

Collective Agreement

between

Animikii Ozoson Child and Family Services Inc.

and

Manitoba Government and General Employees' Union

Local 443

December 1, 2017 to November 30, 2022

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Article 1 Definitions

In this Agreement, unless the context otherwise requires, the expressions listed have the following meanings:

- 1:01** “Accumulated Service” means the equivalent length of service acquired by the employee in accordance with the following:
- (a) Accumulated service is calculated based on all hours for which an employee has received regular pay. This includes regular hours worked and approved leaves of absence from the Employer where regular pay is maintained.
 - (b) Accumulated service does not include overtime hours or any leaves of absence without pay except as provided for in Article 45-Seniority.
 - (c) Accumulated service must be continuous service.
 - (d) One (1) year of accumulated service for employees in seven and a half (7.5) hour per day classifications equals 1,950 hours of accumulated service.
 - (e) An employee can only receive a maximum of one (1) year of accumulated service in any twelve (12) month period.
- 1:02** “Agreement” means the Collective Agreement.
- 1:03** “Authorized Overtime” shall mean overtime authorized by a director, manager or supervisor and where the term “overtime” is used in this Agreement, it shall mean “authorized overtime”.
- 1:04** “Calendar Service” means the length of continuous service from the employee’s most recent date of hire to the present. Periods of lay-off, while not affecting the continuity of service, are not included in the calculation of calendar service.
- 1:05** “Casual Employee” means an employee who normally works less than the full normal 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 for a period up to three (3) months. Notwithstanding the foregoing, casual employees may be employed for a short duration to replace employees who are absent for any reason.

- 1:06** “Class” or “Class of Position” means a group of positions involving duties and responsibilities so similar that the same or like qualifications may reasonably be required for, and the same schedule or grade of pay can be reasonably applied to, all positions in the group.
- 1:07** “Continuous Service” means consecutive and continuous days, weeks, months and/or years of employment with the Employer where there has been no break in service involving termination of the employee.
- 1:08** “Employee” means a person employed in a position in the bargaining unit.
- 1:09** “Employer” means Animikii Ozoson Child and Family Services Inc. and herein referred to as ‘AOCFS’ or as the ‘Employer’.
- 1:10** “Grade of Pay”, “Pay Range” or “Pay Grade” means a series of rates of remuneration for a class that provides for a minimum rate, a maximum rate, and such intermediate rates if any as may be considered necessary to permit periodic increases in remuneration and as set out in Schedule “A”.
- 1:11** “Increment” means the amount per annum provided as a rate of increase in the applicable salary payable to any eligible employee, which unless the context of the relevant approved pay range otherwise clearly indicates, may be granted annually on the applicable anniversary dates.
- 1:12** “Lay-off” means to temporarily remove from a position of employment subject to the employee retaining such rights as set out under this Agreement.
- 1:13** “Part-time Employee” means an employee who normally works less than the full normal daily, weekly or monthly hours, as the case may be, and whose work follows an ongoing, predetermined schedule of work on a regular and recurring basis.

Where a pro-rata calculation for a part-time employee is required it will be calculated so that if two (2) part-time employees were sharing a full-time position the total cost is no greater than the cost of having the position filled by a full-time employee.

Where a pro-rata calculation for a part-time employee is required the formula shall be as follows:

$$\frac{\text{Number of regularly scheduled hours the part time employee worked in the} \\ \text{proceeding eight (8) weeks}}{300}$$

- 1:14** “Position” means a position of employment with AOCFS.
- 1:15** “Promotion” means a change of employment from one (1) position to another having a higher maximum salary.
- 1:16** “Regular Employee” means an employee who carries out and occupies a continuing function in a program and who has all the rights and privileges of permanent status.
- 1:17** “Transfer” means the removal of an employee from a position in a class and appointing the employee to another position in the same class or to another position in a different class having the same maximum rate of pay.
- 1:18** “Union” means the Manitoba Government and General Employees’ Union.
- 1:19** Wherever the feminine pronoun is used in this Agreement it includes the masculine pronoun where the context so requires. Where the singular is used it may also be deemed to mean plural.
- 1:20** “Term Employee” means an employee hired for a specific term of employment. The term of employment may be based on a specific period of time or the completion of a project.
- 1:21** “Termination” means the removal for disciplinary reasons from a position of employment for just cause.

Article 2 Duration of Agreement

- 2:01** This Agreement shall become effective from and including December 1, 2017 and shall continue in effect up to and including November 30, 2020 and shall remain in force and effect from year to year thereafter unless written notice to negotiate a renewal, or revision and renewal is given by either party at least forty-five (45) days prior to but not more than one hundred eighty (180) days prior to the expiry date. During the period required to negotiate a renewal, or revision and renewal of this Agreement, this Agreement shall remain in full force and effect without change.
- 2:02** Where notice for revision of this Agreement is given under Section 2:01, parties agree to exchange proposals for the revision of the Agreement, no later than thirty (30) calendar days prior to the expiry date of the Agreement. The parties shall, within thirty (30) working days following receipt of the specific proposal for the revision to the Agreement, commence collective bargaining. These time limits may be changed by mutual agreement between the parties hereto.
- 2:03** All additions, deletions, amendments, and/or revisions from the previous Agreement to this Agreement shall be effective the first day of the bi-weekly pay period following the date of signing of this Agreement unless otherwise specified.

Article 3 Amendment to the Salary Schedule

- 3:01** During the term of this Agreement, amendments to the salary schedule resulting from the introduction of a new classification shall be determined through negotiation between the parties hereto.

Article 4 Application of Agreement

- 4:01** The terms of this Agreement shall apply to those employees defined in MLB Certificate Number 7247.

4:02 The Employer recognizes the Union as the sole and exclusive bargaining agent for those employees within the bargaining unit as set out in Section 4:01 herein and as well such further classes of employees as may be agreed upon by the parties during the term of this Agreement.

Article 5 Discrimination

5:01 The parties hereto agree that there shall be no discrimination, harassment, coercion or interference knowingly exercised or practiced with respect to any employee by reason of age, sex, sexual orientation, size, gender, marital status, race, creed, colour, ethnic or national origin, political or religious affiliation, nor by reason of her/his membership or non-membership or activity in the Union.

5:02 As set out in the Manitoba Human Rights Code, the Parties agree that there shall be no discrimination with respect to any aspect of employment or occupation, unless the discrimination is based upon bona fide and reasonable requirements or qualifications for the employment or occupation.

5:03 All pay and benefit provisions in the Agreement have been negotiated with the specific understanding that the provisions are not discriminatory.

Article 6 Management Rights

6:01 All the functions, rights, personnel pay practices, powers and authority which the Employer has not specifically abridged, delegated or modified by this Agreement are recognized by the Union as being retained by the Employer.

6:02 In administering this Agreement, the Employer shall act reasonably, fairly, in good faith, and in a manner consistent with the Agreement as a whole.

Article 7 Union Business

7:01 It is agreed that it is desirable to promote a harmonious working relationship between the parties. To this end, the Employer will make every possible effort to grant leave of absence to employees to attend Union business.

Leave of absence to attend to Union business may be granted to employees under the following conditions:

- (a) Requests for leave shall be made in writing by the Union by providing the employee with a letter of request. The employee shall submit the letter to the employee's immediate supervisor. The Union will also provide a copy of the written request to the Director of Human Resources.
- (b) Where such leave of absence has been granted the Union shall reimburse the Employer for the associated wage and benefits costs.

- 7:02** Effective December 1, 2021, for time spent with Employer representatives during negotiations of the Collective Agreement, the Union will be allowed to have two (2) employees present at each collective bargaining meeting without loss of pay.
- 7:03** Prior to the commencement of negotiations, the Union shall provide the names of the employee representatives. Dependent upon operational requirements, requested leave for such employees shall not be unreasonably denied.
- 7:04** Subject to the mutual agreement of the parties, the total number of employees referred to in Section 7:02 above may be changed provided any additional employees are on leave without pay or on a wage recovery basis in accordance with Section 7:01 (b).
- 7:05** Union staff members shall not visit employees at their place of work unless prior approval has been obtained from the employee's supervisor.
- 7:06** The Employer agrees to allow the Union use of space on existing bulletin boards 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 employer. The Executive Director or designate shall have the right to refuse to post or remove the posting of any information.

- 7:07** 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 8 Rights of Stewards

- 8:01** “Steward” means an employee elected or appointed by the Union who is authorized to represent the Union, an employee or both.
- 8:02** The Employer recognizes the Union’s right to select stewards to represent employees.
- 8:03** The Union shall determine the number of stewards and the jurisdiction of each steward having regard to the plan of organization, the distribution of employees at the workplace, and the administrative structure implied by the grievance procedure.
- 8:04** The Union agrees to provide the Employer with a list of stewards and any subsequent changes.
- 8:05** The duties of the stewards shall be to investigate complaints of an urgent nature and to investigate and present grievances in accordance with the grievance procedure.
- 8:06** For complaints of an urgent nature, a steward shall first obtain the permission of the steward’s immediate supervisor or in the absence of the immediate supervisor, the Director of Service before leaving work to investigate such complaint. Such permission shall not be unreasonably sought or withheld. On resuming the steward’s normal duties, the steward shall notify the steward’s supervisor.
- 8:07** When it is necessary for a steward to investigate a complaint or grievance during working hours, no deduction in salary shall be made from the steward or employee concerned, provided that each has obtained approval from their supervisor(s) or Director of Service for the time required to deal with the

complaint or grievance. On resuming their duties, the steward and employee shall notify their supervisor(s) or Director of Service.

- 8:08** Stewards and employees shall not conduct Union business during their working time except as provided in Section 8:07.

Article 9 Union Security

- 9:01** During the term of this Agreement, employees covered by this Agreement, whether members of the Union or not, shall pay to the Union, by payroll deduction, an amount equal to the bi-weekly membership dues determined by the Union. For new employees, the payroll deduction of the amount as set out above shall become effective on the first day of the bi-weekly pay period, following the date the employee is covered under the terms of this Agreement.
- 9:02** The Employer shall forward to the Union the amount of the dues deducted under Section 9:01 above on a bi-weekly basis.
- 9:03** The Employer shall provide the Union on a bi-weekly basis, the names of the employees from whose wages dues have been deducted showing opposite each employee's names', the amount of dues deducted for that employee.
- 9:04** The Union agrees to indemnify and save the Employer harmless against any claim or liability arising out of the application of this Article except for any claim or liability arising out of an error committed by the Employer.
- 9:05** Notwithstanding any other provision in the Agreement, the Employer shall, no later than ninety (90) days preceding the expiry date of this Agreement, furnish in written form to the Union the following, shown by classification groupings:
- (a) The name of each Employee;
 - (b) The classification of each Employee; and
 - (c) The current rate of pay of each Employee.

Article 10 Joint Labour Management Committee

- 10:01** The Employer and the Union agree to the formation of a Joint Labour Management Committee in order that matters of a mutual concern can be discussed.
- (a) 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.
 - (b) The Committee shall not have jurisdiction over any matter of collective bargaining, or the administration of this Collective Agreement.
 - (c) The Committee shall not have the power to bind either the Union, the employees, or the Employer to any decisions or conclusions reached in their discussions.
 - (d) The Union shall appoint up to three (3) members from the bargaining unit as members of the Joint Labour Management Committee. The employees will not suffer any loss of pay for attendance at Joint Labour Management Committee meetings.
 - (e) The Employer shall appoint up to three (3) management members to the Joint Labour Management Committee.
 - (f) Alternate members may attend should it be necessary.
 - (g) The MGEU Staff Representative, as well as the Human Resource Director will be standing committee members, in addition to the members from management and the bargaining unit.

Article 11 Recruitment and Appointment

- 11:01** First consideration for filling vacancies or new positions shall be given to persons on the re-employment list.
- 11:02** The parties recognize the value to clients and the Employer in having Indigenous employees provide care and services to Indigenous children and

families. If two (2) or more applicants for a vacant or new position possess relatively equal qualifications, ability, prior work performance, competencies developed for the position then, consistent with Section 11 and other relevant provisions of the Human Rights Code, the Employer may from among those applicants select a candidate who is Indigenous. If two (2) or more applicants for a vacancy or job posting possess relatively equal skill, ability, expertise and qualifications, and are Indigenous, and the Employer intends to select one (1) of the two (2) Indigenous applicants for the vacancy or posting, then the Indigenous applicant with the greatest amount of seniority shall be selected for the position.

- 11:03** Vacant or new positions in the bargaining unit shall be filled by promotion when internal candidates possess the qualifications, abilities, and prior work performance relevant to the vacant or new position and having regard to the provisions in Section 11:02.
- 11:04** Where a vacant or new position is to be filled through competition, a bulletin shall be posted for a minimum of ten (10) working days.
- 11:05** The bulletin shall state the closing date for applications, the classification, the duties and responsibilities of the position, the qualifications required and the salary range. The Union will be provided with a copy of all bulletins as they are issued.
- 11:06** The selection of employees for a vacancy shall be on the basis of qualifications, ability, prior work performance, competencies developed for the position and seniority. Where qualification, ability and prior work performance are relatively equal, seniority shall be the determining factor.
- 11:07** When a term position is posted to replace an employee who is taking Maternity or Parental Leave the job posting shall state that the term position is a 'Maternity or Parental leave of absence term position' which may expire sooner than indicated, subject to minimum notice of two (2) weeks.
- 11:08** An employee who is notified that she/he is an unsuccessful applicant for a vacant position shall be supplied with the reasons for non-acceptance in

writing within ten (10) days of making a written request to Human Resources. Such a request shall be made within ten (10) days of receipt of the notification that the employee was an unsuccessful applicant.

- 11:09** A regular employee may apply for and be appointed to a term position provided that an employment plan is developed which will return the employee to the employee's former position or a comparable position.

Article 12 Probationary Period and Trial Period

- 12:01** A newly hired employee shall be on probation for a period of six (6) months.
- 12:02** An employee's probation period may be extended by the Employer. Such extension may be for a maximum of three (3) months.
- 12:03** An employee shall be notified in writing of any extension of the probation period under Section 12:02 prior to the expiry of the initial probation period. A meeting may be held with the employee to discuss the extension. The employee has the right to have a Union representative present.
- 12:04** A probationary employee may be terminated without recourse to the grievance procedure.
- 12:05** All promotions and transfers to a different department are subject to a three (3) month trial period which may be extended up to an additional three (3) months at the Employer's discretion. The Union shall be notified of an extension to the trial period. During the trial period, the employee may choose to revert to her/his former position, if available. Should the Employer conclude that the employee has not successfully concluded the trial period the employee will be returned to her/his former position, if available, and if the former position is not available, the employee will be placed in a position comparable to the former position. The employee shall return to the same rate of pay prior to the promotion or transfer.
- 12:06** An employee shall not be required to serve a trial period when:
- (a) The employee's position is reclassified to a higher level;

- (b) The employee applies for a posted position and receives a transfer to a position in the same classification in the same department;
- (c) The employee is demoted.

12:07 A decision that an employee has not successfully concluded the trial period is grievable. The decision at Step 2 shall be final and not subject to Arbitration.

12:08 An employee who is temporarily appointed to another position on an acting status basis is not considered to be on a trial period. If the employee is subsequently promoted to that position, the period during which the employee was in acting status does not count towards the employee's trial period.

Article 13 Term Employees

13:01 "Term Employee" means an employee hired for a specific term of employment. The term of employment may be based on a specific period of time or the completion of a project.

13:02 Where the employment of a term employee terminates at the end of a specific term of employment:

- (a) The Employer shall not be required to give any notice or payment in lieu thereof.
- (b) The Employee shall not be required to give any notice of resignation.

13:03 Term employees will not be eligible for the following paid time:

- (a) Personal Time
- (b) Bereavement Leave

Term employees requiring personal time or bereavement leave may use accumulated overtime, if available, or may apply for a leave without pay.

13:04 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 Employer will convert the employee to regular employment status. Should the Employer not convert the employee to regular employment status, the employee shall be notified in writing prior to completion of twenty-four (24) continuous months.

- 13:05** An employee appointed to a term position shall be informed in writing as to the duration of the term.

Article 14 Hours of Work

- 14:01** Full-time employees shall work seven and one-half (7.5) consecutive hours per work day inclusive of one (1) thirty (30) minute unpaid meal period and one (1) thirty (30) minute paid meal period. Normal office hours shall be 8:30 a.m. to 4:30 p.m. Monday to Friday. This shall not preclude the Employer from requiring Employees to work outside of these hours based on service needs. Should the Employer require a change in the normal office hours, meaningful consultation with the affected employees and the Union shall occur prior to implementation.
- 14:02** Any variations to a work day or work week other than those described in this Article shall only be instituted with the mutual agreement of the parties.
- 14:03** Employees will be entitled to two (2) paid rest periods of fifteen (15) minutes each per day, at such time as may be specified by a supervisor or designate. Failure to take a rest period(s) shall not result in the employee being permitted to leave work early.
- 14:04** Where an employee requires an accommodation as contemplated in the Manitoba Human Rights Code of her/his regular hours of work, the employee may request a variation and the Employer may consider the request. Any change to the employee's regular hours of work shall only be instituted upon the mutual agreement of the employee and Employer, and shall be documented in writing and reviewed periodically.

Article 15 Pay

- 15:01** Employees shall be paid on a bi-weekly basis in accordance with Schedule A. Where an Employee does not work a full period, the calculations of earnings shall be based on the hourly rate multiplied by the number of hours worked. Employees shall also be paid for any Holiday for which they are eligible as well as any approved leaves with pay falling within the pay period.
- 15:02** (a) Except as provided in Section 15:02 (b), where an employee is promoted the employee shall be paid at the rate of pay set out for that position in the salary schedule that is next higher to the employee's current salary placement.
- (b) Where an employee is promoted and is within six (6) months of her/his anniversary date, the employee shall be paid at a rate of pay that is one full increment more than the rate of pay the employee was being paid in the former position.

Article 16 Merit Increases

- 16:01** "Merit Increase" means an increase in the rate of pay of an employee within the employee's classification which will be granted in recognition of satisfactory performance and the increase shall be effective on the employee's anniversary date, or as altered by the terms of this Agreement, the latter of which shall take precedence.
- 16:02** Where an increment is withheld following completion of a performance appraisal in accordance with Article 43 the Employer will conduct a further performance appraisal within six (6) months.
- 16:03** The anniversary date for an employee who is promoted shall change to the effective date that the promotion occurs and the employee shall be eligible for the next merit increase twelve (12) months from the new anniversary date established.

- 16:04** A part-time employee will be eligible for a merit increase upon the completion of the equivalent full time hours of work (1950 hours).
- 16:05** Where an employee has been on maternity leave and/or parental leave and as a result of such leave(s) fails to be eligible for a merit increase, the employee will be eligible for a merit increase upon the completion of the equivalent full time hours of work (1950 hours).
- 16:06** Increments will not be delayed due to an unpaid leave of absence of four (4) weeks or less.

Article 17 Retroactivity

- 17:01** If applicable, retroactive pay adjustments for the period between the expiration of this Agreement and the date of the signing of a new Agreement shall apply to:
- (a) Employees who are employed on the date of the signing of this Agreement;
 - (b) Employees who have retired during this period
 - (c) Employees who have died during this period with such amount being payable to the employees' estate;
 - (d) Employees who were on lay-off during this period;
 - (e) Term employees whose position ended during this period.
- 17:02** If applicable, retroactive pay adjustments for the period between the expiration of the previous Agreement and the date of signing of the new Agreement shall be made to employees who have resigned. Former employees are required to make written application to the Employer no later than ninety (90) calendar days after the date of signing of the Agreement. The Employer shall at the time of ratification send a communication to the former employees providing notification of the retroactivity. This communication shall be sent to each employee's last known home address.

Article 18 Overtime

Section 18:01 through 18:06 are applicable to all classifications except Supervisors.

- 18:01** All overtime must be authorized by a supervisory official in advance. In the event of an unanticipated child protection or program emergency, that cannot be managed by a Provincially designated intake agency, the employee will notify her/his immediate supervisor for approval of the overtime.
- 18:02** A supervisory official may require employees under his or her authority to work overtime.
- 18:03** An employee who is required to work overtime on a regular work day is entitled to compensation at the rate of time and one-half ($1\frac{1}{2}x$) for all overtime worked.
- 18:04** An employee who is required by the Employer to work on a day of rest is entitled to compensation at time and one-half ($1\frac{1}{2}x$) for the first four (4) hours of overtime on that day and double time ($2x$) for any hours worked thereafter.
- 18:05** (a) Overtime Credits may be banked to a maximum of thirty seven and one half (37.5) hours. Any hours accrued in excess of the thirty seven and one half (37.5) hours bank shall be in accordance with (b).
- (b) An employee who has reached the maximum of the overtime bank in (a) and who works additional overtime shall be required to take compensatory time off within eight (8) weeks of working the overtime. In the event the employee has not taken the compensatory time off within eight (8) weeks, the Employer will schedule, in the subsequent three (3) weeks, the banked time off.
- 18:06** When an employee is consulted outside his/her regular working hours and is authorized to handle bona fide work related matters without returning to the workplace, the following shall apply:

- (a) An employee who has completed her regular daily or bi-weekly hours of work shall be paid at the applicable overtime rate of a minimum of fifteen (15) minutes or actual time worked whichever is greater for each consultation logged.
- (b) Employees consulted outside of their regular working hours shall document all communications received and shall submit a log of all such communications to their supervisor for processing.

18:07 Effective April 1, 2019 supervisors shall be entitled to ten (10) working days (75 hours) time off per fiscal year in recognition of additional time worked to discharge their responsibilities. In the first year of employment, a newly hired Supervisor shall receive a pro-rated amount from date of hire. Such time off may not be carried over to the next fiscal year.

Article 19 Holidays

19:01 (a) The following holidays shall be observed:

New Year’s Day	Terry Fox Day
Louis Riel Day	Labour Day
Good Friday	Thanksgiving Day
Easter Monday	Remembrance Day
Victoria Day	Christmas Day
Canada Day	Boxing Day

And any other holiday proclaimed by Federal or Provincial authority.

When a holiday falls on a weekend the following shall apply.

- (i) When a holiday falls on a Saturday or Sunday, the holiday shall be observed on the following Monday;

(ii) When Christmas Day and Boxing Day fall on both Saturday and Sunday, the holidays shall be observed on the following Monday and Tuesday.

(b) The following holidays shall be observed contingent on coverage being provided by All Nations Coordinated Response Network (ANCR), the designated intake agency:

Aboriginal Justice Day

National Aboriginal Day

Aboriginal Veterans Day

Should any of these days fall during a week day and ANCR is not able to provide coverage, service staff will be required to attend to work as a normal work day.

19:02 When December 24 falls on a Monday through Friday, the following shall apply:

- (a) Offices may be closed at 1:00 p.m. or operated at reduced staffing levels after 1:00 p.m. at the sole discretion of the Employer and provided services to the public are not affected,
- (b) Where the Employer requires an employee to work a full shift, the employee shall be entitled to one-half ($\frac{1}{2}$) day of compensatory leave to a maximum of four (4) hours at straight time pay.
- (c) The day shall be considered a full working day for calculation purposes.

Example: an employee on vacation will be deducted one (1) day vacation credit for the day.

19:03 An employee is entitled to regular pay for a holiday on which the employee does not work provided the employee:

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

19:04 An employee who is entitled to pay for a holiday and who is required to work on the holiday, in addition to regular pay, shall be compensated at the rate of time and one-half (1½x) for all regular hours worked on the holiday, or be granted compensatory leave for such hours worked at the rate of one and one-half (1½x) hours for each hour worked.

19:05 In the event that an employee resigns or is terminated, the accumulated compensatory leave in lieu of having worked on a holiday, shall be paid out at the employee's rate at the time of resignation or termination.

19:06 Where a holiday falls within the vacation period of an employee, one (1) additional working day shall be added to the employee's vacation entitlement.

19:07 Effective the pay period following date of ratification of the collective agreement part-time employees and casual employees will be paid five-point-seven-six (5.76%) percent of their basic pay in lieu of time off on holidays. Such holiday pay shall be calculated on all paid hours, excluding overtime, and shall be included in each bi-weekly pay.

Article 20 Indigenous Cultural Awareness and/or Training

20:01 Non-probationary regular employees shall be entitled to apply, in writing, for a leave of absence with pay at least thirty (30) days in advance to participate in Indigenous cultural awareness and/or training. Permission for such leave of absence shall be at the discretion of the Director of Services or Executive Director. Up to three (3) paid days per fiscal year may be approved to participate in Indigenous cultural awareness and/or training. If an employee requires additional time to participate, the employee may request to use vacation leave, personal time, banked overtime or leave without pay.

Approval is subject to operational requirements. Such time does not carry-over to the following fiscal year.

Article 21 Vacation

Note: The following Vacation article shall become effective April 1, 2019. The Employer's Vacation plan set out in the Policy and Procedure Manual shall continue up to March 31, 2019. The following Vacation accumulation rates shall become effective upon each employee's anniversary date following April 1, 2019. Employees shall accrue vacation rates in accordance with Article 21:05 in the 2019/20 fiscal year to be taken in the 2020/2021 fiscal year.

- 21:01** For purposes of this Agreement, a vacation year is the period beginning on April 1 and ending on March 31 of the next year.
- 21:02** Vacation leave credits are calculated based on accumulated service. In addition, for purposes of calculation of vacation credits only, an employee shall be considered to have earned accumulated service in accordance with the following:
- (a) Where an employee is absent due to an injury or disability for which compensation is paid under The Workers Compensation Act, vacation leave shall accumulate as if the employee were not absent, but the extent of such accumulation shall not continue beyond twelve (12) consecutive months from the date the injury or disability occurred.
- 21:03** Employees shall not earn vacation while on Maternity leave, Parental Leave or Compassionate Care Leave.
- 21:04** An employee cannot earn more than the maximum vacation credits that can be accumulated in any vacation year; i.e. fifteen (15), twenty (20), twenty-five (25) or thirty (30) vacation credits per vacation year.
- 21:05** Regular employees shall earn vacation leave credits during each vacation year on the following basis:

- (a) After one (1) year of service, three (3) weeks annual leave credits shall be calculated at 1.25 days for each calendar month worked.
- (b) After two (2) years of service, four (4) weeks annual leave credits shall be calculated at 1.67 days for each calendar month worked
- (c) After nine (9) years of service, five (5) weeks annual leave credits shall be calculated at 2.09 days for each calendar month worked.
- (d) After nineteen (19) years of service, six (6) weeks annual leave credits shall be calculated at 2.51 days for each calendar month worked.

Employees who leave the employ of the Employer prior to the completion of twelve (12) months of continuous service will be paid vacation pay at a rate of 4% of earnings.

Casual employees shall be paid four percent (4%) vacation pay based on the employee's regular earnings in each bi-weekly pay period. Effective April 1, 2019, Term employees shall be paid six (6%) percent based on the employee's earnings in each bi-weekly pay period.

21:06 An employee shall accumulate vacation credits from the date of commencement of employment.

- 21:07**
- (a) Except as provided for in Section 21:07 (e) vacation leave shall be taken in the vacation year following the vacation year in which it is earned.
 - (b) Under no circumstances shall vacation leave be taken in advance of when it was earned.
 - (c) Where operational requirements permit, vacation leave may be taken subject to the approval of the Employer.
 - (d) The Employer may authorize vacation to commence on any day.
 - (e) The Employer may authorize vacation leave to be carried forward to the next following year to supplement the vacation period in that year, to a maximum of ten (10) work days.

(f) The Employer, if it finds it necessary due to operational requirements, may require an employee to take vacation leave in two (2) or more periods.

(g) Vacation leave shall be rotated regardless of seniority.

21:08 Should an employee's current annual vacation entitlement not be scheduled, the Employer has the right to schedule the vacation prior to the end of the vacation year.

21:09 Where an employee dies, the employee's estate shall receive the employee's monetary equivalent of the employees' accumulated vacation credits.

Article 22 Sick Leave

22:01 Earned sick leave entitlement shall be granted by the Employer where an employee is unable to be at work and perform the employee's regular duties as a result of illness or injury.

22:02 The sick leave to which an employee is entitled shall accumulate:

(a) Full time permanent employees accumulate sick leave credits at a rate of 1.25 days per month to a maximum of ninety (90) working days.

(b) Part time permanent employees accumulate sick leave credits on a pro rata basis on a maximum of ninety (90) working days.

Effective the first day of the month following the date of ratification, term employees shall accumulate sick leave credits in accordance with (a) and (b) above.

22:03 Sick leave shall not accumulate during periods when an employee is:

(a) On sick leave for a period of more than fifteen (15) consecutive working days;

(b) On maternity leave, parental leave, or unpaid educational leave.

- (c) On Workers Compensation for a period of more than fifteen (15) consecutive working days.
- (d) On an unpaid leave of absence in excess of thirty-seven and one half hours (37.5) in the fiscal year.

- 22:04** Any employee who, for any reason, resigns or whose employment is terminated shall not be entitled to payment for sick leave days accumulated.
- 22:05** Where an employee is to be absent because of illness, the employee shall notify the employee's immediate supervisor and Reception of the absence no later than thirty (30) minutes after the normal start time, or as soon as reasonably possible in emergency circumstances.
- 22:06** An employee who has been absent because of sickness for a period of three (3) working days or more may be required to furnish a medical certificate from a qualified medical practitioner or nurse practitioner at the employee's expense.
- 22:07** 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 the maintenance of net salary consistent as if they were in receipt of regular sick leave. Such additional amounts 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 employee's accrued sick leave credits have been exhausted.
- 22:08** Time off without loss of pay for medical and dental examinations or treatments, Employee Assistance Program (EAP) appointments, Mental Health Practitioner, Chiropractor, Physiotherapist, Nurse Practitioner and Acupuncturist including reasonable travel time, shall be granted to employees to a maximum of two (2) hours per appointment and to a maximum of two (2) appointments per month. Should an employee be required to attend more than two (2) appointments in a month she/he may utilize sick leave credits to

attend the appointment(s). Whenever possible, appointments are to be made on the employee's day off or at a time when the employee is not on duty. If the above is not possible, the employee will endeavor to make the appointment at a time which is least disruptive to the operational requirements of the Employer.

- 22:09** Sick Leave is credited to an employee's sick leave bank on the first day of the following month.
- 22:10** Sick Leave credits cannot be taken prior to being earned.
- 22:11** Where an Employee has exhausted all his or her accrued sick leave and requires additional sick leave, the Employee may use his or her vacation leave, and/or banked time. Where an Employee has no vacation leave or banked time remaining, the Employee may be provided the time off without pay.
- 22:12** When an Employee is injured in the course of, or as a result of, his or her duties and whose accommodation results in a lower classification the Employee shall have his or her wages protected for a six (6) continuous month period.

Article 23 Addictions

- 23:01** The Employer recognizes that gambling, alcohol and drug misuse does occur and that such misuse has the potential to adversely affect an employee's work performance. Subject to approval of the Executive Director, an employee will be granted accrued sick leave to pursue treatment that involves time away from work for participation in inpatient or outpatient treatment.

Article 24 Medical Fitness

- 24:01** The Employer may require a certificate or report from a qualified medical practitioner as proof of the employee's fitness to return to work or to determine the approximate length of illness or as proof of illness in regard to any claim paid during the period of illness. In the event there is a fee

associated with a report requested the Employer will pay for the report to a maximum of two hundred fifty dollars (\$250.00).

Article 25 Workers Compensation

- 25:01** If an employee is absent from work as a result of an injury for which a Workers Compensation claim has been filed and provided the employee has sufficient accumulated leave credits, the following shall apply:
- (a) The employee will continue to be paid as if she/he was present at work and;
 - (b) Any amounts payable to the employee from Workers Compensation shall be remitted directly to the Employer.
- 25:02** In the event the Workers Compensation claim is not approved, the employee's sick bank will be reduced equivalent to the amount paid to the employee under Section 25:01 (a). In the event there are insufficient sick leave credits, the employee may utilize credits such as banked overtime, unutilized vacation or personal leave days.
- 25:03** Where an employee is injured on the job and is required to leave for medical treatment and/or is sent home due to the injury, the employee shall incur no loss in regular pay and benefits for the day on which the accident occurs.
- 25:04** Transportation to the nearest physician or hospital for employees requiring immediate medical care as a result of an on-the-job accident shall be provided by or at the expense of the Employer if it is not covered by a medical plan.
- 25:05** Where an employee is in receipt of Workers Compensation as a result of an injury incurred in the course of the performance of the employee's duties and is absent from work as a result, such absence shall not be considered to be part of the employee's personal absenteeism record.

Article 26 Bereavement Leave

- 26:01** A non-probationary employee shall be entitled to bereavement leave of five (5) working days without loss of salary in the event of the death of the employee's spouse, common-law partner, child, step child, mother, father, brother, sister, foster parent, foster child.
- 26:02** A non-probationary employee shall be entitled to bereavement leave of three (3) working days without loss of salary in the event of the death of an aunt, uncle, cousin, nephew, niece, grandparent, grandchild, mother-in-law, father-in-law, son-in-law, daughter-in-law, brother-in-law, sister-in-law.
- 26:03** A non-probationary employee shall be entitled to additional 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 two hundred twenty-five (225) kilometres from the employee's home.
- 26:04** Provided an employee has not received bereavement leave for the death in question the employee shall, subject to operational requirements, be entitled to bereavement leave up to a maximum of one (1) day without loss of salary for attending a funeral:
- (a) As a pallbearer; or
 - (b) As a mourner. The provision for a mourner can only be utilized once per calendar year.

Article 27 Personal Leave

- 27:01** The Employer recognizes that there are instances where employees may not be able to attend work for reason other than employee illness. Personal leave is available to non-probationary regular employees.
- 27:02** Three working days (22.5 hours) of Personal Leave (pro-rata for part-time employees) can only be used in the current fiscal year.

- 27:03** Employees entitled to Personal Leave will be prorated dependent on start date.
- 27:04** The following conditions apply to employees who have met the probationary period and are eligible for personal time:
- (a) Personal time cannot be used in conjunction with an employee's notice of resignation.
 - (b) An employee who, for any reason, resigns or whose employment is terminated shall not be entitled to payment for personal time accumulated.
 - (c) Personal time credits do not roll over to the next fiscal period.
 - (d) Personal time shall not be taken in advance of the next year's entitlement.
 - (e) Personal time shall be pre-approved by the employee's immediate supervisor.
 - (f) Personal time may be used in conjunction with vacation leave and/or banked time.
 - (g) Upon the return from any extended leave period or successfully completing the probationary period, personal time will be prorated to the end of the fiscal year.

Article 28 Compassionate Care Leave

28:01 Entitlement to Leave - Adult:

An employee who has been employed for at least ninety (90) days is entitled to compassionate care leave without pay of up to seventeen (17) weeks to provide care or support to a critically ill family member of the employee.

An employee may end the leave earlier than the expiry of seventeen (17) weeks by providing one (1) pay period of notice of her/his expected date of return unless the employee and Employer agree, in writing, to lesser notice.

28:02 Entitlement to Leave- Child:

An employee who has been employed for at least thirty (30) days is entitled to compassionate care leave without pay for up to thirty-seven (37) weeks to provide care or support to a critically ill child who is a family member of the employee.

An employee may end the leave earlier than the expiry of thirty-seven (37) weeks by providing one (1) pay period of notice of her/his expected date of return unless the employee and Employer agree, in writing, to lesser notice.

28:03 For an employee to be eligible for a leave, a physician must issue a certificate:

- (a) Stating that the child or adult is a critically ill child or a critically ill adult and requires the care or support of the employee; and,
- (b) Setting out the period during which the child or adult requires that care or support.

28:04 Compassionate Care Leave may be taken in one (1) or more periods, but no period may be less than one (1) week's duration. A leave must end no later than fifty-two (52) weeks after the day the first period of leave began.**28:05** If a child or adult in respect of whom an Employee has taken a leave under this section remains critically ill after the fifty-two (52) week period, the Employee is entitled to take another leave and the requirements of this section apply to the new leave.**28:06** A family member for the purpose of this Article shall be defined as:

- (i) A spouse or common-law partner of the employee.
- (ii) A child of the employee or a child of the employee's spouse or common-law partner.
- (iii) A parent of the employee or a parent of the employee's spouse or common-law partner.

- (iv) A brother, sister, step-brother, step-sister, uncle, aunt, nephew, niece, grandchild or grandparent of the employee or of the employee's spouse or common-law partner.
- (v) A current or former foster parent of the employee or of the employee's spouse or common-law partner.
- (vi) A current or former foster child, ward or guardian of the employee, or of the employees spouse or common-law partner.
- (vii) The spouse or common-law partner of a person mentioned in any of the clauses (iii), (iv), and (v) (vi).
- (viii) Any other person whom the employee considers to be like a close relative, whether or not they are related by blood, adoption, marriage or common-law relationship.

Article 29 Maternity Leave

29:01 In order to qualify for Maternity Leave, a pregnant employee must:

- (a) Have completed seven (7) continuous months of employment for or with AOCFS;
- (b) Submit to the Employer an application in writing at least four (4) weeks before the day specified by her in the application as the day on which she intends to commence such leave; and
- (c) Provide the Employer with a certificate of a duly qualified medical practitioner certifying that she is pregnant and specifying the estimated date of her delivery.

29:02 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 Section 29:01; or

- (b) A period of seventeen (17) weeks plus an additional period equal to the period between the date of delivery specified in the certificate mentioned in Section 29:01 and the actual date of delivery, if delivery occurs after the date mentioned in that certificate.
- (c) AOCFS may vary the length of maternity leave upon proper certification by the attending physician, and recommendation by the Employer.

29:03 An employee may end maternity leave earlier than the expiry date by providing written notice of at least two (2) weeks before returning to work.

Article 30 Parental Leave

30:01 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; or
- (d) Be a partner in a same sex relationship who assumes care and custody of a child.

30:02 An employee who qualifies under Section 30:01 must:

- (a) Have completed seven (7) continuous months of employment; and
- (b) Except in the case of parental leave due to adoption of a child, submit to the Employer an application in writing for parental leave at least four (4) weeks before the day specified in the application as the day on which the employee intends to commence the leave.
- (c) In the case of leave due to adoption, provide one (1) day of notice provided that application for such leave is made at the time the adoption is approved.

30:03 Parental Leave of up to sixty three (63) weeks may continue after the Maternity Leave with the total duration of the Maternity and Parental Leaves

not to exceed eighty (80) weeks. Upon return, the employee will be reinstated in their former or comparable position.

- 30:04** Subject to Section 30:05, 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.
- 30:05** Where an employee takes parental leave in addition to maternity leave, the employee must commence the parental leave immediately on expiry of the maternity leave without a return to work unless otherwise approved by the Employer.
- 30:06** An employee may end Parental Leave earlier than the expiry date by providing written notice of at least two (2) weeks before the day the employee elects to end the leave.

Article 31 Court Leave

- 31:01** An employee who is summoned for jury duty or who receives a summons or subpoena to appear as a witness in a court proceeding, other than a court proceeding occasioned by the employee's private affairs, shall be granted a leave of absence with pay for the required period of absence and all witness fees received by the employee shall be remitted to the Employer.

Article 32 Employee Benefit Program

- 32:01** Upon an employee's successful completion of the probationary period, the Employer shall provide a Group Insurance Benefits Plan (Benefits Plan) for participation by employees, subject to the terms and conditions of the plan contract and shall include the following coverage:
- (a) Life Insurance
 - (b) Accidental Death & Dismemberment (AD&D)
 - (c) Long Term Disability (LTD)

(d) Extended Health

(e) Dental Health

32:02 Participation in the Benefits Plan by employees and access to any and all coverages shall be subject to the terms and conditions of the Benefits Plan policy document and determination by the Benefits provider.

32:03 Premiums for the Benefits Plan shall be paid fifty percent (50%) by the employees and fifty percent (50%) by the Employer.

32:04 The Employer shall provide a Registered Pension Plan for eligible employees with the option to contribute at a rate of three percent (3%) or five percent (5%) of regular salary and the Employer shall match the contributions made by the employee. Employees shall have the option of voluntarily contributing more than three percent (3%) or five percent (5%), however any additional contributions will not be matched by the Employer.

Supervisors shall contribute at a rate of eight percent (8%) of regular salary and the Employer shall match the contribution made by the employee.

32:05 Participation in the Benefits Plan and Registered Pension Plan by eligible employees shall be mandatory.

32:06 An employee who will be on an unpaid leave of absence for any reason in excess of two (2) weeks is required to pay the full cost of the compulsory premiums for the Life Insurance, Accidental Death and Dismemberment (ADD) and Long Term Disability (LTD). An employee has the option of participating in the Extended Health and Dental Plan while on the unpaid leave of absence and, if the employee elects, is required to pay the full cost of the premiums.

32:07 Should consideration be given to changing the employee benefit provider during the life of this Agreement, the Employer will enter into consultation with the employees and the Union. The current level of benefits shall be maintained during the life of the Agreement.

Article 33 Family Leave

- 33:01** Effective April 1, 2019, Family Leave is available to non-probationary regular employees. Three (3) working days (22.5 hours) of Family Leave (pro-rata for part-time employees) can only be used in the current fiscal year. Family Leave is to be deducted from the employee's sick leave bank. The purpose of Family Leave is to attend to family responsibilities for an immediate family member which are immediate, unavoidable and necessitate the employee's absence from work. The leave shall be for the purpose of providing care to an immediate family member who is ill or requires the employee to accompany him or her to a medical appointment.
- 33:02** Should an employee require additional Family Leave, the amount of the leave will be applied against the employee's remaining vacation credits and/or banked time.

Article 34 Bridging Of Service

- 34:01** A regular employee who resigns as a result of the employee's decision to raise a dependent child or children, and is re-employed, upon written notification to the Employer shall be credited with the length of service accumulated up to the time of resignation for the purposes of sick leave and long service vacation entitlement benefits as defined in this Agreement and based on seniority. The Employer shall provide a written statement of all entitlements upon resignation. The following conditions shall apply:
- (a) The employee must have accumulated at least four (4) years of calendar service at the time of resigning.
 - (b) The resignation itself must indicate the reason for resigning.
 - (c) The break in service shall be for no longer than six (6) years, and during that time the employee must not have been engaged in remunerative employment for more than three (3) months.

- (d) The previous length of service shall not be reinstated until successful completion of the probationary period.
- (e) Upon successful completion of the probationary period, the employee will be credited with the accumulated sick leave credits at the time of the resignation.

Article 35 Safety and Health

- 35:01** The Employer and the Union recognize that safety, accident prevention and the preservation of health are of primary importance in all operations and these activities require the combined efforts of Employer, employees, and the Union.
- 35:02** The Employer will continue to provide its employees with safe working conditions, equipment and materials, and will make every reasonable effort to ensure that all reasonable precautions are taken.
- 35:03** The Union will make every reasonable effort to obtain the cooperation of each employee within the bargaining unit in the observation of all reasonable safety rules, practices and procedures.
- 35:04** Every employee shall take all reasonable precautions and follow all reasonable safety rules, practices and procedures in order to protect her/his safety and health and the safety and health of any other persons who may be affected by the employee's acts or omissions at work.
- 35:05** The parties recognize the importance of establishing a workplace Safety and Health Committee to enhance the ability of employees and managers to resolve health and safety concerns.
- 35:06** (a) The number of employee representatives shall be not less than two (2) or more than six (6). The number of management representatives may be less than or equal to the number of employee representatives on a committee.

- (b) Each party shall elect or appoint its representatives to the committee freely and without interference.
- (c) Committee members shall have a term of office of two (2) years and members are eligible for re-election or re-appointment.
- (d) Committees 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.
- (e) Committees shall meet regularly at intervals to be determined by the committee but normally not less than once in each calendar quarter.
- (f) Except for the calling of special meetings, there shall be at least seventy-two (72) hours prior notice of the calling of committee meetings.
- (g) 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 the 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.
- (h) The quorum for meetings shall consist of one-half ($\frac{1}{2}$) of the management members and one-half ($\frac{1}{2}$) of the employee members.
- (i) The Employer shall provide a prominent place where information relating to health and safety 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 agenda for each meeting;

- (iv) The minutes of the previous meeting; and
- (v) Informational and educational materials which have specific relevance to the safety and health of employees.
- (j) 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 party 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.
- (k) Any material addressed to the committee shall be distributed as soon as practicable by the person receiving same to the other committee members.

35:07 The objectives of Workplace Safety and Health Committees include:

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

35:08 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.

- 35:09** (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) above shall inspect the condition with the employee and discuss the employee's reasons for believing the condition to be dangerous. Where there is a health and safety committee at the workplace, the 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 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 will be temporarily reassigned to perform other work duties.
- 35:10** Where an employee has refused to perform work in accordance with Section 35:09 no other employee shall be assigned the particular work unless such employee is notified of the refusal and the reasons for the refusal.
- 35:11** Nothing in this Article prevents the doing of any work or thing that may be necessary in order to remedy the dangerous condition described in Sections 35:08 and 35:09.
- 35:12** Disciplinary action shall not be taken against an employee solely for the reason that the employee:
- (a) Made a report under Section 35:09; and
- (b) Refused to work or continue to work under the conditions described under Section 35:09 provided a safety and health officer has reported in writing that the employee had reasonable and probable grounds for believing that those conditions were dangerous to the employee's safety or health.

35:13 Where an employee willfully takes unfair advantage of the provisions described in Section 35:09, the employee may be subject to disciplinary action up to and including suspension or dismissal.

Article 36 Staff Investigation Procedure

General Procedure

36:01 The principles of justice and dignity shall be applied in the investigation and resolution, by the Employer, of an allegation of inappropriate behavior or wrongdoing by an employee in order to ensure that the rights, responsibilities and obligations of all parties are respected.

36:02 When the employer receives an allegation of inappropriate behaviour or wrongdoing by an employee, whether internally or from an external agency, the following procedure shall apply:

- (a) All investigations shall be timely and the employee under investigation shall be apprised of the status of the investigation on a regular basis, or at the request of the employee.
- (b) A preliminary assessment of the situation will be conducted expeditiously by the Employer. Where practicable, the preliminary assessment will be conducted by the first level of supervision of the employee concerned and may also include the next higher level of supervision. Human Resources may also be involved in the preliminary assessment.
- (c) The following factors should be reviewed to determine their applicability to the situation.
 - Risk - Does the employee's presence in the workplace create concerns regarding the safety of employees or the security of the Employer's property? Are employees reluctant to work with the employee?
 - Competence - Can the employee continue in the current work assignment?

- Ethics- Does the behavior contravene the Manitoba College of Social Workers Code of Ethics or Agency Code of Conduct? Does the behavior jeopardize the duty of care to clients?
- Employer's Business Interests - Does the conduct present potential or real harm to the service provided by the Employer?
- Type of Work - Is the conduct directly related to the employee's current duties? Does the employee hold a position of trust?
- Reputation and Public Confidence - Does the conduct potentially affect Employer's reputation with the general public and with clients?
- Employee's Role in the Organization - An employee in a professional and/or supervisory position must demonstrate a higher standard of conduct than other employees.

36:03 Results of Preliminary Assessment

The Preliminary Assessment shall be conducted in a timely manner. The assessment findings shall be provided to the Executive Director or designate for review and action.

- (a) The Executive Director or designate, in consultation with Human Resources, shall determine if the employee is unable or unsuitable to perform the current duties. In many cases alterations can be made to the position to ensure there is no impact and allow the employee to work while a formal investigation is undertaken.
- (b) If alteration to the position is not possible, an alternative work assignment to other work that may be available and suitable for the employee may occur. Should this occur, compensation shall be at the employee's current rate of pay.
- (c) A leave of absence will be considered only when alternative work assignments have been thoroughly explored and determined to be unviable. Should there be no alternative work assignment, a leave of absence with or without pay will occur.

- 36:04** A formal investigation shall be conducted to determine the nature and extent of the alleged inappropriate behavior or wrongdoing, if any.
- 36:05** There is an expectation that all employees will fully cooperate with the Employer during the course of the investigation.
- 36:06** An employee's status should be reviewed on a regular basis during both the preliminary and formal investigation phases to determine whether circumstances have changed to warrant an alteration in the employee's employment or leave status.
- 36:07** All activities in the course of the assessment and investigation are to be held in confidence by those involved.

Article 37 Conduct of Employees

- 37:01** Each employee shall observe standards of behaviour consistent with the employee's function and role as an employee and in compliance with the Employer's established Code of Conduct and the terms of this Agreement.
- 37:02** Where an employee is absent without authorization, and without an explanation satisfactory to the Employer, for a period of five (5) consecutive working days, the employee shall be considered to have abandoned his or her position and shall be deemed to have been terminated on the last day on which the employee was present at work.
- 37:03** Where an employee is habitually late or is absent during working hours without authorization and fails to give satisfactory explanation for the lateness or absence, the Employer may take such disciplinary action, including suspension or dismissal, as is warranted.

Article 38 Disciplinary Action

- 38:01** An employee shall only be disciplined for just cause. A meeting may be held with an employee prior to making a determination to suspend or dismiss the employee. The employee has the right to have a Union representative present.

38:02 An employee has the right to have a Union representative present at any meeting which is disciplinary, or may result in discipline.

In addition to a Union representative, with the approval of the Employer, an employee will also be allowed to bring in an external support person (i.e. Elder, Spiritual Support).

38:03 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 it has been read. Upon signing the employee shall receive a copy of such a report.

38:04 Where disciplinary action is 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.

38:05 An employee may grieve any disciplinary action. Letters of direction and/or letters of expectation shall not be considered discipline. Grievances concerning demotion, suspension or dismissal shall be initiated at Step 2 of the Grievance Procedure.

38:06 The person 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).

38:07 No notice or payment in lieu thereof is required where an employee is terminated.

Article 39 Grievance Procedure

- 39:01** The parties to this Agreement recognize the desirability for prompt resolution of grievances through an orderly process without stoppage of work or refusal to perform work.
- 39:02** A “grievance” is defined as a complaint in writing concerning:
- (a) The application, interpretation, or alleged violation of this Agreement;
 - (b) The dismissal, suspension, demotion, or written reprimand of an employee.
- 39:03** Where either party to this Agreement disputes the general application, interpretation or alleged violation of this Agreement, either party may initiate a policy grievance. Where such a grievance is initiated by the Union it shall be presented to the Executive Director. Where such a grievance is initiated by the Employer it shall be presented to the President of Local #443. In all cases the grievance shall be presented within twenty (20) working days from the date of the action giving rise to the grievance.
- 39:04** Where a grievance has been initiated and the nature of the grievance is such that it has or potentially could have widespread application affecting a number of employees and where as a result the Union deems it impractical that each affected employee grieve separately, the Union shall have the right to present a group grievance. The group grievance shall be presented at Step 1 within twenty (20) working days from the date of the action giving rise to the grievance.
- 39:05** If an employee or the Union fails to initiate or process a grievance within the prescribed time limits, the grievance will be deemed to be abandoned and all rights of recourse to the grievance procedure for that particular grievance shall be at an end. If the Employer fails to reply to a grievance within the prescribed time limits, the employee or the Union may process the grievance to the next step.

- 39:06** It is mutually agreed that an effort shall be made to resolve a potential grievance through discussion before a written grievance is initiated. The employee shall have the right to have a union representative and may elect to have an Elder present at such a discussion. If the potential grievance is not resolved, the employee will have twenty (20) days from the initial meeting date to file a grievance.
- 39:07** An employee has the right to representation by a Union representative at any step of the grievance procedure.
- 39:08** **Step 1:**
- (a) Within the twenty (20) working days referenced in Section 39:06, the employee shall present the grievance with the redress requested to the Employer.
 - (b) The Director or designate shall sign for receipt of the grievance and if the nature of the grievance is such that the Director or designate is authorized to deal with it, the Director or designate shall issue a decision in writing to the employee and to the Union within fifteen (15) working days.
 - (c) The Director or designate may hold a hearing to discuss the grievance with the employee and the employee's representative before giving a decision on the grievance.
 - (d) If the nature of the grievance is such that a decision cannot be given below a particular level of authority, the Director or designate shall forward the grievance to the Executive Director or designate and so inform the employee and the Union. The time limits and the procedures applicable to Step 2 shall apply.
 - (e) Where the designate at Step 1 is a steward or officer of the Union, the grievance shall be referred to Step 2.

39:09 Step 2:

- (a) If the grievance is not resolved at Step 1, the employee shall submit the same grievance and the redress requested to the Executive Director or designate within fifteen (15) working days of the receipt of the decision at Step 1.
- (b) The Executive Director or designate shall sign for receipt of the grievance and issue a decision in writing to the employee and to the Union within fifteen (15) working days of receipt of the grievance.
- (c) The Executive Director or designate shall hold a hearing to discuss the grievance with the employee and the employee's representative before providing a decision.

39:10 Grievances concerning vacancy selection, demotion, suspension or dismissal shall be initiated at Step 2 of the grievance procedure within fifteen (15) working days of the date that the employee became aware of the action.

39:11 An employee or the Union may withdraw a grievance at any step of the grievance procedure by providing written notice.

39:12 All time limits referred to in this Article may be extended by mutual agreement.

Article 40 Grievance And Arbitration Procedure

40:01 In the event of the failure of the parties to settle a grievance under Article 39, within fifteen (15) working days from the date upon which the written reply is received under Step 2 the grievance may be referred to Arbitration.

40:02 The procedure for arbitrating grievances shall be as set forth below:

- (a) Where the party initiating the Arbitration proceeding wishes to request a single arbitrator, the notice referred to in Section 40:01 shall so state and:
 - (i) The parties will attempt to reach agreement on the selection of a single arbitrator within ten (10) working 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 ten (10) working days, the party initiating the arbitration proceedings may submit the name of its appointee to an Arbitration Board in accordance with Section 40:02 (b) within ten (10) working days.
 - (iii) A single arbitrator shall be considered to be an arbitration board for purposes of this Article.
- (b) Where the party initiating the arbitration proceeding wishes to request arbitration by a three (3) person board, the notice shall contain the first party's appointee to the arbitration board. The following procedure will then apply:
 - (i) The party who receives the notice shall within ten (10) working days of receiving the notice, name its appointee to the Arbitration Board and notify the other party in writing of such appointee.
 - (ii) The two (2) members of the arbitration board named by the parties shall, within ten (10) working days of the appointment of the second of them, appoint a third member of the Arbitration Board who shall be the Chairperson.
 - (iii) Where the two (2) nominees of the parties fail to agree on the appointment of a Chairperson within the time specified, the Minister responsible for the Labour portfolio shall be requested to appoint a Chairperson.
- (c) The Arbitration Board shall conduct a hearing and shall issue a decision which shall be binding upon the parties and upon any employee or employees affected by it.
- (d) Any of the time limits referred to above may be extended by mutual agreement of the parties.

- (e) The Arbitration Board shall not have the power to add to, subtract from or modify or alter in any way the provisions of this Agreement.
- (f) Where the Arbitration Board determines that an employee has been dismissed or otherwise disciplined by the Employer for just cause, the Arbitration Board may uphold the original discipline or may substitute other penalty or remedy in lieu of dismissal or the disciplinary action as the Arbitration Board deems just and reasonable under the circumstances.
- (g) The expenses incurred by and in respect of an Arbitration Board shall be paid as follows:
 - (i) The parties shall each pay an equal portion of the remuneration and expenses of the Chairperson.
 - (ii) Each party shall pay the remuneration and expenses of its nominee.
 - (iii) Each party shall pay an equal portion of other costs and expenses incurred by the Arbitration Board in conducting the arbitration hearing.

Article 41 Reclassification Procedure

41:01 The employee will submit the request for reclassification to the Director of Human Resources, together with the following:

- (a) The job classification being requested and reasons why the requested classification is considered appropriate; and
- (b) Any other information in support of the request.

Human Resources will, within twenty (20) working days following receipt of the request, provide a reply.

41:02 Where the employee considers the reply from Human Resources to be unsatisfactory the employee may file a grievance at Step 2 of the grievance procedure within fifteen (15) working days of receiving the reply. The time

limits prescribed in this Article may be extended by mutual agreement of the employee and the Employer.

- 41:03** Where the Employer determines that a position(s) is to be reclassified the Union will be provided with the particulars including the proposed salary range.

Article 42 Employee Files

- 42:01** Upon the written request of an employee, Human Resources shall make the employee's file available for the employee's full examination. Such examination shall be in the presence of a representative of Human Resources. The employee has the option to have a Union representative present.
- 42:02** An employee may request a copy of specific documents on the employee's file.

Article 43 Performance Appraisal

- 43:01** Performance appraisal is a tool to be used in a positive manner to assess an employee's performance level and, where necessary, to identify and outline strategies for improvement. When performance appraisals are conducted, the following will apply:
- (a) Performance appraisals shall be in writing and the contents shall be discussed with the employee.
 - (b) The employee shall sign the performance appraisal for the sole purpose of indicating that she/he is aware of its contents.
 - (c) The employee shall have the right to add comments to be attached thereto.
 - (d) The employee shall be provided a copy of the performance appraisal.

Article 44 Contracting Out

- 44:01** Where work is to be contracted out which would result in the redundancy of employees in the bargaining unit, the Employer will provide the Union with four (4) months' notice and enter into discussions concerning the potential impact on Employees within the bargaining unit.
- 44:02** During the notice period, the Joint Labour Management Committee shall meet to discuss the reasons and possible alternatives to the proposed contracting out as well as to facilitate potential retraining and/or redeployment opportunities.

Article 45 Seniority

- 45:01** "Seniority" is defined as the length of an employee's accumulated service as contained in this Article calculated from the last date on which the Employee commenced employment. Seniority for part-time employees shall be pro-rated.
- 45:02** Seniority shall include:
- (a) Periods of workers compensation;
 - (b) Periods of maternity leave; parental leave; compassionate care leave;
 - (c) Approved leaves without pay to a maximum accumulation of one hundred and fifty (150) hours in a fiscal year;
 - (d) Periods of paid leave of absence;
 - (e) Periods of paid sick leave;
 - (f) Approved educational leave to a maximum of one (1) year;
 - (g) Periods of leave while on the Long Term Disability Plan.
- 45:03** Seniority will continue to accrue when an employee is assigned temporarily to a position outside of the bargaining unit for up to six (6) months.

45:04 Seniority will terminate when the employee:

- (a) Resigns;
- (b) Retires;
- (c) Is terminated and not reinstated;
- (d) Has been laid-off for twenty-four (24) consecutive months.
- (e) Who is occupying a term position has her/his employment end, unless the term employee secures and commences a permanent position within sixty (60) calendar days following the last day in the term position.
- (f) Is permanently promoted to a position outside the scope of this Agreement;
- (g) Is absent without authorization for a period of five (5) consecutive working days.

45:05 A Seniority list will be prepared once annually and will state each employee's accumulated service as at March 31 of each year. Any alleged errors shall be provided to the Director of Human Resources within two (2) months of the seniority list being posted. Alleged errors will be reviewed and rectified if an error is confirmed.

Article 46 Lay-Off

46:01 When a reduction in the working force becomes necessary, employees will be laid off in reverse order of seniority within their classification subject to more senior employees being qualified to perform the required work.

46:02 In the event of a deletion of an occupied position, as much notice as possible will be given to the incumbent and the incumbent will be entitled to exercise her/his seniority rights subject to her/his ability, performance and qualifications to displace an employee in a position of equal or lower classification. An employee thus displaced shall also be entitled to a like exercise of seniority rights.

- 46:03** Except where specifically provided, this Article does not apply to:
- (a) Term employees at the end of a specific term of employment; or
 - (b) Term employees with less than two (2) years of seniority.
- 46:04** (a) Four (4) weeks' notice will be provided to:
- (i) Regular employees; and
 - (ii) Term employees with one (1) or more years of seniority;
- (b) Two (2) weeks' notice will be provided to term employees with less than one (1) year of seniority.
- 46:05** The Union will be provided a copy of any lay-off notices issued.
- 46:06** For purposes of this Article, "qualifications" refers to education, knowledge, training, skills, experience, aptitude, and cultural proficiency. 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.
- 46:07** An employee who displaces another employee in accordance with the provisions of this Article shall be provided a familiarization period of up to four (4) weeks. 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 an employee acquires the necessary qualifications and ability.
- 46:08** Employees who are laid-off shall be placed on a re-employment list for a period of up to twenty-four (24) months from the effective date of the lay-off.
- 46:09** Employees who are placed on a re-employment list shall be recalled in seniority order.

- 46:10** An employee who is on the re-employment list must:
- (a) Report any change of address to the Employer;
 - (b) If recalled, respond to the recall within seven (7) days of receipt of notification of recall;
 - (c) Return to work within fourteen (14) days of receipt of notification of recall.
- 46:11** Unless an explanation satisfactory to the Employer is provided, failure to return to work upon recall shall be deemed a resignation.

Article 47 Severance Pay

- 47:01** Employees who (i) retire in accordance with the Employer’s pension plan, or (ii) whose seniority is terminated after having been laid off for twenty-four (24) consecutive months shall be paid severance pay as follows:
- | | |
|--|---------|
| At least one (1) year and less than three (3) years of service | 2 weeks |
| At least three (3) years and less than five (5) years of service | 4 weeks |
| At least five (5) years and less than ten (10) years of service | 6 weeks |
| At least ten (10) years of service | 8 weeks |

Article 48 Devolution and Transfer of Services

- 48:01** In the event of the devolution or transfer of services provided by employees covered by this Agreement, the Union shall be notified no less than four (4) months prior to the transfer of employees. The parties will establish a joint committee to facilitate the orderly transfer of employees who are impacted.
- 48:02** Where the successorship provisions of The Labour Relations Act have been determined to apply, the provisions of this Agreement continue in effect for the affected employees until the expiry of the Agreement.

- 48:03** The Employer and the Union will work together with the successor Employer to negotiate a transition agreement respecting the administration and interpretation of this Agreement during the period required to negotiate a new Collective Agreement.
- 48:04** The Employer will make reasonable efforts and give priority consideration to obtaining employment opportunities, with the new Employer for employees who are not being transferred.
- 48:05** The provisions of this Article do not apply to seconded employees.

Article 49 Technological Change

- 49:01** For purposes of this Article, “technological change” means the introduction of equipment or material of a different nature or kind into the Employer’s operations which may affect the security of employees and a change in the manner in which the employer carries on the work that is directly related to the introduction of that equipment or material.
- 49:02** The Employer agrees that it will endeavor 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.
- 49:03** Where the Employer intends to introduce technological change, the following procedure will be followed:
- (a) The Employer will provide the Union, where possible, reasonable 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.

- 49:04** Where new or greater skills are required than are already possessed by affected employees under the present methods of operations, such employees shall, at the expense of the employer, be given a training period during which they may acquire the skills necessitated by the new method of operation.
- 49:05** 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 50 Loss Of or Damage to Personal Effects

- 50:01** Where an employee, because of the action of a client of AOCFS, suffers damage to, or loss of, eye-glasses, false teeth, watch or other personal effects usually carried to work by the employee in the performance of the employee's duties including clothing, the employee shall be reimbursed in accordance with the following:
- (a) Full replacement cost provided that the item that is lost or damaged beyond repair has been purchased within six (6) months of the incident;
 - (b) If the item has been purchased within six (6) months to two (2) years of the incident, at eight-five percent (85%) of the replacement cost;
 - (c) At seventy-five percent (75%) of the replacement cost in all other cases.

In calculating replacement cost, proof of purchase must be submitted and Provincial Sales Tax (PST) and Goods and Services Tax (GST) are included.

- 50:02** Each incident respecting loss of, or damage to, personal effects as mentioned in Section 50:01 shall be assessed separately,
- 50:03** Employees are responsible for any personal effects which are brought to their place of work and are not specifically required in the course of their employment.
- 50:04** Employees suffering loss of, theft of, or damage to personal effects or clothing incurred when they are away from their normal place of work while

on Employer business may claim compensation only for such items as are necessary in the course of their employment away from their normal place of work.

- 50:05** Where the employee is required to have a vehicle as a condition of employment, the Employer agrees to reimburse employees for the insurance deductible to a maximum of two-hundred dollars (\$200.00) for damage to the employee's vehicle incurred through vandalism or accident while carrying out the employee's duties. Payment will be based on the approved MPI claim.

Article 51 Harassment Prevention and Respectful Workplace

- 51:01** The Employer recognizes that workplace harassment and disrespectful behaviour can jeopardize an individual's dignity, self-esteem and wellbeing and possibly undermine work relationships and productivity. The Employer is committed to building and maintaining a diverse and respectful workplace, where all employees enjoy an environment in which the dignity and self-respect of every person is valued and which is free of harassment, discrimination, bullying, offensive remarks, material, or behaviour.
- 51:02** No one has the right to harass anyone else, at work or in any situation related to employment at AOCFS. All employees are entitled to work free of harassment and share responsibility for ensuring that the workplace is a respectful and safe place for all, free from harassment, ensuring:
- (a) Mutual respect, fairness and equality
 - (b) Courteous conduct
 - (c) Positive communication
 - (d) Collaborative working relationships
 - (e) Each person's dignity

51:03 “Discrimination” Means:

- (a) Differential treatment of an individual on the basis to the individual’s actual or presumed membership in or association with some class or group of persons, rather than on the basis of personal merit; or
- (b) Differential treatment of an individual or group on the basis of any characteristic referred to in (d); or
- (c) Differential treatment of an individual or group on the basis of the individuals or groups actual or presumed association with another individual or group whose identity or membership is determined by any characteristic referred to in (d).
- (d)
 - (i) Ancestry, including colour and perceived race;
 - (ii) Nationality or national origin;
 - (iii) Ethnic background or origin;
 - (iv) Religion or creed, or religious belief, religious association or religious activity;
 - (v) Age;
 - (vi) Sex, including sex-determined characteristics or circumstances, such as pregnancy, the possibility of pregnancy, or circumstances related to pregnancy;
 - (vii) Gender identity;
 - (viii) Sexual orientation;
 - (ix) Marital or family status;
 - (x) Source of income;
 - (xi) Political belief, political association or political activity;

- (xii) Physical or mental disability or related characteristics or circumstances, including reliance on a service animal, a wheelchair, or any other remedial appliance or device;
- (xiii) Social disadvantage *
- (xiv) Size.

*It is not discrimination on the basis of social disadvantage unless the discrimination is based on a negative bias or stereotype related to that social disadvantage.

Examples of discrimination may include, but are not limited to:

- Behaviour stating or implying actual or perceived abilities or inabilities based on any characteristic referred to above.
- Applying stereotypes or generalizations based on any characteristic referred to above.
- Unreasonable refusal to work with, or share facilities with a person or persons based on any characteristic referred to above.

51:04 Harassment is a form of discrimination and is any objectionable or inappropriate conduct, comment, display, action or gesture by a person made on the basis of any of the characteristics referred to in Section 51:03 (d).

Examples of harassment may include, but are not limited to:

- Unwelcome jokes, innuendos or teasing about a person's body, appearance, race, sexual orientation, etc.
- Racial or ethnic slurs;
- Displaying or circulating pictures, cartoons, or other offensive material;
- Unwanted or unnecessary physical contact including touching, patting or pinching;
- Any form of hazing (a humiliating and degrading initiation rite);
- Unwanted conduct, comments, gestures or invitations of a sexual nature which are likely to cause offence or humiliation or which might on reasonable grounds be perceived as placing a condition of a sexual

nature on employment or on any opportunity for participation, training or advancement;

- A reprisal or threat of reprisal for rejecting a sexual solicitation or advance;
- Leering, ogling or other suggestive or obscene gestures;
- Physical or sexual assault.

Personal harassment or what is sometimes referred to as “bullying” is offensive behaviour that is not connected to any human rights-based characteristic. It is any conduct, comment, display, action or gesture that adversely affects a person’s psychological or physical well-being and:

As a result of the behaviour being repeated, could reasonably cause the person to be intimidated or humiliated; or

If only a single incidence, could reasonably have a lasting, harmful effect on the person.

Examples of bullying may include, but are not limited to:

- Personal ridicule (put-downs, teasing) or malicious gossip;
- Repeated or continuous incidents of inappropriate yelling, screaming or name-calling;
- Malicious or uncalled-for interference with another person’s work or role;
- Interfering with or vandalizing/damaging a person’s personal property;
- Physical or verbal abuse/violence, threats or intimidation;
- Insulting or derogatory comments, jokes or gestures;
- Repeated, unjustified threats to remove or restrict opportunities or privileges;
- Shunning or ostracizing a person;

51:05 Harassment or bullying may involve individuals or groups and either peer or power relationships. Harassment can be physical or psychological in nature. It can occur between males and females and members of the same sex.

- 51:06** Where the behaviour has the effect of creating a negative, hostile or uncomfortable environment, even if not directed at anyone in particular, the behaviour may still be considered harassment or bullying.
- 51:07** In extreme forms, harassment or bullying may be an offense under Canada's Criminal Code and may require a report be made to the Police. Depending on the nature of the behaviour, it may also constitute abuse resulting in a triggering of the Duty to Report Abuse provisions set out below.
- 51:08** Reasonable conduct of a supervisor or manager in respect of the management and direction of AOCFS employees or the management, direction and guidance of employees does not represent harassment, discrimination or bullying.
- 51:09** Employees are responsible to report harassment and to co-operate in the investigation of a harassment complaint. Anyone who investigates or gives evidence in a complaint is required to keep details confidential.
- 51:10** Employees have the right to file a complaint with the Manitoba Human Rights Commission. This agreement does not discourage or prevent anyone from exercising their legal rights.
- 51:11** Management will take corrective action with anyone under its direction who harasses another person.
- 51:12** Management will not disclose the name of a complainant or an alleged harasser or the circumstances of the complaint to anyone except where disclosure is:
- (a) Necessary to investigate the complaint
 - (b) A part of taking corrective action
 - (c) Required by law
- 51:13** The Employer is responsible for leading by example and keeping a safe environment, free of harassment, and upon becoming aware of harassment, doing everything in its power to stop it, whether or not a complaint has been

made. Supervisors or Directors who ignore harassment are subject to discipline.

Article 52 Notice of Resignation

52:01 (a) Applicable to Supervisors and Case Managers:

An Employee wishing to resign shall provide the Employer with a minimum written notice of four (4) weeks, specifying the last day of work.

(b) Applicable to all other classifications:

An Employee wishing to resign shall provide the Employer with a minimum written notice of two (2) weeks, specifying the last day of work.

52:02 (a) Employment may be terminated with less notice with the approval of the Employer.

(b) Failure, on the part of the Employee, to provide required notice as stipulated in Section 52:01 may result in the Employer withholding from the final pay the equivalent amount of the notice not provided by the Employee.

52:03 Where the employment of the term employee is concluded no notice of resignation is required.

52:04 An employee may, with the approval of the Employer, withdraw the notice of resignation within the first two (2) weeks of the notice period.

52:05 Employees are required to return all Employer property on, or before, the last day of work.

Article 53 Registration with Manitoba College of Social Workers

- 53:01** The Employer requires an employee who is considered to be a practicing Social Worker as defined in ‘The Social Work Profession Act’ to be registered with the Manitoba College of Social Workers.
- 53:02** Employees must maintain registration while employed.
- 53:03** An employee who is required to register is responsible for all registration costs.

Article 54 Civil Liability

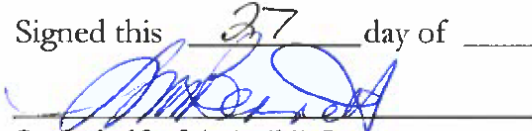
- 54:01** The Employer maintains liability insurance coverage to protect employees, including former employees, against liability for acts and omissions while acting in an authorized capacity in the course and scope of employment. Coverage is subject to the terms and conditions of the master policy or policies issued to the Employer by the insuring organization. The Employer shall maintain this coverage at current levels during the term of this Agreement.
- 54:02** An Employee, upon being served of any legal notification or process, shall immediately advise the Employer of any such legal notification or process.

Article 55 Acting Status

- 55:01** Where the Employer directs an employee to temporarily perform the duties and responsibilities of another position in the bargaining unit having a higher rate of pay for ten (10) or more consecutive working days, the employee shall be paid a rate that is at least five (5) percent higher than her/his current salary. Upon conclusion of acting status the employee shall revert to her/his original position and former rate of pay.
- 55:02** For purposes of interpretation of this Article, “duties and responsibilities” means the duties and responsibilities that would have been performed by the incumbent during the period in which the incumbent had been replaced.

55:03 Where an acting status appointment to a position within the bargaining unit will exceed twelve (12) continuous months, the Employer will notify the Union of the reasons. A meeting may be held to discuss the matter at the request of the Union. The employee who is in acting status may attend at the request of either party.

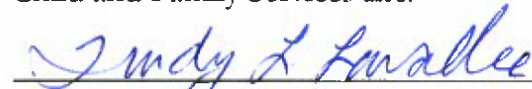
Signed this 37 day of November 2019.



On behalf of Animikii Ozoson
Child and Family Services Inc.



On behalf of Manitoba Government
and General Employees' Union



On behalf of Animikii Ozoson
Child and Family Services Inc.



On behalf of Manitoba Government
and General Employees' Union

Appendix “A”- Exclusions From the Bargaining Unit

The parties agree that the following positions are excluded from the Bargaining Unit:

Executive Director

Director of Service

Director of Finance

Director of Human Resources

Quality Assurance Specialist

Executive Assistant

Appendix “B” - Meal Expenses/Travel Allowances

- 1:01** Breakfast - an employee is expected to have had breakfast before the start of the day’s work, even though some travel may be necessary before the recognized starting time. The cost of breakfast may be claimed when:
- (a) The employee is in travel status; or
 - (b) The employee has been travelling for more than one (1) hour on Employer business before the employee’s normal start time.
- 1:02** Lunch - an employee is expected to make arrangements to provide or purchase at her/his expense. The cost of lunch may be claimed when:
- (a) The employee is in travel status; or
 - (b) The employee is away from her/his normal place of work attending approved training sessions.
- 1:03** Supper – an employee may claim the cost of a supper meal when:
- (a) The employee is in travel status; or
 - (b) The employee has been travelling on Employer business and does not arrive back to her/his residence before 6:30 pm.

Meal Expenses - Travel Within the Province

- 2:01** An employee who is eligible may claim the actual cost of purchased meals up to the following maximum amounts:

Individual Meals		
Breakfast	Lunch	Supper
\$10.00	\$15.00	\$20.00

- 2:02** Where a single price or flat rate is charged for meals by the supplier and no other reasonable alternative in the location is available (which may occur in

some remote or isolated communities), actual meal expenses exceeding the above maximum may be claimed if supported by a receipt

Definitions

- 3:01** “Travel Status” means absence of the employee from the employee’s headquarters area on AOCFS business involving travel and accommodation with the approval of the Supervisor or designate.
- 3:02** “Headquarters Area” means:
- (a) an area twenty-four (24) kilometers (15 miles) around the employee’s headquarters.
- 3:03** “Employee’s Headquarters” means the workplace where the employee is normally stationed or required to use as the employee’s base of operations on a continuing basis in relation to which the employee has established a residence.

Overnight Child Care

- 4:01** The Employer shall reimburse employees who are parent/legal guardians who incur additional costs related to childcare expenses when traveling overnight on Employer business. Employees must submit a receipt, to a maximum of \$50.00 for overnight care. The reimbursement must be approved by the employee’s supervisor.

Cell Phone Reimbursement

- 5:01** An employee who is authorized to use a personal cell phone for work purposes, (service use and/or safety reasons), is entitled to claim thirty (\$30.00) dollars per month. Employees who commence employment or return from an unpaid leave of absence after the first day of the month shall have the allowance prorated.

Accommodations

6:01 All travel bookings are to be done by Finance who will utilize preauthorized hotels whenever possible. In emergent situations staff can book their own hotel accommodation which shall be reimbursed at actual cost plus tax per night. Receipts are required. Any costs for room service and other charges will be the responsibility of the employee. Any staff charged for smoking in a non-smoking room will have this amount deducted from their pay. Private lodgings shall be reimbursed at a rate of fifty (\$50.00) dollars per night. Receipts are required. The employee's designated area of residence is not applicable.

Incidentals Allowance

7:01 This allowance may be claimed at a rate of \$10.00 per overnight when an employee is in travel status.

Mileage

8:01 Employees required to use their own vehicle on Employer business will be paid mileage at the rate of forty-three (.043) cents per kilometer.

Parking Expenses

9:01 Upon presentation of receipt, an employee may claim parking expenses for:

- (a) Short-term parking, when the employee is away from the workplace; and
- (b) Overnight parking where it is not provided with accommodation.

Appendix “C” - Casual Employees

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

Article 1 - Definitions

Article 4 - Application of Agreement

Article 5 - Non Discrimination

Article 6 - Management Rights

Article 9 - Union Security

Article 17 - Retroactivity

Article 18 - Overtime

Article 19 - Holidays

- provisions respecting 1½x for time worked on the listed holidays only
- all other provisions in accordance with Employment Standards Act

Article 37 - Conduct of Employees

Article 38 - Disciplinary Action

Article 39 - Grievance Procedure - limited to the provisions in this Article

Article 40 - Grievance and Arbitration Procedure - limited to the provisions of this Article

Article 42 - Employee Files

Article 50 - Loss Of or Damage To Personal Effects

Article 51 – Harassment Prevention and Respectful Workplace

Article 54 - Civil Liability

- 1:02** There is no obligation for the Employer to offer work to a casual employee or for a casual employee to accept work that is offered.
- 1:03** 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 Employer.

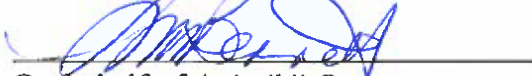
Memorandum of Agreement #1*between***Animikii Ozoson Child and Family Services Inc.***and***Manitoba Government and General Employees' Union****Re: Indigenous Employment Strategy/Representative Workforce**

The parties understand and agree that Indigenous persons are currently significantly underrepresented, and that additional actions are needed to promote and facilitate employment of Indigenous persons at all levels. It is therefore mutually agreed that the parties will work in cooperation to develop strategic initiatives and programs that:


- (a) Fosters mutual respect, trust, fairness, open communication, and understanding;
- (b) Focuses on recruiting of Indigenous workers;
- (c) Identifies workplace barriers that may be discouraging or preventing Indigenous workers from entering and remaining in the workforce;
- (d) Facilitates the development of effective and culturally competent service models.
- (e) Promotes a workforce that contributes to an experience of cultural safety for Indigenous clients served.
- (f) Implements educational opportunities for all employees to promote cultural awareness of Indigenous peoples and the models, approaches and practices that best serve Indigenous children, families and communities.

- (g) Supports a workforce with knowledge, skill and lived experience which makes Employees competent to apply a cultural service lens and to provide a culturally appropriate, differential response for families served.

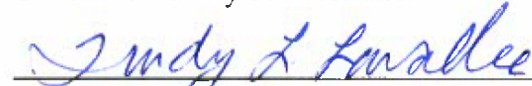
Signed this 27 day of November 2019.



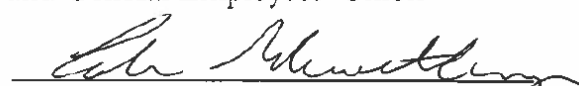
On behalf of Animikii Ozoson
Child and Family Services Inc.



On behalf of Manitoba Government
and General Employees' Union



On behalf of Animikii Ozoson
Child and Family Services Inc.



On behalf of Manitoba Government
and General Employees' Union

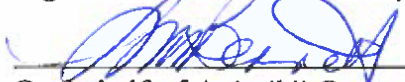
Memorandum of Agreement #2*between***Animikii Ozoson Child and Family Services Inc.***and***Manitoba Government and General Employees' Union****Re: Employment Equity**

In accordance with the Employer's employment equity goals, the parties' commitment to non-discrimination as contained in Article 5 of this Agreement, and to the principles of employment equity, the Employer and the Union recognize the responsibility and the need to promote equity in the employment of women, visible minorities, indigenous people, persons with disabilities, persons of any sexual orientation or gender identity and such other groups as may be designated by legislation.

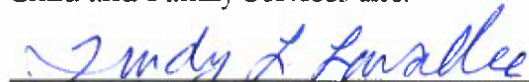
In factoring employment equity into the recruitment and appointment process, the following principles shall apply:

1. Employment equity shall be applied as a factor in competitions for which there is inadequate representation of one (1) or more of the four (4) under-represented groups or for which there is a bona fide organizational need.
2. The weighting afforded employment equity shall be no greater than that applied to the highest weighted essential selection criterion.
3. The rating applied to employment equity candidates shall be the same as that applied to the "meets standard" rating for the essential selection criteria.
4. Employment equity candidates must be qualified in all other essential selection criteria.
5. The rating for employment equity shall be applied only once in the selection process.

Signed this 27 day of November 2019.



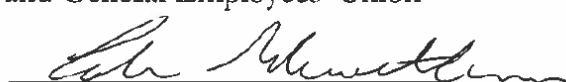
On behalf of Animikii Ozoson
Child and Family Services Inc.



On behalf of Animikii Ozoson
Child and Family Services Inc.



On behalf of Manitoba Government
and General Employees' Union



On behalf of Manitoba Government
and General Employees' Union

Salary Schedule

Year 2017-2018 (0.00%)

Administration Component

	Starting	Level	Level	Level	Level	Level	Long Service
	1	2	3	4	5	6	
Admin Officer 1 - AO1							
Annual	46,942.00	48,285.00	49,723.00	51,292.00	53,165.00	55,132.00	56,267.00
Bi-weekly	1,805.46	1,857.12	1,912.42	1,972.77	2,044.81	2,120.46	2,164.12
Hourly	24.07	24.76	25.50	26.30	27.26	28.27	28.85

	Starting	Level	Level	Level	Level	Level	Long Service
	1	2	3	4	5	6	
Admin Officer 2- AO2							
Annual	52,219.00	54,186.00	56,021.00	58,139.00	60,314.00	62,583.00	63,832.00
Bi-weekly	2,008.42	2,084.08	2,154.65	2,236.12	2,319.77	2,407.04	2,455.08
Hourly	26.78	27.79	28.73	29.81	30.93	32.09	32.73

Clerical Component

	Starting	Level	Level	Level	Level	Level	Long Service
	1	2	3	4	5	6	
Accounting Clerk 1- AK1							
Annual	40,852.00	42,006.00	43,122.00	44,219.00	45,467.00	46,734.00	47,642.00
Bi-weekly	1,571.23	1,615.62	1,658.54	1,700.73	1,748.73	1,797.46	1,832.38
Hourly	20.95	21.54	22.11	22.68	23.32	23.97	24.43

	Starting	Level	Level	Level	Level	Level	Long Service
	1	2	3	4	5	6	
Accounting Clerk 2- AK2							
Annual	46,810.00	48,228.00	49,439.00	50,801.00	52,238.00	53,789.00	54,867.00
Bi-weekly	1,800.38	1,854.92	1,901.50	1,953.88	2,009.15	2,068.81	2,110.27
Hourly	24.01	24.73	25.35	26.05	26.79	27.58	28.14

Admin Secretary 1 AY-1	Starting	Level	Level	Level	Level	Long Service
	1	2	3	4	5	
Annual	30,601.00	31,263.00	32,190.00	33,041.00	33,911.00	34,630.00
Bi-weekly	1,176.96	1,202.42	1,238.08	1,270.81	1,304.27	1,331.92
Hourly	15.69	16.03	16.51	16.94	17.39	17.76

Admin Secretary 2 - AY2	Starting	Level	Level	Level	Level	Level	Long Service
	1	2	3	4	5	6	
Annual	34,649.00	35,386.00	36,257.00	37,183.00	38,318.00	39,264.00	40,058.00
Bi-weekly	1,332.65	1,361.00	1,394.50	1,430.12	1,473.77	1,510.15	1,540.69
Hourly	17.77	18.15	18.59	19.07	19.65	20.14	20.54

Clerk 2 -CL2	Starting	Level	Level	Level	Level	Level	Long Service
	1	2	3	4	5	6	
Annual	32,606.00	33,420.00	34,270.00	35,254.00	36,143.00	37,183.00	37,902.00
Bi-weekly	1,254.08	1,285.38	1,318.08	1,355.92	1,390.12	1,430.12	1,457.77
Hourly	16.72	17.14	17.57	18.08	18.53	19.07	19.44

Clerk 3- CL3	Starting	Level	Level	Level	Level	Level	Long Service
	1	2	3	4	5	6	
Annual	39,604.00	40,644.00	41,741.00	42,933.00	44,067.00	45,429.00	46,356.00
Bi-weekly	1,523.23	1,563.23	1,605.42	1,651.27	1,694.88	1,747.27	1,782.92
Hourly	20.31	20.84	21.41	22.02	22.60	23.30	23.77

Social Science Component

Social Services Worker 1 - SP1	Starting	Level	Level	Level	Level	Level	Long Service
	1	2	3	4	5	6	
Annual	42,554.00	43,784.00	45,164.00	46,602.00	48,115.00	49,647.00	50,668.00
Bi-weekly	1,636.69	1,684.00	1,737.08	1,792.38	1,850.58	1,909.50	1,948.77
Hourly	21.82	22.45	23.16	23.90	24.67	25.46	25.98

Social Services Worker 2- SP2	Starting	Level	Level	Level	Level	Level	Long Service			
	1	2	3	4	5	6				
Annual	44,767.00	46,337.00	47,888.00	49,590.00	51,330.00	53,203.00	54,300.00			
Bi-weekly	1,721.81	1,782.19	1,841.85	1,907.31	1,974.23	2,046.27	2,088.46			
Hourly	22.96	23.76	24.56	25.43	26.32	27.28	27.85			

Social Services Worker 3- SP3	Starting	Level	Level	Level	Level	Level	Level	Level	Level	Long Service	
	1	2	3	4	5	6	7	8			
Annual	48,834.00	50,611.00	52,333.00	54,281.00	56,323.00	58,423.00	60,503.00	62,886.00	64,153.00		
Bi-weekly	1,878.23	1,946.58	2,012.81	2,087.73	2,166.27	2,247.04	2,327.04	2,418.69	2,467.42		
Hourly	25.04	25.95	26.84	27.84	28.88	29.96	31.03	32.25	32.90		

Social Services Worker 4- SP4	Starting	Level	Level	Level	Level	Level	Level	Level	Level	Level	Level	Long Service	
	1	2	3	4	5	6	7	8	9	10			
Annual	53,864.00	55,813.00	57,742.00	59,841.00	62,035.00	64,267.00	66,650.00	69,335.00	72,002.00	74,688.00	76,201.00		
Bi-weekly	2,071.69	2,146.65	2,220.85	2,301.58	2,385.96	2,471.81	2,563.46	2,666.73	2,769.31	2,872.62	2,930.81		
Hourly	27.62	28.62	29.61	30.69	31.81	32.96	34.18	35.56	36.92	38.30	39.08		

Social Services Worker 5- SP5	Starting	Level	Level	Level	Level	Level	Level	Level	Level	Level	Long Service	
	1	2	3	4	5	6	7	8	9			
Annual	62,186.00	64,475.00	67,198.00	69,600.00	72,324.00	75,123.00	78,149.00	81,118.00	84,428.00	86,111.00		
Bi-weekly	2,391.77	2,479.81	2,584.54	2,676.92	2,781.69	2,889.35	3,005.73	3,119.92	3,247.23	3,311.96		
Hourly	31.89	33.06	34.46	35.69	37.09	38.52	40.08	41.60	43.30	44.16		

Salary Schedule

Year 2018-2019 (0.00%)

Administration Component

	Starting	Level	Level	Level	Level	Level	Long Service
	1	2	3	4	5	6	
Admin Officer 1 - AO1							
Annual	46,942.00	48,285.00	49,723.00	51,292.00	53,165.00	55,132.00	56,267.00
Bi-weekly	1,805.46	1,857.12	1,912.42	1,972.77	2,044.81	2,120.46	2,164.12
Hourly	24.07	24.76	25.50	26.30	27.26	28.27	28.85

	Starting	Level	Level	Level	Level	Level	Long Service
	1	2	3	4	5	6	
Admin Officer 2- AO2							
Annual	52,219.00	54,186.00	56,021.00	58,139.00	60,314.00	62,583.00	63,832.00
Bi-weekly	2,008.42	2,084.08	2,154.65	2,236.12	2,319.77	2,407.04	2,455.08
Hourly	26.78	27.79	28.73	29.81	30.93	32.09	2.73

Clerical Component

	Starting	Level	Level	Level	Level	Level	Long Service
	1	2	3	4	5	6	
Accounting Clerk 1- AK1							
Annual	40,852.00	2,006.00	43,122.00	44,219.00	45,467.00	46,734.00	47,642.00
Bi-weekly	1,571.23	1,615.62	1,658.54	1,700.73	1,748.73	1,797.46	1,832.38
Hourly	20.95	21.54	22.11	22.68	23.32	23.97	24.43

	Starting	Level	Level	Level	Level	Level	Long Service
	1	2	3	4	5	6	
Accounting Clerk 2- AK2							
Annual	46,810.00	8,228.00	49,439.00	50,801.00	52,238.00	53,789.00	54,867.00
Bi-weekly	1,800.38	1,854.92	1,901.50	1,953.88	2,009.15	2,068.81	2,110.27
Hourly	24.01	24.73	25.35	26.05	26.79	27.58	28.14

Admin Secretary 1 AY-1	Starting	Level	Level	Level	Level	Long Service
	1	2	3	4	5	
Annual	30,601.00	31,263.00	32,190.00	33,041.00	33,911.00	34,630.00
Bi-weekly	1,176.96	1,202.42	1,238.08	1,270.81	1,304.27	1,331.92
Hourly	15.69	16.03	16.51	16.94	17.39	17.76

Admin Secretary 2 - AY2	Starting	Level	Level	Level	Level	Level	Long Service
	1	2	3	4	5	6	
Annual	34,649.00	35,386.00	36,257.00	37,183.00	38,318.00	39,264.00	40,058.00
Bi-weekly	1,332.65	1,361.00	1,394.50	1,430.12	1,473.77	1,510.15	1,540.69
Hourly	17.77	18.15	18.59	19.07	19.65	20.14	20.54

Clerk 2 -CL2	Starting	Level	Level	Level	Level	Level	Long Service
	1	2	3	4	5	6	
Annual	32,606.00	33,420.00	34,270.00	35,254.00	36,143.00	37,183.00	37,902.00
Bi-weekly	1,254.08	1,285.38	1,318.08	1,355.92	1,390.12	1,430.12	1,457.77
Hourly	16.72	17.14	17.57	18.08	18.53	19.07	19.44

Clerk 3- CL3	Starting	Level	Level	Level	Level	Level	Long Service
	1	2	3	4	5	6	
Annual	39,604.00	40,644.00	41,741.00	42,933.00	44,067.00	45,429.00	46,356.00
Bi-weekly	1,523.23	1,563.23	1,605.42	1,651.27	1,694.88	1,747.27	1,782.92
Hourly	20.31	20.84	21.41	22.02	22.60	23.30	23.77

Social Science Component

Social Services Worker 1 - SP1	Starting	Level	Level	Level	Level	Level	Long Service
	1	2	3	4	5	6	
Annual	42,554.00	43,784.00	45,164.00	46,602.00	48,115.00	49,647.00	50,668.00
Bi-weekly	1,636.69	1,684.00	1,737.08	1,792.38	1,850.58	1,909.50	1,948.77
Hourly	21.82	22.45	23.16	23.90	24.67	25.46	25.98

Social Services Worker 2- SP2	Starting	Level	Level	Level	Level	Level	Long Service				
	1	2	3	4	5	6					
Annual	44,767.00	46,337.00	47,888.00	49,590.00	51,330.00	53,203.00	54,300.00				
Bi-weekly	1,721.81	1,782.19	1,841.85	1,907.31	1,974.23	2,046.27	2,088.46				
Hourly	22.96	23.76	24.56	25.43	26.32	27.28	27.85				
Social Services Worker 3- SP3	Starting	Level	Level	Level	Level	Level	Level	Level	Long Service		
	1	2	3	4	5	6	7	8			
Annual	48,834.00	50,611.00	52,333.00	54,281.00	56,323.00	58,423.00	60,503.00	62,886.00	64,153.00		
Bi-weekly	1,878.23	1,946.58	2,012.81	2,087.73	2,166.27	2,247.04	2,327.04	2,418.69	2,467.42		
Hourly	25.04	25.95	26.84	27.84	28.88	29.96	31.03	32.25	32.90		
Social Services Worker 4- SP4	Starting	Level	Level	Level	Level	Level	Level	Level	Level	Level	Long Service
	1	2	3	4	5	6	7	8	9	10	
Annual	53,864.00	55,813.00	57,742.00	59,841.00	62,035.00	64,267.00	66,650.00	69,335.00	72,002.00	74,688.00	76,201.00
Bi-weekly	2,071.69	2,146.65	2,220.85	2,301.58	2,385.96	2,471.81	2,563.46	2,666.73	2,769.31	2,872.62	2,930.81
Hourly	27.62	28.62	29.61	30.69	31.81	32.96	34.18	35.56	36.92	38.30	39.08
Social Services Worker 5- SP5	Starting	Level	Level	Level	Level	Level	Level	Level	Level	Long Service	
	1	2	3	4	5	6	7	8	9		
Annual	62,186.00	64,475.00	67,198.00	69,600.00	72,324.00	75,123.00	78,149.00	81,118.00	84,428.00	86,111.00	
Bi-weekly	2,391.77	2,479.81	2,584.54	2,676.92	2,781.69	2,889.35	3,005.73	3,119.92	3,247.23	3,311.96	
Hourly	31.89	33.06	34.46	35.69	37.09	38.52	40.08	41.60	43.30	44.16	

Salary Schedule

Year 2019-2020 (0.75%)

Administration Component

	Starting	Level	Level	Level	Level	Level	Long Service
	1	2	3	4	5	6	
Admin Officer 1 - AO1							
Annual	47,294.07	48,647.14	50,095.92	51,676.69	53,563.74	55,545.49	56,689.00
Bi-weekly	1,819.00	1,871.04	1,926.77	1,987.57	2,060.14	2,136.37	2,180.35
Hourly	24.25	24.95	25.69	26.50	27.47	28.48	29.07
Admin Officer 2- AO2							
Annual	52,610.64	54,592.40	56,441.16	58,575.04	60,766.36	63,052.37	64,310.74
Bi-weekly	2,023.49	2,099.71	2,170.81	2,252.89	2,337.17	2,425.09	2,473.49
Hourly	26.98	28.00	28.94	30.04	31.16	32.33	32.98

Clerical Component

	Starting	Level	Level	Level	Level	Level	Long Service
	1	2	3	4	5	6	
Accounting Clerk 1- AK1							
Annual	41,158.39	42,321.05	43,445.42	44,550.64	45,808.00	47,084.51	47,999.32
Bi-weekly	1,583.02	1,627.73	1,670.98	1,713.49	1,761.85	1,810.94	1,846.13
Hourly	21.11	21.70	22.28	22.85	23.49	24.15	24.62
Accounting Clerk 2- AK2							
Annual	47,161.08	48,589.71	49,809.79	51,182.01	52,629.79	54,192.42	55,278.50
Bi-weekly	1,813.89	1,868.84	1,915.76	1,968.54	2,024.22	2,084.32	2,126.10
Hourly	24.19	24.92	25.54	26.25	26.99	27.79	28.35

Admin Secretary 1- AY1	Starting	Level	Level	Level	Level	Long Service
	1	2	3	4	5	
Annual	30,830.51	31,497.47	32,431.43	33,288.81	34,165.33	34,889.73
Bi-weekly	1,185.79	1,211.44	1,247.36	1,280.34	1,314.05	1,341.91
Hourly	15.81	16.15	16.63	17.07	17.52	17.89

Admin Secretary 2 AY2	Starting	Level	Level	Level	Level	Level	Long Service
	1	2	3	4	5	6	
Annual	34,908.87	35,651.40	36,528.93	37,461.87	38,605.39	39,558.48	40,358.44
Bi-weekly	1,342.65	1,371.21	1,404.96	1,440.84	1,484.82	1,521.48	1,552.25
Hourly	17.90	18.28	18.73	19.21	19.80	20.29	20.70

Clerk 2 - CL2	Starting	Level	Level	Level	Level	Level	Long Service
	1	2	3	4	5	6	
Annual	32,850.55	33,670.65	34,527.03	35,518.41	36,414.07	37,461.87	38,186.27
Bi-weekly	1,263.48	1,295.03	1,327.96	1,366.09	1,400.54	1,440.84	1,468.70
Hourly	16.85	17.27	17.71	18.21	18.67	19.21	19.58

Clerk 3- CL3	Starting	Level	Level	Level	Level	Level	Long Service
	1	2	3	4	5	6	
Annual	39,901.03	40,948.83	42,054.06	43,255.00	44,397.50	45,769.72	46,703.67
Bi-weekly	1,534.66	1,574.96	1,617.46	1,663.65	1,707.60	1,760.37	1,796.30
Hourly	20.46	21.00	21.57	22.18	22.77	23.47	23.95

Social Science Component

Social Services Worker 1 - SP1	Starting	Level	Level	Level	Level	Level	Long Service
	1	2	3	4	5	6	
Annual	42,873.16	44,112.38	45,502.73	46,951.52	48,475.86	50,019.35	51,048.01
Bi-weekly	1,648.97	1,696.63	1,750.11	1,805.83	1,864.46	1,923.82	1,963.39
Hourly	21.99	22.62	23.33	24.08	24.86	25.65	26.18

Social Services Worker 2- SP2	Starting	Level	Level	Level	Level	Level	Long Service					
	1	2	3	4	5	6						
Annual	45,102.75	46,684.53	48,247.16	49,961.93	51,714.98	53,602.02	54,707.25					
Bi-weekly	1,734.72	1,795.56	1,855.66	1,921.61	1,989.04	2,061.62	2,104.13					
Hourly	23.13	23.94	24.74	25.62	26.52	27.49	28.06					
Social Services Worker 3- SP3	Starting	Level	Level	Level	Level	Level	Level	Level	Long Service			
	1	2	3	4	5	6	7	8				
Annual	49,200.26	50,990.58	52,725.50	54,688.11	56,745.42	58,861.17	60,956.77	63,357.65	64,634.15			
Bi-weekly	1,892.32	1,961.18	2,027.90	2,103.39	2,182.52	2,263.89	2,344.49	2,436.83	2,485.93			
Hourly	25.23	26.15	27.04	28.05	29.10	30.19	31.26	32.49	33.15			
Social Services Worker 4- SP4	Starting	Level	Level	Level	Level	Level	Level	Level	Level	Level	Level	Long Service
	1	2	3	4	5	6	7	8	9	10		
Annual	54,267.98	56,231.60	58,175.07	60,289.81	62,500.26	64,749.00	67,149.88	69,855.01	72,542.02	75,248.16	76,772.51	
Bi-weekly	2,087.23	2,162.75	2,237.50	2,318.84	2,403.86	2,490.35	2,582.69	2,686.73	2,790.08	2,894.16	2,952.79	
Hourly	27.83	28.84	29.83	30.92	32.05	33.20	34.44	35.82	37.20	38.59	39.37	
Social Services Worker 5- SP5	Starting	Level	Level	Level	Level	Level	Level	Level	Level	Long Service		
	1	2	3	4	5	6	7	8	9			
Annual	62,652.40	64,958.56	67,701.99	70,122.00	72,866.43	75,686.42	78,735.12	81,726.39	85,061.21	86,756.83		
Bi-weekly	2,409.71	2,498.41	2,603.92	2,697.00	2,802.56	2,911.02	3,028.27	3,143.32	3,271.59	3,336.80		
Hourly	32.13	33.31	34.72	35.96	37.37	38.81	40.38	41.91	43.62	44.49		

Salary Schedule

Year 2020-2021 (1.00%)

Administration Component

Admin Officer 1 - AO1	Starting	Level	Level	Level	Level	Level	Long Service
	1	2	3	4	5	6	
Annual	47,767.01	49,133.61	50,596.88	52,193.46	54,099.37	56,100.94	57,255.89
Bi-weekly	1,837.19	1,889.75	1,946.03	2,007.44	2,080.75	2,157.73	2,202.15
Hourly	24.50	25.20	25.95	26.77	27.74	28.77	29.36

Admin Officer 2- AO2	Starting	Level	Level	Level	Level	Level	Long Service
	1	2	3	4	5	6	
Annual	53,136.75	55,138.32	57,005.57	59,160.79	61,374.02	63,682.90	64,953.85
Bi-weekly	2,043.72	2,120.70	2,192.52	2,275.42	2,360.54	2,449.34	2,498.22
Hourly	27.25	28.28	29.23	30.34	31.47	32.66	33.31

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Clerical Component

Accounting Clerk 1- AK1	Starting	Level	Level	Level	Level	Level	Long Service
	1	2	3	4	5	6	
Annual	41,569.97	42,744.26	43,879.87	44,996.15	46,266.08	47,555.35	48,479.31
Bi-weekly	1,598.85	1,644.01	1,687.69	1,730.62	1,779.46	1,829.05	1,864.59
Hourly	21.32	21.92	22.50	23.07	23.73	24.39	24.86

Accounting Clerk 2- AK2	Starting	Level	Level	Level	Level	Level	Long Service
	1	2	3	4	5	6	
Annual	47,632.69	49,075.61	50,307.89	51,693.83	53,156.08	54,734.34	55,831.29
Bi-weekly	1,832.03	1,887.52	1,934.92	1,988.22	2,044.46	2,105.17	2,147.36
Hourly	24.43	25.17	25.80	26.51	27.26	28.07	28.63

Admin Secretary 1- AY1	Starting	Level	Level	Level	Level	Long Service	
	1	2	3	4	5		
Annual	31,138.81	31,812.45	32,755.74	33,621.70	34,506.99	35,238.62	
Bi-weekly	1,197.65	1,223.56	1,259.84	1,293.14	1,327.19	1,355.33	
Hourly	15.97	16.31	16.80	17.24	17.70	18.07	
Admin Secretary 2 AY2	Starting	Level	Level	Level	Level	Level	Long Service
	1	2	3	4	5	6	
Annual	35,257.96	36,007.91	36,894.22	37,836.49	38,991.44	39,954.06	40,762.02
Bi-weekly	1,356.08	1,384.92	1,419.01	1,455.25	1,499.67	1,536.69	1,567.77
Hourly	18.08	18.47	18.92	19.40	20.00	20.49	20.90
Admin Secretary 3 AY3	Starting	Level	Level	Level	Level	Level	Long Service
	1	2	3	4	5	6	
Annual	40,222.24	41,299.91	42,436.16	43,609.78	44,784.41	45,977.22	46,920.38
Bi-weekly	1,547.01	1,588.46	1,632.16	1,677.30	1,722.48	1,768.35	1,804.63
Hourly	20.63	21.18	21.76	22.36	22.97	23.58	24.06
Clerk 2 - CL2	Starting	Level	Level	Level	Level	Level	Long Service
	1	2	3	4	5	6	
Annual	33,179.05	34,007.36	34,872.30	35,873.59	36,778.21	37,836.49	38,568.13
Bi-weekly	1,276.12	1,307.98	1,341.24	1,379.75	1,414.55	1,455.25	1,483.39
Hourly	17.01	17.44	17.88	18.40	18.86	19.40	19.78
Clerk 3- CL3	Starting	Level	Level	Level	Level	Level	Long Service
	1	2	3	4	5	6	
Annual	40,300.04	41,358.32	42,474.60	43,687.55	44,841.48	46,227.41	47,170.71
Bi-weekly	1,550.00	1,590.70	1,633.64	1,680.29	1,724.67	1,777.98	1,814.26
Hourly	20.67	21.21	21.78	22.40	23.00	23.71	24.19

Social Science Component

Social Services Worker 1 - SP1	Starting	Level	Level	Level	Level	Level	Long Service				
	1	2	3	4	5	6					
Annual	43,301.89	44,553.50	45,957.76	47,421.03	48,960.62	50,519.55	51,558.49				
Bi-weekly	1,665.46	1,713.60	1,767.61	1,823.89	1,883.10	1,943.06	1,983.02				
Hourly	22.21	22.85	23.57	24.32	25.11	25.91	26.44				
Social Services Worker 2- SP2	Starting	Level	Level	Level	Level	Level	Long Service				
	1	2	3	4	5	6					
Annual	45,553.78	47,151.37	48,729.63	50,461.54	52,232.12	54,138.04	55,254.32				
Bi-weekly	1,752.07	1,813.51	1,874.22	1,940.83	2,008.93	2,082.23	2,125.17				
Hourly	23.36	24.18	24.99	25.88	26.79	27.76	28.34				
Social Services Worker 3- SP3	Starting	Level	Level	Level	Level	Level	Level	Level	Long Service		
	1	2	3	4	5	6	7	8			
Annual	49,692.26	51,500.49	53,252.75	55,234.99	57,312.88	59,449.78	61,566.34	63,991.22	65,280.49		
Bi-weekly	1,911.24	1,980.79	2,048.18	2,124.42	2,204.34	2,286.53	2,367.94	2,461.20	2,510.79		
Hourly	25.48	26.41	27.31	28.33	29.39	30.49	31.57	32.82	33.48		
Social Services Worker 4- SP4	Starting	Level	Level	Level	Level	Level	Level	Level	Level	Level	Long Service
	1	2	3	4	5	6	7	8	9	10	
Annual	54,810.66	56,793.91	58,756.82	60,892.71	63,125.27	65,396.49	67,821.37	70,553.56	73,267.44	76,000.64	77,540.23
Bi-weekly	2,108.10	2,184.38	2,259.88	2,342.03	2,427.89	2,515.25	2,608.51	2,713.60	2,817.98	2,923.10	2,982.32
Hourly	28.11	29.13	30.13	31.23	32.37	33.54	34.78	36.18	37.57	38.97	39.76
Social Services Worker 5- SP5	Starting	Level	Level	Level	Level	Level	Level	Level	Level	Long Service	
	1	2	3	4	5	6	7	8	9		
Annual	63,278.92	65,608.15	68,379.00	70,823.22	73,595.09	76,443.29	79,522.47	82,543.65	85,911.82	87,624.40	
Bi-weekly	2,433.80	2,523.39	2,629.96	2,723.97	2,830.58	2,940.13	3,058.56	3,174.76	3,304.30	3,370.17	
Hourly	32.45	33.65	35.07	36.32	37.74	39.20	40.78	42.33	44.06	44.94	

Salary Schedule

Year 2021-2022 (2.00%)

Administration Component

Admin Officer 1 - AO1	Starting	Level	Level	Level	Level	Level	Long Service
	1	2	3	4	5	6	
Annual	48,722.35	50,116.28	51,608.82	53,237.33	55,181.36	57,222.96	58,401.01
Bi-weekly	1,873.94	1,927.55	1,984.95	2,047.59	2,122.36	2,200.88	2,246.19
Hourly	24.99	25.70	26.47	27.30	28.30	29.35	29.95

Admin Officer 2- AO2	Starting	Level	Level	Level	Level	Level	Long Service
	1	2	3	4	5	6	
Annual	54,199.48	56,241.09	58,145.68	60,344.01	62,601.50	64,956.55	66,252.92
Bi-weekly	2,084.60	2,163.12	2,236.37	2,320.92	2,407.75	2,498.33	2,548.19
Hourly	27.79	28.84	29.82	30.95	32.10	33.31	33.98

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Clerical Component

Accounting Clerk 1- AK1	Starting	Level	Level	Level	Level	Level	Long Service
	1	2	3	4	5	6	
Annual	42,401.37	43,599.14	44,757.47	45,896.07	47,191.40	48,506.46	49,448.89
Bi-weekly	1,630.82	1,676.89	1,721.44	1,765.23	1,815.05	1,865.63	1,901.88
Hourly	21.74	22.36	22.95	23.54	24.20	24.88	25.36

Accounting Clerk 2- AK2	Starting	Level	Level	Level	Level	Level	Long Service
	1	2	3	4	5	6	
Annual	48,585.34	50,057.12	51,314.05	52,727.70	54,219.20	55,829.03	56,947.91
Bi-weekly	1,868.67	1,925.27	1,973.62	2,027.99	2,085.35	2,147.27	2,190.30
Hourly	24.92	25.67	26.31	27.04	27.80	28.63	29.20

Admin Secretary 1- AY1	Starting	Level	Level	Level	Level	Long Service	
	1	2	3	4	5		
Annual	31,761.59	32,448.70	33,410.85	34,294.13	35,197.13	35,943.39	
Bi-weekly	1,221.60	1,248.03	1,285.03	1,319.00	1,353.74	1,382.44	
Hourly	16.29	16.64	17.13	17.59	18.05	18.43	
Admin Secretary 2 AY2	Starting	Level	Level	Level	Level	Level	Long Service
	1	2	3	4	5	6	
Annual	35,963.12	36,728.07	37,632.10	38,593.22	39,771.27	40,753.15	41,577.26
Bi-weekly	1,383.20	1,412.62	1,447.39	1,484.35	1,529.66	1,567.43	1,599.13
Hourly	18.44	18.83	19.30	19.79	20.40	20.90	21.32
Admin Secretary 3 AY3	Starting	Level	Level	Level	Level	Level	Long Service
	1	2	3	4	5	6	
Annual	41,026.68	42,125.91	43,284.88	44,481.98	45,680.10	46,896.76	47,858.79
Bi-weekly	1,577.95	1,620.23	1,664.80	1,710.85	1,756.93	1,803.72	1,840.72
Hourly	21.04	21.60	22.20	22.81	23.43	24.05	24.54
Clerk 2 - CL2	Starting	Level	Level	Level	Level	Level	Long Service
	1	2	3	4	5	6	
Annual	33,842.63	34,687.50	35,569.74	36,591.06	37,513.78	38,593.22	39,339.49
Bi-weekly	1,301.64	1,334.13	1,368.07	1,407.35	1,442.84	1,484.35	1,513.06
Hourly	17.36	17.79	18.24	18.76	19.24	19.79	20.17
Clerk 3- CL3	Starting	Level	Level	Level	Level	Level	Long Service
	1	2	3	4	5	6	
Annual	41,106.04	42,185.48	43,324.09	44,561.30	45,738.31	47,151.96	48,114.12
Bi-weekly	1,581.00	1,622.52	1,666.31	1,713.90	1,759.17	1,813.54	1,850.54
Hourly	21.08	21.63	22.22	22.85	23.46	24.18	24.67

Social Science Component												
Social Services Worker 1 - SP1	Starting	Level	Level	Level	Level	Level	Long Service					
	1	2	3	4	5	6						
	Annual	44,167.92	45,444.57	46,876.91	48,369.45	49,939.83	51,529.94	52,589.66				
	Bi-weekly	1,698.77	1,747.87	1,802.96	1,860.36	1,920.76	1,981.92	2,022.68				
Hourly	22.65	23.30	24.04	24.80	25.61	26.43	26.97					
Social Services Worker 2- SP2	Starting	Level	Level	Level	Level	Level	Long Service					
	1	2	3	4	5	6						
	Annual	46,464.86	48,094.40	49,704.22	51,470.78	53,276.77	55,220.80	56,359.41				
	Bi-weekly	1,787.11	1,849.78	1,911.70	1,979.65	2,049.11	2,123.88	2,167.67				
Hourly	23.83	24.66	25.49	26.40	27.32	28.32	28.90					
Social Services Worker 3- SP3	Starting	Level	Level	Level	Level	Level	Level	Level	Long Service			
	1	2	3	4	5	6	7	8				
	Annual	50,686.10	52,530.50	54,317.81	56,339.69	58,459.13	60,638.78	62,797.67	65,271.05	66,586.10		
	Bi-weekly	1,949.47	2,020.40	2,089.15	2,166.91	2,248.43	2,332.26	2,415.29	2,510.42	2,561.00		
Hourly	25.99	26.94	27.86	28.89	29.98	31.10	32.20	33.47	34.15			
Social Services Worker 4- SP4	Starting	Level	Level	Level	Level	Level	Level	Level	Level	Level	Level	Long Service
	1	2	3	4	5	6	7	8	9	10		
	Annual	55,906.87	57,929.79	59,931.95	62,110.56	64,387.77	66,704.42	69,177.80	71,964.63	74,732.78	77,520.65	79,091.04
	Bi-weekly	2,150.26	2,228.07	2,305.08	2,388.87	2,476.45	2,565.55	2,660.68	2,767.87	2,874.34	2,981.56	3,041.96
Hourly	28.67	29.71	30.73	31.85	33.02	34.21	35.48	36.90	38.32	39.75	40.56	
Social Services Worker 5- SP5	Starting	Level	Level	Level	Level	Level	Level	Level	Level	Level	Long Service	
	1	2	3	4	5	6	7	8	9			
	Annual	64,544.50	66,920.31	69,746.58	72,239.68	75,067.00	77,972.15	81,112.92	84,194.52	87,630.06	89,376.89	
	Bi-weekly	2,482.48	2,573.86	2,682.56	2,778.45	2,887.19	2,998.93	3,119.73	3,238.25	3,370.39	3,437.57	
Hourly	33.10	34.32	35.77	37.05	38.50	39.99	41.60	43.18	44.94	45.83		