment shall be the **2007** Optometric or Ophthalmological Fee Schedule.
- (f) The **2008** and **2009** Fee Guides will be implemented effective January 1 of each respective year.
- (g) Changes to the Dental Plan respecting eligibility during Maternity Leave and prorated family coverage for part-time employees will also apply to the Vision Care Plan.

  
On Behalf of the Manitoba Government  
and General Employees' Union

  
On Behalf of the Manitoba  
Housing Authority

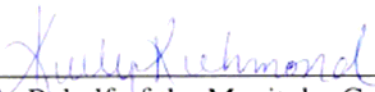
  
Date

**Memorandum of Agreement #4**

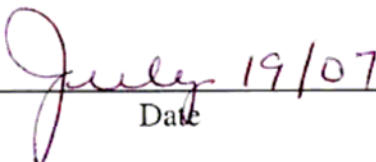
**Subject: Hourly Based Benefits**

During the life of the agreement, the parties agree to establish a joint committee to investigate the feasibility of introducing standardized hourly based benefit calculations on a basis which would be cost neutral to the Authority and benefit neutral to existing employees.

**This Committee will be convened at the call of the Authority when it approves the implementation of an hourly based payroll system.**

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

  
\_\_\_\_\_  
On Behalf of the Manitoba  
Housing Authority

  
\_\_\_\_\_  
Date

## Memorandum of Agreement #5

### Subject: Vehicle Use - Grandparented Employees

:01 The current practice will continue for employees listed in :02 below and the following rates will be paid in place of the rates set out in Article 31:03 (b) (ii), so long as the employee remains in his or her current position.

(a) Automobiles

\$13.13/day plus 16.2 cents/km

(b) Trucks up to and including one (1) ton or vans

\$14.89/day plus 18.2 cents/km

### :02 Property Managers

Janis Garnet

Wendy Popkes

Nalini Sankar

Georgina Tremblay

### Tenant Relations Officers (AO2)

Leslie Crouch

Eleanor Hart

Kenneth Hodges

Nadine Irvine

Lillian Reis-Grossman

### Maintenance Coordinators (MT4)

Brian Desorcy

August Mauws

Donald Giesbrecht

Joey Komoski

John Klassen

### Power Engineer


George Antonisen

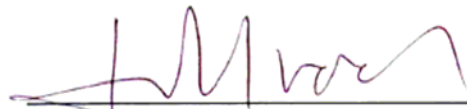
## Memorandum of Agreement #6

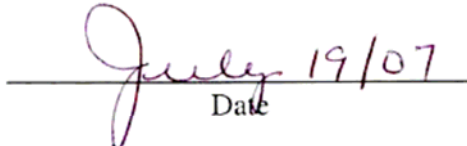
### Subject: Long Term Disability Plan (LTD)

The Authority agrees to transfer employees from the current LTD plan to be Peripheral Group policy and adopt its plan design. The current cost for the plan is 1.26% of covered payroll. This agreement is without prejudice or precedent to the Authorities ability to enforce the terms of the collective agreement as set out in Article 46.

This transfer will be done as soon as possible after the date of signing of the collective agreement.

  
On Behalf of the Manitoba Government  
and General Employees' Union

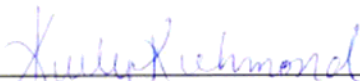
  
On Behalf of the Manitoba  
Housing Authority

  
Date

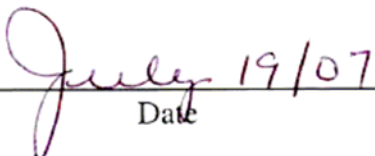
## Memorandum of Agreement #7

### Subject: Drug Plan

1. The Authority agreed to implement a Drug Care plan effective October 1, 2001 as follows:
  - (a) eligibility requirement for employees and dependants will be the same as the Dental Services Plan;
  - (b) co-insurance be based on 80% reimbursement;
  - (b) the maximum payment per contract (family) is **seven hundred** dollars (**\$700.00**) per year effective **April 1, 2008**.
2. Other terms and conditions of the Drug Care Plan will be similar to those currently in effect for the Drug coverage provisions of the existing employee-paid Extended Health Benefit (EHB) plan.
3. The parties agree that the Drug coverage in the Employee Health Benefit Plan will terminate September 30, 2001. The parties will meet to determine how to deal with the resulting savings to that plan. Options could include adding coverage for additional services such as those proposed by the Union and/or reducing premiums.

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

  
\_\_\_\_\_  
On Behalf of the Manitoba  
Housing Authority

  
\_\_\_\_\_  
Date


## Memorandum of Agreement #8

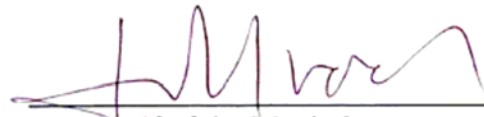
**Subject: Essential Services**

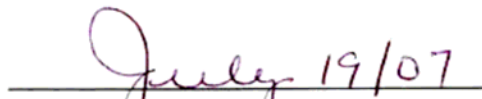
---

The Manitoba Government and General Employees' Union and the Manitoba Housing Authority agree to meet and negotiate an essential services agreement based on the health care essential services model negotiated by the regional health authorities of Manitoba and the various health care unions.

The Agreement is to be finalized by September 30, **2010**. If agreement is not reached the dispute resolution mechanism of the health care essential services model will be used.

  
On Behalf of the Manitoba Government  
and General Employees' Union

  
On Behalf of the Manitoba  
Housing Authority

  
Date

## Memorandum of Agreement #9


### **Subject: Joint Labour-Management**

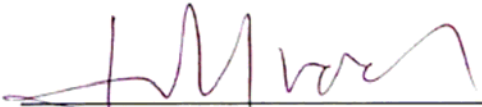
---

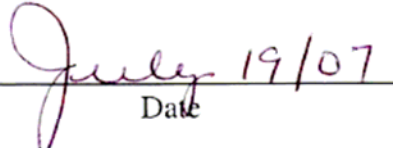
The parties have agreed through Collective Bargaining that the following matters shall be referred to the Joint Labour-Management Committee for discussions:

1. The manageability of excessive workload issues for particular groups of employees;
2. The appropriate and ethical use of electronic monitoring devices in the workplace and in Authority vehicles;
3. The Authority's Respectful Workplace policy;
4. An examination of potential health and wellness initiatives that could be undertaken in the workplace.

The Labour-Management Committee may make recommendations to the Authority on these issues. The recommendations of the Committee on these matters shall not be binding on the Authority.

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

  
\_\_\_\_\_  
On Behalf of the Manitoba  
Housing Authority

  
\_\_\_\_\_  
Date

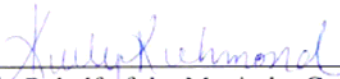
## Memorandum of Agreement #10

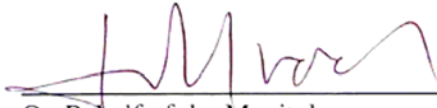
**Subject: Health Spending Account (HSA)**

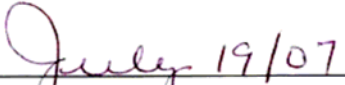
---

The parties agree to the establishment of a Health Spending Account for permanent full and part-time employees within the following parameters:

- The Health Spending Account shall apply to permanent full and part-time employees on staff as of April 1, 2008.
- The HSA shall become applicable to claims for allowable expenses (as determined by the account plan) incurred commencing April 1, 2008.
- Effective April 1, 2008, maximum claims shall be two hundred (\$200.00)/year per full-time employee and one hundred dollars (\$100.00)/year per part-time employee.
- Effective January 1, 2009, and applicable to permanent full and part-time employees on staff as of January 1, 2009, maximum claims shall be increased to two hundred and fifty dollars (\$250.00)/year per full-time employee and one hundred and twenty-five dollars (\$125.00)/year per part-time employee.
- There is no carryover of HSA dollars from one year to the next, but an employee can carry forward claims for up to one year. i.e. a full-time employee had \$275 in claims in 2009. The employee can claim the \$250 and carry forward the additional \$25 in claims for up to one year.
- Employees can apply for reimbursement once claims total \$100 (i.e. the "trigger point").
- Reimbursement for claims is once every two months.
- An employee must file a claim.
- Employees to receive annual statements.
- The plan shall use Revenue Canada's definition of dependent (i.e. an employee can pay HSA eligible expenses for anyone for whom they can claim a tax deduction).
- Plan coverage and administration is to be determined by the Employer.

  
 On Behalf of the Manitoba Government  
 and General Employees' Union

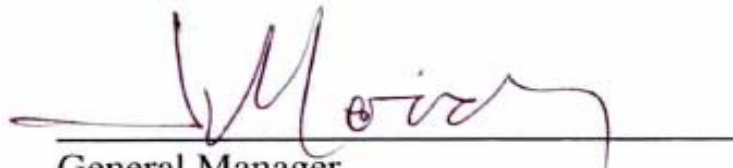
  
 On Behalf of the Manitoba  
 Housing Authority

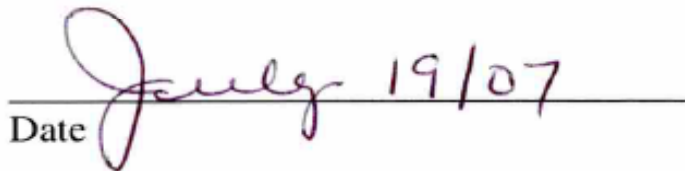
  
 Date

## Letter of Understanding

**Subject: Term Employees**

This letter applies to term employees occupying positions within the Manitoba Housing Authority that are funded on a cost shared basis with another organization. When such a position ceases to be cost shared with another organization and becomes totally funded by the Authority as a continuing position, the Authority will undertake to convert the employee in the position to regular status.

  
\_\_\_\_\_  
General Manager,  
Manitoba Housing Authority

  
\_\_\_\_\_  
Date

## Letter of Understanding

**Subject: Other Employment Opportunities**

For information only, the Authority will notify employees of this bargaining unit of vacant positions within the Building Superintendent bargaining unit of the Winnipeg District Office. Where an excluded position listed in Article 3:02 is to be formally advertised the employees of this bargaining unit will be notified.



\_\_\_\_\_  
General Manager,  
Manitoba Housing Authority

\_\_\_\_\_  
Date July 19/07

## Salary Schedule

### Manitoba Housing Authority (MGEU) Winnipeg Office Employees

**Effective 2006 04 01 through to 2007 03 31**

Accounts Receivable Coordinator (ARC)	32,606 1,249.90 17.24	33,400 1,280.35 17.66	34,365 1,317.33 18.17	35,311 1,353.58 18.67	36,256 1,389.83 19.17	37,353 1,431.88 19.75
Administrative Officer Officer 2 (AO2)	36,502 1,399.25 19.30	37,429 1,434.78 19.79	38,413 1,472.48 20.31	39,377 1,509.45 20.82	40,493 1,552.23 21.41	41,552 1,592.83 21.97
Administrative Officer Officer 3 (AO3)	37,656 1,443.48 19.91	38,658 1,481.90 20.44	39,737 1,523.23 21.01	40,909 1,568.18 21.63	42,025 1,610.95 22.22	43,273 1,658.80 22.88
Administrative Secretary (AY)	26,138 1,001.95 13.82	27,084 1,038.20 14.32	27,935 1,070.83 14.77	28,861 1,106.35 15.26	29,902 1,146.23 15.81	30,885 1,183.93 16.33
Clerk 1 (CL1)	26,686 1,022.98 14.11	27,575 1,057.05 14.58	28,407 1,088.95 15.02	29,391 1,126.65 15.54	30,280 1,160.73 16.01	31,320 1,200.60 16.56
Clerk 2 (CL2)	27,103 1,038.93 14.33	27,973 1,072.28 14.79	28,805 1,104.18 15.23	29,788 1,141.88 15.75	30,828 1,181.75 16.30	32,001 1,226.70 16.92
Clerk 3 (CL3)	29,675 1,137.53 15.69	30,601 1,173.05 16.18	31,680 1,214.38 16.75	32,701 1,253.53 17.29	33,911 1,299.93 17.93	35,178 1,348.50 18.60
Clerk Typist/ Receptionist (CT)	23,698 908.43 12.53	24,606 943.23 13.01	25,400 973.68 13.43	26,327 1,009.20 13.92	27,292 1,046.18 14.43	28,332 1,086.05 14.98
Commissary Cook (CC)	28,988 1,111.20 13.89	29,864 1,144.80 14.31	31,680 1,214.40 15.18	32,619 1,250.40 15.63	33,600 1,288.00 16.10	

Coordinator, Sponsor Programs (CSP)	41,439 1,588.48 21.91	42,990 1,647.93 22.73	44,559 1,708.10 23.56	46,205 1,771.18 24.43	47,926 1,837.15 25.34	49,723 1,906.03 26.29
Driver (DD)	16,257 623.20 7.79					
Food Service Worker I (FS1)	18,261 700.00 8.75					
* Food Service Worker II (FS2)	20,181 773.60 9.67	20,682 792.80 9.91	21,433 821.60 10.27	22,017 844.00 10.55		
* Lead Food Services Worker (LFS)	21,579 827.20 10.34	22,080 846.40 10.58	22,894 877.60 10.97	23,478 900.00 11.25		
Lead Monitor (M2)	24,355 933.60 11.67	25,357 972.00 12.15	26,275 1,007.20 12.59	27,193 1,042.40 13.03	28,320 1,085.60 13.57	29,426 1,128.00 14.10
Maintenance Coordinator (MT4)	39,297 1,506.40 18.83	40,696 1,560.00 19.50	42,157 1,616.00 20.20	43,680 1,674.40 20.93		
Maintenance Tradesperson (MT3)	34,727 1,331.20 16.64	35,791 1,372.00 17.15	36,772 1,409.60 17.62	37,920 1,453.60 18.17		
Monitor (M1)	22,310 855.20 10.69	23,228 890.40 11.13	24,188 927.20 11.59	25,190 965.60 12.07	26,233 1,005.60 12.57	27,277 1,045.60 13.07
Operating Engineer (OP)	34,727 1,331.20 16.64	35,791 1,372.00 17.15	36,772 1,409.60 17.62	37,920 1,453.60 18.17		
Property Assistant (PRA)	28,521 1,093.30 15.08	29,429 1,128.10 15.56	30,488 1,168.70 16.12	31,471 1,206.40 16.64	32,568 1,248.45 17.22	33,646 1,289.78 17.79

Property Manager 2 (PM2)	35,500 1,360.83 18.77	36,880 1,413.75 19.50	38,167 1,463.05 20.18	39,528 1,515.25 20.90	40,947 1,569.63 21.65	43,273 1,658.80 22.88
Technical Officer (TE1)	41,739 1,600.00 20.00	43,221 1,656.80 20.71	44,849 1,719.20 21.49	46,497 1,782.40 22.28	48,292 1,851.20 23.14	
Technical Officer 2 (TE2)	47,854 1,834.40 22.93	49,565 1,900.00 23.75	51,506 1,974.40 24.68	53,510 2,051.20 25.64	55,555 2,129.60 26.62	57,704 2,212.00 27.65
Tenant Resource Coordinator (TRO)	29,675 1,137.53 15.69	30,601 1,173.05 16.18	31,680 1,214.38 16.75	32,701 1,253.53 17.29	33,911 1,299.93 17.93	35,178 1,348.50 18.60
Tenant Resource Worker (TRW)	26,686 1,022.98 14.11	27,575 1,057.05 14.58	28,407 1,088.95 15.02	29,391 1,126.65 15.54	30,280 1,160.73 16.01	31,320 1,200.60 16.56
Tenant Service Coordinator (TSC)	37,656 1,443.48 19.91	38,658 1,481.90 20.44	39,737 1,523.23 21.01	40,909 1,568.18 21.63	42,025 1,610.95 22.22	43,273 1,658.80 22.88

**\*Employees classified as FS2 or LFS are eligible to be considered for a merit increment every 6 months according to the provisions of Article 37.**

## Salary Schedule

### Manitoba Housing Authority (MGEU) Winnipeg Office Employees

**Effective 2007 04 01 through to 2008 03 31**

Accounts Receivable Coordinator (ARC)	33,420 1,281.08 17.67	34,233 1,312.25 18.10	35,216 1,349.95 18.62	36,200 1,387.65 19.14	37,164 1,424.63 19.65	38,280 1,467.40 20.24
Administrative Officer Officer 2 (AO2)	37,410 1,434.05 19.78	38,356 1,470.30 20.28	39,377 1,509.45 20.82	40,361 1,547.15 21.34	41,514 1,591.38 21.95	42,592 1,632.70 22.52
Administrative Officer Officer 3 (AO3)	38,602 1,479.73 20.41	39,623 1,518.88 20.95	40,739 1,561.65 21.54	41,930 1,607.33 22.17	43,084 1,651.55 22.78	44,351 1,700.13 23.45
Administrative Secretary (AY)	26,800 1,027.33 14.17	27,764 1,064.30 14.68	28,634 1,097.65 15.14	29,580 1,133.90 15.64	30,658 1,175.23 16.21	31,660 1,213.65 16.74
Clerk 1 (CL1)	27,348 1,048.35 14.46	28,256 1,083.15 14.94	29,126 1,116.50 15.40	30,129 1,154.93 15.93	31,036 1,189.73 16.41	32,096 1,230.33 16.97
Clerk 2 (CL2)	27,783 1,065.03 14.69	28,672 1,099.10 15.16	29,523 1,131.73 15.61	30,526 1,170.15 16.14	31,604 1,211.48 16.71	32,795 1,257.15 17.34
Clerk 3 (CL3)	30,412 1,165.80 16.08	31,358 1,202.05 16.58	32,474 1,244.83 17.17	33,514 1,284.70 17.72	34,762 1,332.55 18.38	36,067 1,382.58 19.07
Clerk Typist/ Receptionist (CT)	24,284 930.90 12.84	25,230 967.15 13.34	26,043 998.33 13.77	26,989 1,034.58 14.27	27,973 1,072.28 14.79	29,032 1,112.88 15.35
Commissary Cook (CC)	29,718 1,139.20 14.24	30,616 1,173.60 14.67	32,473 1,244.80 15.56	33,433 1,281.60 16.02	34,435 1,320.00 16.50	

Coordinator, Sponsor Programs (CSP)	42,479 1,628.35 22.46	44,067 1,689.25 23.30	45,675 1,750.88 24.15	47,358 1,815.40 25.04	49,117 1,882.83 25.97	50,971 1,953.88 26.95
---	-----------------------------	-----------------------------	-----------------------------	-----------------------------	-----------------------------	-----------------------------

**Classification deleted and incumbent classified as a FS2 effective the the 1st day of the Biweekly following the date of signing**

Driver (DD)	17,113 656.00 8.20
----------------	--------------------------

**2007 04 01 until signing**

Food Service Worker I (FS1)	18,720 717.60 8.97
-----------------------------------	--------------------------

**Effective 1st day of the bi-weekly following date of signing**

Food Service Worker I (FS1)	19,764 757.60 9.47
-----------------------------------	--------------------------

**2007 04 01 until signing**

* Food Service Worker li (FS2)	20,682 792.80 9.91	21,204 812.80 10.16	21,976 842.40 10.53	22,560 864.80 10.81
--------------------------------------	--------------------------	---------------------------	---------------------------	---------------------------

**Effective 1st day of the bi-weekly following date of signing**

* Food Service Worker li (FS2)	21,725 832.80 10.41	22,247 852.80 10.66	23,019 882.40 11.03	23,604 904.80 11.31
--------------------------------------	---------------------------	---------------------------	---------------------------	---------------------------

**2007 04 01 until signing**

* Lead Food Services Worker (LFS)	22,122 848.00 10.60	22,623 867.20 10.84	23,457 899.20 11.24	24,063 922.40 11.53
---	---------------------------	---------------------------	---------------------------	---------------------------

**Effective 1st day of the bi-weekly following date of signing**

* Lead Food Services Worker (LFS)	23,165 888.00 11.10	23,666 907.20 11.34	24,501 939.20 11.74	25,106 962.40 12.03
---	---------------------------	---------------------------	---------------------------	---------------------------

**Deleted on the 1st day of the bi-weekly following date of signing**

Lead Monitor (M2)	24,960 956.80 11.96	25,983 996.00 12.45	26,922 1,032.00 12.90	27,882 1,068.80 13.36	29,030 1,112.80 13.91	30,157 1,156.00 14.45
----------------------	---------------------------	---------------------------	-----------------------------	-----------------------------	-----------------------------	-----------------------------

**2007 04 01 until signing**

Maintenance	40,278	41,718	43,221	44,765
Coordinator (MT4)	1,544.00 19.30	1,599.20 19.99	1,656.80 20.71	1,716.00 21.45

**Effective 1st day of the bi-weekly following date of signing**

Maintenance	41,071	42,491	44,097	45,684	47,040
Coordinator (MT4)	1,574.40 19.68	1,628.80 20.36	1,690.40 21.13	1,751.20 21.89	1,803.20 22.54

**2007 04 01 until signing**

Maintenance	35,604	36,689	37,690	38,859
Tradesperson (MT3)	1,364.80 17.06	1,406.40 17.58	1,444.80 18.06	1,489.60 18.62

**Effective 1st day of the bi-weekly following date of signing**

Maintenance	38,421	39,736	41,071	42,491	43,764
Tradesperson (MT3)	1,472.80 18.41	1,523.20 19.04	1,574.40 19.68	1,628.80 20.36	1,677.60 20.97

**2007 04 01 until signing**

Monitor (M1)	22,873 876.80 10.96	23,812 912.80 11.41	24,793 950.40 11.88	25,816 989.60 12.37	26,880 1,030.40 12.88	27,965 1,072.00 13.40
-----------------	---------------------------	---------------------------	---------------------------	---------------------------	-----------------------------	-----------------------------

**Effective 1st day of the bi-weekly following date of signing**

Monitor (M1)	24,960 956.80 11.96	25,983 996.00 12.45	26,922 1,032.00 12.90	27,882 1,068.80 13.36	29,030 1,112.80 13.91	30,157 1,156.00 14.45
-----------------	---------------------------	---------------------------	-----------------------------	-----------------------------	-----------------------------	-----------------------------

Operating Engineer (OP)	35,604 1,364.80 17.06	36,689 1,406.40 17.58	37,690 1,444.80 18.06	38,859 1,489.60 18.62
-------------------------------	-----------------------------	-----------------------------	-----------------------------	-----------------------------

Property Assistant (PRA)	29,240 1,120.85 15.46	30,166 1,156.38 15.95	31,244 1,197.70 16.52	32,266 1,236.85 17.06	33,382 1,279.63 17.65	34,479 1,321.68 18.23
--------------------------------	-----------------------------	-----------------------------	-----------------------------	-----------------------------	-----------------------------	-----------------------------

**Effective 1st day of the bi-weekly following date of signing**

Property Manager 1 (PM1)	36,010 1,380.40 19.04	37,410 1,434.05 19.78	38,715 1,484.08 20.47	40,171 1,539.90 21.24	41,590 1,594.28 21.99	42,838 1,642.13 22.65
--------------------------------	-----------------------------	-----------------------------	-----------------------------	-----------------------------	-----------------------------	-----------------------------

Property Manager 2 (PM2)	36,389 1,394.90 19.24	37,807 1,449.28 19.99	39,112 1,499.30 20.68	40,512 1,552.95 21.42	41,968 1,608.78 22.19	44,351 1,700.13 23.45
Technical Officer (TE1)	42,783 1,640.00 20.50	44,306 1,698.40 21.23	45,976 1,762.40 22.03	47,666 1,827.20 22.84	49,503 1,897.60 23.72	
Technical Officer 2 (TE2)	49,044 1,880.00 23.50	50,797 1,947.20 24.34	52,800 2,024.00 25.30	54,845 2,102.40 26.28	56,953 2,183.20 27.29	59,144 2,267.20 28.34
Tenant Resource Coordinator (TRO)	30,412 1,165.80 16.08	31,358 1,202.05 16.58	32,474 1,244.83 17.17	33,514 1,284.70 17.72	34,762 1,332.55 18.38	36,067 1,382.58 19.07
Tenant Resource Worker (TRW)	27,348 1,048.35 14.46	28,256 1,083.15 14.94	29,126 1,116.50 15.40	30,129 1,154.93 15.93	31,036 1,189.73 16.41	32,096 1,230.33 16.97
Tenant Service Coordinator (TSC)	38,602 1,479.73 20.41	39,623 1,518.88 20.95	40,739 1,561.65 21.54	41,930 1,607.33 22.17	43,084 1,651.55 22.78	44,351 1,700.13 23.45

**\*Employees classified as FS2 or LFS are eligible to be considered for a merit increment every 6 months according to the provisions of Article 37.**

## Salary Schedule

### Manitoba Housing Authority (MGEU) Winnipeg Office Employees

**Effective 2008 04 01 through to 2009 03 31**

Accounts Receivable Coordinator (ARC)	34,252 1,312.98 18.11	35,084 1,344.88 18.55	36,105 1,384.03 19.09	37,107 1,422.45 19.62	38,091 1,460.15 20.14	39,245 1,504.38 20.75
Administrative Officer Officer 2 (AO2)	38,337 1,469.58 20.27	39,320 1,507.28 20.79	40,361 1,547.15 21.34	41,363 1,585.58 21.87	42,554 1,631.25 22.50	43,651 1,673.30 23.08
Administrative Officer Officer 3 (AO3)	39,566 1,516.70 20.92	40,607 1,556.58 21.47	41,760 1,600.80 22.08	42,971 1,647.20 22.72	44,162 1,692.88 23.35	45,467 1,742.90 24.04
Administrative Secretary (AY)	27,462 1,052.70 14.52	28,464 1,091.13 15.05	29,353 1,125.20 15.52	30,318 1,162.18 16.03	31,434 1,204.95 16.62	32,455 1,244.10 17.16
Clerk 1 (CL1)	28,029 1,074.45 14.82	28,956 1,109.98 15.31	29,864 1,144.78 15.79	30,885 1,183.93 16.33	31,812 1,219.45 16.82	32,890 1,260.78 17.39
Clerk 2 (CL2)	28,483 1,091.85 15.06	29,391 1,126.65 15.54	30,261 1,160.00 16.00	31,282 1,199.15 16.54	32,398 1,241.93 17.13	33,609 1,288.33 17.77
Clerk 3 (CL3)	31,169 1,194.80 16.48	32,133 1,231.78 16.99	33,287 1,276.00 17.60	34,346 1,316.60 18.16	35,632 1,365.90 18.84	36,975 1,417.38 19.55
Clerk Typist/ Receptionist (CT)	24,890 954.10 13.16	25,854 991.08 13.67	26,686 1,022.98 14.11	27,670 1,060.68 14.63	28,672 1,099.10 15.16	29,750 1,140.43 15.73
Commissary Cook (CC)	30,470 1,168.00 14.60	31,388 1,203.20 15.04	33,287 1,276.00 15.95	34,268 1,313.60 16.42	35,290 1,352.80 16.91	

Coordinator, Sponsor Programs (CSP)	43,538 1,668.95 23.02	45,164 1,731.30 23.88	46,810 1,794.38 24.75	48,550 1,861.08 25.67	50,347 1,929.95 26.62	52,238 2,002.45 27.62
Food Service Worker I (FS1)	20,264 776.80 9.71					
* Food Service Worker II (FS2)	22,268 853.60 10.67	22,810 874.40 10.93	23,604 904.80 11.31	24,188 927.20 11.59		
* Lead Food Services Worker (LFS)	23,750 910.40 11.38	24,250 929.60 11.62	25,106 962.40 12.03	25,732 986.40 12.33		
Maintenance Coordinator (MT4)	42,929 1,645.60 20.57	44,431 1,703.20 21.29	46,101 1,767.20 22.09	47,771 1,831.20 22.89	49,169 1,884.80 23.56	
Maintenance Tradesperson (MT3)	40,174 1,540.00 19.25	41,551 1,592.80 19.91	42,929 1,645.60 20.57	44,431 1,703.20 21.29	45,746 1,753.60 21.92	
Monitor (M1)	25,586 980.80 12.26	26,630 1,020.80 12.76	27,590 1,057.60 13.22	28,570 1,095.20 13.69	29,760 1,140.80 14.26	30,908 1,184.80 14.81
Operating Engineer (OP)	36,501 1,399.20 17.49	37,607 1,441.60 18.02	38,630 1,480.80 18.51	39,840 1,527.20 19.09		
Property Assistant (PRA)	29,977 1,149.13 15.85	30,923 1,185.38 16.35	32,020 1,227.43 16.93	33,079 1,268.03 17.49	34,214 1,311.53 18.09	35,349 1,355.03 18.69
Property Manager 1 (PM1)	36,918 1,415.20 19.52	38,337 1,469.58 20.27	39,680 1,521.05 20.98	41,174 1,578.33 21.77	42,630 1,634.15 22.54	43,916 1,683.45 23.22
Property Manager 2 (PM2)	37,297 1,429.70 19.72	38,753 1,485.53 20.49	40,096 1,537.00 21.20	41,533 1,592.10 21.96	43,008 1,648.65 22.74	45,467 1,742.90 24.04

Technical Officer (TE1)	43,847 1,680.80 21.01	45,412 1,740.80 21.76	47,124 1,806.40 22.58	48,856 1,872.80 23.41	50,734 1,944.80 24.31	
Technical Officer 2 (TE2)	50,275 1,927.20 24.09	52,070 1,996.00 24.95	54,115 2,074.40 25.93	56,223 2,155.20 26.94	58,372 2,237.60 27.97	60,626 2,324.00 29.05
Tenant Resource Coordinator (TRO)	31,169 1,194.80 16.48	32,133 1,231.78 16.99	33,287 1,276.00 17.60	34,346 1,316.60 18.16	35,632 1,365.90 18.84	36,975 1,417.38 19.55
Tenant Resource Worker (TRW)	28,029 1,074.45 14.82	28,956 1,109.98 15.31	29,864 1,144.78 15.79	30,885 1,183.93 16.33	31,812 1,219.45 16.82	32,890 1,260.78 17.39
Tenant Service Coordinator (TSC)	39,566 1,516.70 20.92	40,607 1,556.58 21.47	41,760 1,600.80 22.08	42,971 1,647.20 22.72	44,162 1,692.88 23.35	45,467 1,742.90 24.04

**\*Employees classified as FS2 or LFS are eligible to be considered for a merit increment every 6 months according to the provisions of Article 37.**

## Salary Schedule

### Manitoba Housing Authority (MGEU) Winnipeg Office Employees

**Effective 2009 04 01 through to 2010 03 31**

Accounts Receivable Coordinator (ARC)	35,254 1,351.40 18.64	36,105 1,384.03 19.09	37,145 1,423.90 19.64	38,186 1,463.78 20.19	39,188 1,502.20 20.72	40,380 1,547.88 21.35
Administrative Officer Officer 2 (AO2)	39,453 1,512.35 20.86	40,455 1,550.78 21.39	41,533 1,592.10 21.96	42,554 1,631.25 22.50	43,784 1,678.38 23.15	44,919 1,721.88 23.75
Administrative Officer Officer 3 (AO3)	40,720 1,560.93 21.53	41,779 1,601.53 22.09	42,971 1,647.20 22.72	44,219 1,695.05 23.38	45,448 1,742.18 24.03	46,791 1,793.65 24.74
Administrative Secretary (AY)	28,256 1,083.15 14.94	29,296 1,123.03 15.49	30,204 1,157.83 15.97	31,188 1,195.53 16.49	32,341 1,239.75 17.10	33,400 1,280.35 17.66
Clerk 1 (CL1)	28,843 1,105.63 15.25	29,788 1,141.88 15.75	30,734 1,178.13 16.25	31,774 1,218.00 16.80	32,739 1,254.98 17.31	33,836 1,297.03 17.89
Clerk 2 (CL2)	29,315 1,123.75 15.50	30,242 1,159.28 15.99	31,131 1,193.35 16.46	32,190 1,233.95 17.02	33,344 1,278.18 17.63	34,592 1,326.03 18.29
Clerk 3 (CL3)	32,077 1,229.60 16.96	33,060 1,267.30 17.48	34,252 1,312.98 18.11	35,349 1,355.03 18.69	36,673 1,405.78 19.39	38,053 1,458.70 20.12
Clerk Typist/ Receptionist (CT)	25,608 981.65 13.54	26,611 1,020.08 14.07	27,462 1,052.70 14.52	28,464 1,091.13 15.05	29,504 1,131.00 15.60	30,620 1,173.78 16.19
Commissary Cook (CC)	31,346 1,201.60 15.02	32,306 1,238.40 15.48	34,247 1,312.80 16.41	35,270 1,352.00 16.90	36,313 1,392.00 17.40	

Coordinator, Sponsor Programs (CSP)	44,805 1,717.53 23.69	46,470 1,781.33 24.57	48,172 1,846.58 25.47	49,950 1,914.73 26.41	51,803 1,985.78 27.39	53,751 2,060.45 28.42
Food Service Worker I (FS1)	20,849 799.20 9.99					
* Food Service Worker II (FS2)	22,915 878.40 10.98	23,478 900.00 11.25	24,292 931.20 11.64	24,897 954.40 11.93		
* Lead Food Services Worker (LFS)	24,438 936.80 11.71	24,960 956.80 11.96	25,837 990.40 12.38	26,484 1,015.20 12.69		
Maintenance Coordinator (MT4)	44,181 1,693.60 21.17	45,725 1,752.80 21.91	47,437 1,818.40 22.73	49,148 1,884.00 23.55	50,588 1,939.20 24.24	
Maintenance Tradesperson (MT3)	41,343 1,584.80 19.81	42,762 1,639.20 20.49	44,181 1,693.60 21.17	45,725 1,752.80 21.91	47,082 1,804.80 22.56	
Monitor (M1)	26,337 1,009.60 12.62	27,402 1,050.40 13.13	28,383 1,088.00 13.60	29,405 1,127.20 14.09	30,616 1,173.60 14.67	31,805 1,219.20 15.24
Operating Engineer (OP)	37,565 1,440.00 18.00	38,692 1,483.20 18.54	39,757 1,524.00 19.05	40,988 1,571.20 19.64		
Property Assistant (PRA)	30,847 1,182.48 16.31	31,812 1,219.45 16.82	32,947 1,262.95 17.42	34,044 1,305.00 18.00	35,197 1,349.23 18.61	36,370 1,394.18 19.23
Property Manager 1 (PM1)	37,996 1,456.53 20.09	39,453 1,512.35 20.86	40,833 1,565.28 21.59	42,365 1,624.00 22.40	43,860 1,681.28 23.19	45,183 1,732.03 23.89
Property Manager 2 (PM2)	38,375 1,471.03 20.29	39,869 1,528.30 21.08	41,250 1,581.23 21.81	42,744 1,638.50 22.60	44,257 1,696.50 23.40	46,791 1,793.65 24.74

Technical Officer (TE1)	45,120 1,729.60 21.62	46,727 1,791.20 22.39	48,480 1,858.40 23.23	50,275 1,927.20 24.09	52,195 2,000.80 25.01	
Technical Officer 2 (TE2)	51,736 1,983.20 24.79	53,572 2,053.60 25.67	55,680 2,134.40 26.68	57,851 2,217.60 27.72	60,063 2,302.40 28.78	62,379 2,391.20 29.89
Tenant Resource Coordinator (TRO)	32,077 1,229.60 16.96	33,060 1,267.30 17.48	34,252 1,312.98 18.11	35,349 1,355.03 18.69	36,673 1,405.78 19.39	38,053 1,458.70 20.12
Tenant Resource Worker (TRW)	28,843 1,105.63 15.25	29,788 1,141.88 15.75	30,734 1,178.13 16.25	31,774 1,218.00 16.80	32,739 1,254.98 17.31	33,836 1,297.03 17.89
Tenant Service Coordinator (TSC)	40,720 1,560.93 21.53	41,779 1,601.53 22.09	42,971 1,647.20 22.72	44,219 1,695.05 23.38	45,448 1,742.18 24.03	46,791 1,793.65 24.74

**\*Employees classified as FS2 or LFS are eligible to be considered for a merit increment every 6 months according to the provisions of Article 37.**