

# **Collective Agreement**

between

**Dakota Ojibway Child & Family Services Inc. (DOCFS)**

(hereinafter referred to as the “Employer”)

and

**Manitoba Government and General Employees’ Union**

(hereinafter referred to as the “Union”)

**Locals 435, 436 and 437**

**March 27, 2021 to March 23, 2023**



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## **Preamble**

Dakota Ojibway Child & Family Services Inc. (DOCFS) recognizes the importance of their employees in the achievements of the organization's goals. DOCFS' goal is to operate in a respectful, culturally diverse environment and relies on the strengths of the staff to provide extended service for the delivery of a wide variety of programs and services.

To maintain harmonious relationships between the Employer and members of the Union; and to recognize the value of joint discussion and negotiation in matters related to compensation, pay ranges and working conditions; the Employer and the Union mutually agree as follows:

### **Article 1 Interpretation**

**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 DOCFS where regular pay is maintained.
- (b) Accumulated service does not include overtime hours or any leaves of absence without pay or with partial pay including, but not limited to, suspensions without pay, worker's compensation and other leave situations.
- (c) Accumulated service must be continuous service.
- (d) One (1) year of accumulated service for employees in seven (7) hours per day classifications equals 1,820 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 this Agreement which may be referred to as the DOCFS 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 layoff, 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 and whose work is irregular, or non-recurring or does not follow an ongoing predetermined schedule of work on a regular and recurring basis. Notwithstanding the foregoing, casual employees may be employed for a short duration to replace employees who are absent for any reason.
- 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 contiguous days, weeks, months and/or years of employment with DOCFS where there has been no break in service involving termination of the employee.
- 1:08** “Dismissal” means the removal for disciplinary reasons from a position of employment for just cause.
- 1:09** “Employee” means a person employed in a position in the bargaining unit.
- 1:10** “Employer” means the Board of Directors of Dakota Ojibway Child & Family Services and herein referred to as DOCFS or as the Employer.

- 1:11** “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 the respective salary schedules.
- 1:12** “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.
- 1:13** “Layoff” means to temporarily remove from a position of employment subject to the employee retaining such rights as set out under this Agreement.
- 1:14** “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.
- 1:15** “Position” means a position of employment with DOCFS.
- 1:16** “Promotion” means a change of employment from one (1) position to another having a higher maximum salary.
- 1:17** “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.

## **Article 2 Duration**

- 2:01** This Agreement shall become effective from and including **March 27, 2021** and shall continue in effect up to and including **March 23, 2023** 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 hereof. During the period required to negotiate a

renewal, or revision 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 Article 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 twenty (20) 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 biweekly pay period following the date of ratification 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, or amendments to Appendix A of the Agreement in respect of exclusions from the terms of this Agreement shall be determined through negotiation between the parties hereto.

### **Article 4     Application**

- 4:01** The terms of this Agreement shall not apply to:
- (a) Incumbents of the positions set forth in Appendix "A" attached hereto; and
  - (b) The employee groups not defined in MLB Certificate 7203.
- 4:02** DOCFS recognized the Union as the sole and exclusive bargaining agent for those employees within the bargaining unit as set out in Article 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 No Discrimination**

**5:01** The parties hereto agree that there shall be no discrimination, harassment, coercion or interference exercised or practiced with respect to any employee by reason of age, sex and/or gender, marital status, sexual orientation, race, creed, colour, size, ethnic or national origin, political or religious affiliation, or membership in the Union or activities in the Union.

Further, as set out in the Code, the Parties agree that there shall be no discrimination with respect to any aspect of an employment or occupation, unless the discrimination is based upon bona fide and reasonable requirements or qualifications for the employment or occupation.

**5:02** 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 DOCFS has not specifically abridged, delegated or modified by this Agreement are recognized by the Union as being retained by DOCFS.

**6:02** In administering this Agreement, DOCFS 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, DOCFS 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 DOCFS one hundred percent (100%) of the wages paid to such employees during the approved absence.

- 7:02** For time spent with DOCFS representatives during negotiations of the DOCFS Collective Agreement, the Union will be allowed to have no more than three (3) employees present at each bargaining session on a time-off with pay basis.
- 7:03** Prior to the commencement of negotiations, the Union shall supply DOCFS with a list of employee representatives for the DOCFS Collective Agreement. 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 Article 7:02 may be changed provided any additional employees are on leave without pay or on wage recovery as per Article 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** DOCFS agrees to provide a suitable bulletin board within each work location for the posting of notices by the Union. The Union agrees not to post any information detrimental to the Employer. The Executive Director or designate shall have the right to remove any posted material if considered detrimental to the Employer and shall provide notice of its removal to the Union.

**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** DOCFS 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 DOCFS with a list of stewards and any subsequent changes.

**8:05** Stewards and employees shall not conduct Union business during their working time except as provided in Article 7:07.

**8:06** 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.

**8:07** For complaints of an urgent nature, a steward shall first obtain the permission of the steward’s immediate supervisor 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.

**8:08** 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) for the time required to deal with the complaint or grievance. On resuming their duties, the steward and employee shall notify their supervisor(s).

- 8:09** DOCFS recognizes the Union has instituted a steward program and that the Union will be discussing time off arrangements under Article 7:01 with DOCFS, which will allow for stewards to perform their duties.

### **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 biweekly 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 biweekly pay period, following the date the employee is covered under the terms of this Agreement.
- 9:02** DOCFS shall forward to the Union the amount of the dues deducted under Article 9:01 on a biweekly basis per each applicable biweekly pay period system.
- 9:03** DOCFS shall provide the Union on a biweekly basis per each applicable biweekly pay period system, the names of the employee from whose wages dues have been deducted showing opposite each employee's name, the amount of dues deducted for that employee.
- 9:04** The Union agrees to indemnify and save DOCFS 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 DOCFS.
- 9:05** Notwithstanding any other provision in this Agreement DOCFS 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 Consultation Committee**

**10:01** DOCFS 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 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 Labour Management Committee. The employees will not suffer any loss of pay for attendance at Labour Management Committee meetings.
- (e) DOCFS shall appoint up to three (3) management members to the Labour Management Committee.
- (f) The terms of reference are to be updated to reflect the option to identify alternate members 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** Vacant or new positions in the bargaining unit shall be filled, whenever possible, by promotion within DOCFS and should be posted internally prior to being posted externally. Subsequently the name(s) of the successful candidate(s) shall also be forward to the local Union office.
- 11:02** Notwithstanding Article 11:01, first consideration for filling vacancies or new positions shall be given to persons on the re-employment list.
- 11:03** Where a vacant or new position is to be filled through competition, a bulletin shall be posted for a minimum of ten (10) days.
- 11:04** The bulletin shall state the closing date for applications, the location of the position, 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.
- 11:05** The selection of employees for vacant or new positions 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.
- 11:06** The parties recognize the value to clients and the Employer in having Aboriginal employees provide care and services to Aboriginal 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 Article 11 and other relevant provisions of the Human Rights Code, the Employer may from among those applicants select a candidate who is Aboriginal.
- 11:07** An employee who is notified that he or she is an unsuccessful applicant for a vacant position shall be supplied with the reasons for non-acceptance within ten (10) days of making a written request to Human Resources. Such a request shall be made within ten (10) days of receipt of the notification that the employee was an unsuccessful applicant. An employee who has been

given the reasons for non-acceptance verbally may then request that the reasons be provided in writing and the reasons shall be provided in writing by the Employer.

- 11:08** A regular employee may apply for and be appointed to a term position as a regular employee provided that DOCFS has developed an employment plan which will return the employee to the employee's regular position or an acceptable alternate position.
- 11:09** Job share opportunities will be posted internally first.
- 11:10** **Successful candidates will be provided a job description and letter of offer which states the classification, starting wage, step on the wage scale and employment status.**

## **Article 12 Probation**

- 12:01** Subject to Article 12:08, every person appointed to a position shall be on probation for a period of six (6) months. Upon promotion, every person appointed to a position shall be on probation for a period of three (3) months and shall maintain all entitlements of a permanent employee.
- 12:02** An employee's probation period may be extended by DOCFS. Such extension may be for a maximum period of six (6) months.
- 12:03** An employee shall be notified in writing of any extension of the probation period under Article 12:02 prior to the expiry of the probation period. A meeting may be held with the employee to discuss the extension. The employee has the option to have a Union representative present.
- 12:04** An employee's probation period of six (6) months plus any extension shall be considered the initial probation period. This initial probation period shall not exceed twelve (12) months.
- 12:05** An employee who is rejected during the initial probation period may grieve the rejection at Step 2 of the grievance procedure within fifteen (15) working days from the date the employee received notice of the rejection. The

Employer shall hold a hearing to discuss the grievance with the employee and the employee's representative. The decision at Step 2 shall be final for such grievances.

- 12:06** Where an employee has been rejected during probation following a promotion, then:
- (a) DOCFS will place the employee on an employment availability list at the employee's previous classification for a period of one (1) year from the date of rejection.
  - (b) During this period DOCFS will endeavour to relocate the employee to the employee's former position or to a position comparable to the former position.
  - (c) The employee may only grieve the rejection if the employee has not been relocated to the former position or offered a comparable position prior to the effective date of rejection. The grievance shall be initiated at Step 2 of the grievance procedure within twenty-five (25) working days from the effective date of rejection.
- 12:07** An employee shall not be required to serve a further probation period when:
- (a) The employee is promoted without competition as a result of reclassification of the employee's position.
  - (b) The employee initiates a transfer to a position in the same classification involving similar duties and responsibilities; or
  - (c) The employer initiates the transfer or demotion of an employee from one (1) position to another for any reason.
- 12:08** Subject to Article 12:07, the rejection of an employee on probation is neither appealable nor arbitrable.
- 12:09** An employee who is being rejected during the employee's probationary period shall be provided with two (2) weeks' notice or payment in lieu thereof.

**12:10** An employee who is temporarily appointed to another position on an acting status basis is not considered to be on probation. 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 probation 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 specific job or until the occurrence of a specified event.

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

- (a) DOCFS shall not be required to give any notice or payment in lieu thereof; and
- (b) The employee shall not be required to give any notice of resignation.

**13:03** Where a term employee is laid off, then the following shall apply:

- (a) If the layoff is at the end of a specific term of employment, no notice of layoff is required.
- (b) If the layoff is prior to the end of a specific term of employment, an employee will receive written notice prior to the layoff or granted payment in lieu thereof based on the following:
  - (i) Four (4) weeks' notice to an employee with one (1) or more years of seniority; or
  - (ii) Two (2) weeks' notice to an employee with less than one (1) year of full-time seniority.

**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, DOCFS will convert the employee to regular employment status.

- 13:05** An employee appointed to a term position shall be informed in writing as to the duration of the term. Where the term relates to the reasons set out in Article 13:07, the employee shall be so informed. Failure to comply with the foregoing shall not in itself negate the employee's status as a term employee.
- 13:06** Where the employee is not to be converted in accordance with Article 13:04, the employee shall be notified in writing of the reasons prior to the completion of twenty-four (24) continuous months of service. Inadvertent failure to provide such notice shall not result in a right to conversion if the other conditions in Article 13:04 are not met. A meeting may be held with the employee to discuss the matter. The employee has the option to have a Union representative present.
- 13:07** Article 13:06 does not apply where a term employee is replacing an employee who is absent for any reason.
- 13:08** DOCFS representatives will meet with the Union between February 1 and March 15 in each year to review the status of all term employees with more than twenty-four (24) continuous months of service.

#### **Article 14 Hours of Work**

- 14:01** Employees shall work seven (7) consecutive hours per work day exclusive of meal periods and thirty-five (35) hours per week. Normal office hours shall be 8:30 am to 4:30 pm from Monday to Friday, inclusive.
- 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 consent of the parties.
- 14:03** Employees will be entitled to two (2) rest periods of fifteen (15) minutes each per day, at such time as may be specified by their Program Director or designate.
- 14:04** **Banking of Regular Time**

When an employee initiates a request to exchange work for time off, or time off for work, such exchanges are considered to be banking of regular time (not overtime) and are subject to the approval of a supervisory official.

Approval of these regular time exchanges shall be confirmed on the appropriate form provided by the Employer. The maximum amount of time banked at any one (1) time shall not exceed twenty-one (21) hours (three [3] days) and shall be utilized within ninety (90) days of the time worked.

Employees shall not be requested to initiate such exchanges or to bank regular time in substitution for overtime as defined in the Collective Agreement.

### **Article 15 Pay**

- 15:01** An employee, other than an employee paid on an hourly or daily basis who does not work every working day in a biweekly pay period and by reason thereof, is not entitled to be paid an amount equal to a biweekly salary is entitled to be paid an amount equal to the daily rate of pay for the employee's position at the employee's step multiplied by a number comprising the number of days actually worked in that period plus any leaves with pay in that period for which the employee is eligible. The daily rate of pay shall be calculated by multiplying the hourly rate of pay by the number of hours in a normal working day as indicated in the applicable classification and rounding the result to the nearest cent. The biweekly salary shall be calculated by multiplying the hourly rate of pay by the normal number of hours in a biweekly pay period as indicated in the applicable classification and rounding to the nearest cent.
- 15:02** Where an employee is promoted to another position, the employee shall be paid at a rate of pay set out for that position in the salary schedule that is, if possible, one (1) full increment more than the rate of pay the employee was being paid in the employee's former position.
- 15:03** Where, in special cases, the application of the general rules for placing an employee on a step of a pay range works an injustice or does not make

adequate provision, DOCFS shall consult with the Union and may make such provisions as may be necessary to maintain equity and parity among salaries of incumbents of such positions within the pay range of the classification. Such provisions may take the form of salary rate assignment of incumbents to a proper and equitable step of the pay range of the classification of the position or to such a step of the pay range of the incumbent in the event that the pay range of the incumbent is lower than the pay range of the classification of the position.

**15:04 Employees shall receive a biweekly pay cheque from the Employer and pay advice.**

#### **Article 16 Merit Increases**

- 16:01** “Merit Increase” means an increase in the rate of pay an employee within the employee’s pay range which will be granted in recognition of satisfactory service on the employee’s anniversary date.
- 16:02** Subject to Article 16:03, the anniversary date of an employee is the actual start date on which the employee is employed in a position at DOCFS.
- 16:03** The anniversary date for an employee affected by promotion shall become the actual effective date of the promotion of the employee and the employee shall be eligible for the employee’s next merit increase twelve (12) months from the anniversary date established.
- 16:04** Notwithstanding that an employee is appointed to a position at a salary rate higher than the minimum salary applicable to the position, the employee is eligible for a merit increase on the employee’s anniversary date.
- 16:05** The actual date for an employee’s merit increase shall be the first day of the biweekly pay period which includes the employee’s anniversary date. An employee must be in the classification on the employee’s anniversary date in order that the merit increase shall take effect at the beginning of the biweekly period that includes said anniversary date.



- 16:06** An employee will be eligible for a merit increase twelve (12) months from the employee's anniversary date established as per Article 16:02 provided the employee has accumulated 1,008 regular hours of work during the twelve (12) month period. If an employee has not accumulated 1,008 regular hours during that twelve (12) month period and has not received a merit increase, the employee is eligible for a merit increase at the next subsequent anniversary date twelve (12) months hence provided the employee has accumulated 1,008 regular hours in the preceding twenty-four (24) month period. In a similar manner, an employee who has not accumulated 1,008 regular hours over the preceding twenty-four (24) month period is eligible for a merit increase at the next anniversary date following the accumulation of 1,008 regular hours.
- 16:07** Where a merit increase is not granted to an employee on the employee's anniversary date:
- (a) The employee shall be notified of the merit increase denial on or before the applicable anniversary date. The employee shall be provided in writing with the reasons the merit increase was denied.
  - (b) The merit increase may be deferred and then granted to the employee on any subsequent monthly anniversary date which is not less than three (3) months from the employee's anniversary date. The effective date for such a merit increase shall be the first date of the biweekly pay period which includes the subsequent monthly anniversary date referred to.
  - (c) The employee may file a grievance at Step 1 of the grievance procedure if either (a) or (b) occur.

### **Article 17    Retroactive Wages**

- 17:01** Retroactive pay adjustments for the period between the expiration of the previous Agreement and the date of the signing of this Agreement shall apply to:
- (a) Employees who are currently employed with DOCFS.

- (b) Employees who have left due to retirement or death during the period of expiration of the previous Agreement and the ratifying of this Agreement.
- (c) **Employees who have been laid off.**

### **Article 18 Overtime**

- 18:01** All overtime must be approved by the employee's immediate supervisor. Where an employee is required to work overtime because of an emergency, they must advise their immediate supervisor on the following work day.
- 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 time and one-half (1½x) for all overtime worked. This time can be paid out or banked **at the employees request.**
- 18:04** An employee who is required to work on the employee's first day of rest is entitled to compensation at time and one-half (1½x) for all overtime worked.
- 18:05** An employee who is required to work on the employee's second day of rest is entitled to compensation at time and one-half (1½x) for all time worked.
- 18:06** An employee, if called out or scheduled to work overtime **with the Employer's approval** shall receive for the work, compensation for a minimum of three (3) hours at the applicable overtime rate provided that the period of overtime worked by the employee is not contiguous to the employee's scheduled working hours. A meal break shall not be regarded as affecting contiguity.
- 18:07** When an employee is consulted on case specific work 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 biweekly 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.

**18:08** Time off in lieu of payment must be mutually agreed to by the employee and the supervisory official, subject to operational requirements.

**Article 19    Holidays**

**19:01** The following holidays shall be observed at DOCFS:

New Year's Day	Civic Holiday
Louis Riel Day	Aboriginal Tribal Day
Aboriginal Justice Awareness Day	Labour Day
Good Friday	Thanksgiving Day
Easter Monday	Aboriginal Veterans Day
Victoria Day	Remembrance Day
Aboriginal Solidarity Day	Christmas Day
Canada Day	Boxing Day
Float Day	

Any other holiday proclaimed by Federal or Provincial statute.

For calculation purposes holidays shall be observed as indicated below:

- (a) For all shift employees, where any of the holidays fall on a Saturday or Sunday they shall be observed on that day. For purposes of this Article, a shift employee is one (1) whose regular work week is not Monday to Friday inclusive.

- (b) For all non-shift employees, where any of the holidays fall on a Saturday or Sunday, the holiday shall be observed on the following Monday. Where holidays fall on both Saturday and Sunday, the holidays shall be observed on the following Monday and Tuesday.

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

- (a) DOCFS work locations may be closed at 1:00 pm or operated at reduced staffing levels after 1:00 pm 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 three and one-half ( $3\frac{1}{2}$ ) hours.
- (c) The day shall be considered a one-half ( $\frac{1}{2}$ ) working day for calculation purposes.

Example: an employee on vacation will be deducted one-half ( $\frac{1}{2}$ ) days' vacation credit for the day.

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

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

**19:04** The Employer may allow accumulated compensatory leave in lieu of statutory holidays to be carried forward to the next vacation year.

- 19:05** In the event that an employee is terminated, the accumulated compensatory leave in lieu of statutory holidays shall be paid out at the final rate in effect for the employee during the year in which the statutory holidays were worked.
- 19:06** An employee who leaves DOCFS shall receive pay in lieu of the compensatory leave that has not been granted.
- 19:07** Where a holiday falls within the vacation period of an employee, one (1) additional working day shall be added to the employee's vacation entitlement in lieu of the statutory holiday.
- 19:08** **Where a statutory holiday falls on a day when After Hours Services and Support is not available one half of the staff will be required to work and will be eligible for the next day off with pay. The one half of staff will rotate between stats if required.**

#### **Article 20 Ceremonial, Cultural or Religious Leave**

- 20:01** An employee shall be entitled to apply on the appropriate leave form for up to four (4) days of vacation, sick time, banked time, or leave without pay in each calendar year to attend traditional ceremonial, cultural or religious observances.
- 20:02** The employee shall make every effort to give the longest notice period possible for leave under this Article, and shall actively cooperate in arrangements for the uninterrupted continuation of the expectations of their position. A minimum of four (4) weeks' notice is required. Leave under this Article shall not be carried forward into the next calendar year.

#### **Article 21 Vacation**

- 21:01** For purposes of this Agreement, a vacation year is every twelve (12) month period following the employee's start date.

When an employee has completed twelve (12) months of continuous service, he/she is entitled to vacation leave. Vacation leave is calculated as follows:

- (a) Upon commencement of employment, an employee must work ten (10) working days in a month in order to be eligible for one and one-quarter ( $1\frac{1}{4}$ ) day vacation credits. Thereafter the employee shall earn one and one-quarter ( $1\frac{1}{4}$ ) days' vacation credits each month (fifteen [15] days per year).
- (b) Any employee who has been employed five (5) consecutive years or more, but less than ten (10) years, shall earn one and two-thirds ( $1\frac{2}{3}$ ) days' vacation credits per month (twenty [20] days per year).
- (c) Any employee who has been employed ten (10) consecutive years shall earn two and one-twelfth ( $2\frac{1}{12}$ ) days' vacation credits per month (twenty-five [25] days per year).

**21:02** If an employee has worked more than six (6) months, but less than twelve (12) months, the employee may submit a written request to his/her supervisor to take vacation leave up to the days accumulated.

**21:03** Vacation leave must be taken within the year in which it was earned. With the prior approval of DOCFS management, one (1) week annual vacation leave may be carried over to the following year.

Where an Employer has been unable to schedule part or all of an employee's vacation within the vacation year and as a result finds it necessary to restrict the whole or part of the vacation leave of an employee, the Employer may authorize payment in lieu of vacation.

**21:04** All vacation schedules must be approved by the Employer and are subject to operational requirements.

**21:05** Should a Statutory Holiday fall on or during an employee's vacation, it will not be counted as a vacation day.

**21:06** If an employee takes unearned vacation days, it will be regarded as leave of absence without pay.

**21:07** Where an employee terminates, the employee shall receive the employee's accumulated vacation credits.

Where an employee dies, the employee's accumulated vacation credits shall be paid out.

**21:08** 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:

Where an employee is absent due to injuries, vacation leave shall accumulate as if the employee was not absent, but the extent of such accumulation shall not continue beyond twelve (12) consecutive calendar months from the date the injury or disability occurred.

**21:09** All employees are entitled to request the status of earned vacation credits at any time.

## **Article 22 Inclement Weather**

**22:01** Where an employee is unable to attend work due to the extreme weather conditions (i.e. road closure, weather warning, etc.) the employee's immediate supervisor is to be notified prior to 9:00 am. An employee will be allowed one (1) days' paid absence from work per year due to extreme weather conditions. Any time missed after the one (1) day must be made up through additional hours within one (1) month or applied against an employee's banked time (vacation, overtime, lieu, etc.).

**22:02** In the event employees are already at the work site, and the office is closed by management, or the weather conditions may result in road closures preventing workers from travelling home, employees will be allowed leave with pay for the remainder of the day. The decision to close the office will be at the senior management's (Program Supervisor, Assistant Director or Executive Director) discretion.

**Article 23 Sick Leave**

- 23:01** Upon commencement of employment, an employee must work ten (10) working days in that first month in order to be eligible for one (1) day of sick leave.
- 23:02** Sick leave shall be earned at the rate of one (1) day per month.
- 23:03** All employees shall be entitled to a leave of absence with pay as a result of illness or injury, to the extent of accumulated sick leave days.
- 23:04** Any illness causing absence must be reported to the immediate Supervisor and local reception/administration by 9:00 a.m. of the same day or as soon thereafter as the means of communication permit. Failure to do so will be regarded as a leave of absence without pay and hours absent will be deducted from the employees pay cheque. Continued failure to notify the office of absence due to illness may result in disciplinary action.
- 23:05** Any illness causing absence for any period of more than three (3) consecutive working days shall be required to furnish a medical certificate to the Employer.
- 23:06** Sick leave days shall accumulate during the period of employment to a maximum of one hundred twelve (112) days at any time during employment and will apply to cases of long-term illness. In such cases where an illness continues longer than accumulated sick leave days, application for short/long term disability or EI benefits may be made by the employee.
- 23:07** Upon termination of employment, no financial compensation shall be given for accumulated sick leave.
- 23:08** If an employee exhausts all sick leave credits accumulated, any sick leave taken will be considered a leave of absence without pay.
- 23:09** Medical appointments should be made so as to least interfere with hours of work.



- 23:10** For medical appointments exceeding four (4) hours, the time away from work shall be applied to either sick leave credits or family leave (if appointment is for immediate family member - as defined under Bereavement Leave – Article 27).
- 23:11** Where an employee required domestic violence leave, the employee's sick leave entitlement shall be used to provide the five (5) days as provided by the Employment Standards Code.
- 23:12** When an employee is unable to work and is in receipt of an Income Replacement Indemnity (IRI) from Manitoba Public Insurance (MPI) as a result from 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.
- 23:13** When an employee is injured in the course of, or as a result of, their duties and whose accommodation results in a lower classification shall have their wages protected for a twenty-four (24) continuous month period.
- 23:14** Where an employee becomes ill during the period of the employee's scheduled annual vacation, the Employer may grant sick leave and credit the employee with alternate days' vacation equivalent to the number of days approved sick leave providing the illness is over three (3) days and the employee provides a medical certificate certifying proof of illness. The employee will be responsible to provide proof of illness and/or hospitalization satisfactory to the Employer.

#### **Article 24 Addictions**

- 24:01** The parties recognize that alcohol, gambling and substance/drug misuse does occur and has the potential to adversely affect an employee's work

performance. An employee will be granted sick leave to pursue treatment that involves time away from work for participation in residential, in-patient or out-patient services subject to the submission of appropriate documentation. This shall not be unreasonably denied.

### **Article 25 Medical Fitness**

- 25:01** DOCFS may require an employee to have a psychiatric examination and/or physical examination. The cost of any examination referred to in this Article will be paid for by the Employer.
- 25:02** A duly qualified medical practitioner giving a psychiatric or physical examination shall complete the forms required by DOCFS pursuant to The Public Health Information Act (PHIA) and The Freedom of Information and Protection of Privacy Act (FIPPA).

### **Article 26 Workplace Injury**

- 26:01** If an employee who is absent from work as a result of a workplace injury the following shall apply:
- The employee shall apply for all available forms of compensation based on eligibility: STD, LTD, EI Sick, CPP Disability.
  - The Employer shall compensate the Employee for their full salary for the first fourteen (14) days to cover the STD waiting period.
- 26:02** Where an employee is absent due to injuries or disabilities, vacation leave shall accumulate as if the employee were not absent, but the extent of such accumulation shall not continue beyond twelve (12) consecutive calendar months from the date the absence related to the injury or disability commenced.
- 26:03** Where an employee is injured on the job and is required to leave for medical treatment and/or is sent home by management due to the injury, the employee shall incur no loss in regular pay and benefits for the day on which the accident occurs.

- 26:04** 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, DOCFS if it is not covered by a medical plan.
- 26:05** Where an employee is in receipt of 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 employees personal absenteeism record.

### **Article 27 Bereavement Leave**

- 27:01** An employee shall be entitled to bereavement leave of three (3) working days without loss of salary in the event of the death of a family member.
- A "family member", in relation to an employee, means:
- (a) A spouse or common-law partner of the employee.
  - (b) A child of the employee or a child of the employee's spouse or common-law partner.
  - (c) A parent of the employee or a spouse or common-law partner of the parent.
  - (d) 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.
  - (e) A parent of the employee's spouse or common-law partner.
  - (f) A current or former foster parent of the employee or of the employee's spouse or common-law partner.
  - (g) A current or former foster child, ward or guardian of the employee or of the employee's spouse or common-law partner.
  - (h) The spouse or common-law partner of a person mentioned in any Sub-articles 27:01(d) to (g).

- (i) Any other person whom the employee considers to be like a close relative, whether they are related by blood, adoption, marriage or common-law relationship.

**27:02** An employee who is entitled to bereavement leave under Article 27:01 during vacation leave shall receive vacation credits equal to the number of day of bereavement leave granted.

**27:03** Provided an employee has not received bereavement leave for the death in question, the employee shall 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.

**27:04** An employee shall be entitled to additional bereavement or special leave up to a maximum of two (2) days without loss of salary, requested for attending a funeral at a distance in excess of two hundred twenty-five (225) kilometers from the employee's home.

This applies to Article 27:01.

**27:05** The Employer shall give fair consideration for the request of attending funerals with pay of person(s) associated with the Agency.

## **Article 28 Compassionate Care Leave**

**28:01** Employees will be entitled to unpaid Compassionate Care Leave to provide care or support to a seriously ill family member and all provisions of the Employment Standards Code will be adhered to.

**28:02** (a) Employees on a leave related to critical illness of a child or compassionate care leave will have their supplement health benefits coverage and long term disability coverage maintained subject to the option to prepay for their coverage.

- (b) Employees on a leave related to critical illness of a child or compassionate care leave will have the option to prepay for their coverage for group life and optional life insurance.

### **Article 29 Family Related Leave**

- 29:01** An employee shall be entitled to three (3) days of leave with pay in each fiscal year to attend to family responsibilities including, but not limited to, family and household emergencies and family illness.
- 29:02** If an employee exceeds his or her family related leave of three (3) days, any further leave may be applied against the employee's remaining vacation days subject to the Employer's approval. An employee may, in the alternative or in addition to the aforementioned, apply to the Executive Director for leave without pay.

### **Article 30 Paternity Leave**

- 30:01** An employee shall be granted two (2) days' leave with pay, to attend to needs directly related to the birth of his/her child. At the employee's option, such leave shall be granted on the day of, or the day following the birth of his/her child or the day of the birth mother's admission to or discharge from hospital or such other days as may be mutually agreed.

### **Article 31 Maternity Leave**

- 31:01** An employee who qualifies for maternity leave may apply for such leave in accordance with Article 31.
- 31:02** In order to qualify, a pregnant employee must:
  - (a) Have completed seven (7) continuous months of employment for or with DOCFS;

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

**31:03** An employee who qualifies is entitled to and shall be granted maternity leave without pay consisting of:

- (a) A period not exceeding seventeen (17) weeks if delivery occurs on or before the date of delivery specified in the certificate mentioned in Article 31:02(c); or
- (b) A period of seventeen (17) weeks plus an additional period equal to the period between the date of delivery specified in the certificate mentioned in Article 31:02(c) and the actual date of delivery, if delivery occurs after the date mentioned in that certificate.

DOCFS may vary the length of maternity leave upon proper certification by the attending physician and recommendation by the Employer.

**31:04** An employee who has been granted maternity leave shall be permitted to apply up to a maximum of five (5) days of her accumulated sick leave against the Employment Insurance (EI) waiting period. An employee who has been granted maternity leave shall also be permitted to apply up to an additional five (5) days of her accumulated sick leave in the week after EI Maternity benefits are paid or an additional five (5) days of her accumulated sick leave in the week after EI Parental benefits cease, but shall not be payable beyond the fifty-second (52) week of leave or the seventy-eighth (78) week of leave as applicable.

Should the employee not return to work following her maternity leave for a period of employment sufficient to allow for re-accumulation of the number of sick days granted, the employee shall compensate the Employer for the

balance of the outstanding days at the time of termination. Approved sick leave with pay granted during the period of return shall be counted as days worked.

- 31:05** Section 57 and Sections 60(1) through 60(4) inclusive of the Employment Standards Code respecting maternity leave shall apply “mutatis mutandis”.

### **Article 32 Adoptive Parent Leave**

- 32:01** An employee shall be granted two (2) days leave with pay to attend to needs directly related to the adoption of the child. At the employee’s option, such leave shall be granted on the day of or the day following the adoption or such other day as may be mutually agreed.

### **Article 33 Parental Leave**

- 33:01** In order to qualify for parental leave, an employee must:
- (a) Have completed seven (7) continuous months of employment for or with DOCFS;
  - (b) Submit to the Employer an application in writing for leave at least four (4) weeks before the day specified by them in the application as the day on which they intend to commence such leave; and
  - (c) An employee must:
    - (i) Be the natural mother of a child; or
    - (ii) Be the natural father of a child; or
    - (iii) Adopt a child under the law of a province.
    - (iv) Be a person who is in a relationship of some permanence with a parent of the child and who plans on treating the child as his/her own. This includes same-sex couples.

- 33:02** An employee who qualifies is entitled to and shall be granted parental leave without pay consisting of:
- (a) Parental leave without pay for a continuous period of up to sixty-two (62) weeks.
  - (b) Subject to Article 33:01, parental leave must commence seventy-eight (78) weeks after date of birth or adoption of the child or the date the child comes into the actual care and custody of the employee.
  - (c) 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 DOCFS.
- 33:03** During the period of parental leave, benefits will not accrue. However, the period of parental leave will count as service towards eligibility for long service vacation and long service sick leave entitlement.
- 33:04** During the first sixty-two (62) weeks of parental leave, coverage under the Health Benefits Plan shall continue to be maintained subject to the option to prepay for their coverage.

#### **Article 34 Court Leave**

- 34:01** 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 DOCFS.

#### **Article 35 First Nation, Municipal, Provincial and Federal Election Leave**

- 35:01** In the event of a First Nation community, municipal, provincial and/or federal election, all employees eligible or entitled to vote shall be allowed the necessary time with pay, if required, in order to attend the closest poll.



**35:02** An employee wishing to run for a position in a reserve election can take a paid leave of absence using their vacation, stat, bank time and/or an unpaid leave of absence.

**35:03** An employee who:

- (a) Is a candidate;
- (b) Has been appointed as an election official or enumerator; or
- (c) Has been named as an election volunteer by a candidate or a registered political party.

in a provincial or federal election will be granted a leave of absence without pay.

**35:04** In the event that an employee is successful in an election at the provincial or federal level they will be given leave of absence for the period in elected office. In the event that an employee is successful in a First Nations government community election they will resign.

### **Article 36 Benefits**

**36:01** The Employer shall provide a benefits plan for participation by employees subject to the terms and conditions of the plan contract and shall include the following:

- Employee Life Insurance
- Dependent Life Insurance
- Accidental Death and Dismemberment
- Extended Health Care
- Dental Care
- Survivor Extended Benefit
- Weekly Income (Short-term Disability)
- Long-term Disability

**36:02** The cost of the benefit plan will be shared fifty-fifty (50%/50%) between the employees and the Employer.

**36:03** Full-time employees shall be entitled to all benefits including the defined contribution pension plan following the completion of six (6) months of employment.

**36:04** The Health Benefits Plan is outlined in Policy #G0067056 with Manulife Financial.

The Pension Plan is outlined in Policy #10000860 with Manulife Financial.

All plan documents shall be made available from the Employer to the employees and the Union.

**36:05** The Employer shall provide a defined contribution pension plan.

Employee contributions shall be maintained at five point five percent (5.5%) for all employees with matching contributions by the Employer. Employees can elect to make additional contributions that are not matched by the Employer.

**36:06** If the employee elects to maintain coverage under the benefits plan, the Employer shall maintain their portion of the benefits premiums during any unpaid leave required to satisfy the one hundred twenty (120) day elimination period or date of initial decision, whichever is later, for the long-term disability benefits, including when the offset of other disability benefits results in no benefits payable on an approved claim.

### **Article 37 Safety and Health**

**37:01** Dakota Ojibway Child & Family Services Inc. (DOCFS) and the Union are committed to providing a safe and healthy work environment for all employees. DOCFS will adhere to occupational safety and health legislation and regulations of Manitoba. The Union will make every effort to obtain the cooperation of all employees within the bargaining unit.

**37:02** **Safety & Health Committee**

(a) Purpose

A joint committee made up of a worker and Employer representatives consulting in a cooperative spirit to identify and resolve safety and health problems in support of a planned occupational safety and health program in the place of employment.

(b) Duties and Functions

- Identify situations that may be unsafe or unhealthy for workers and advise on effective systems for responding to those situations.
- Consider and expeditiously deal with complaints relating to the occupational safety and health of workers.
- Consult with workers and the Employer on issues related to the occupational safety and health and occupational environment.
- Make recommendations to the Employer and the workers for the improvement of the occupational safety and health of workers and compliance with the Manitoba Safety and Health Regulations (Regulations), and monitor their effectiveness.
- Make recommendations to the Employer on educational programs promoting the safety and health of workers and compliance with the Regulations, and monitor their effectiveness.
- Advise the Employer on programs and policies under the Regulations for the workplace and monitor their effectiveness.
- Advise the Employer on proposed changes to the workplace or the work processes that may affect the safety and health of workers.
- Ensure the incident investigations and regular inspections are carried out as required by the Regulations.
- Participate in inspections, investigations and inquires as provided by the Regulations.
- When necessary, request information from the Employer about:
  - Known or reasonably foreseeable safety or health hazards to which workers at the workplace are likely to be exposed.
  - Safety and health experience and work practices and standards in similar or other industries of which the Employer has knowledge.

- Carry out any other duties and functions prescribed by the Regulations.
- Report on lost time due to injury.

(c) Records

The Committee will keep records of all matters that come before it. The Committee will maintain copies of its minutes for a period of at least two (2) years from the date of the Safety and Health Committee meeting to which they relate. Note: first aid records should be kept for at least ten (10) years; education and training related records should be kept for at least three (3) years after the training session.

(d) Meetings

- The Committee will meet monthly.
- Special meetings, if required, will be held at the call of the co-chairs.
- A quorum will consist of a majority of the members; eight (8) (two [2] management and six [6] employees).
- The Committee will add procedures it considers necessary for the meetings.

(e) Agenda and Meeting Reports

- An agenda will be prepared by the co-chairs and distributed to the members prior to the meeting.
- A report of the meeting will be prepared as soon as possible after the meeting and will be made available to the Employer, Safety and Health Committee members, workers and the DOCFS Board as required.
- A copy of the report of each meeting will be posted promptly, in a place readily accessible to employees for whom this Committee is responsible for. A copy shall also be forwarded to the Union and be redacted to only include issues concerning the Winnipeg, Brandon and Portage offices.

(f) Composition

- The Committee will consist of thirteen (13) members.

- One (1) worker representative will be appointed from each of the following sub-offices: Birdtail Sioux, Canupawakpa, Dakota Plains, Dakota Tipi, Long Plain, Roseau River, Sioux Valley, Swan Lake, Brandon, Portage, Winnipeg and Forest Hills Administration.

(g) Co-chairs

- The Committee will elect two (2) co-chairs from its membership.
- The management representatives will select a co-chair.
- The workers representatives will select a co-chair.
- The alternates will assume co-chair responsibilities.
- The co-chair will:
  - Control the meetings.
  - Ensure the maintenance of an unbiased viewpoint.
  - Arrange the agendas.
  - Review previous meeting reports and material prior to the meetings.
  - Arrange for the meeting place.
  - Notify members of meetings.
  - Prepare meetings agendas.
  - Prepare meeting reports.
  - Forward a copy of the meeting reports to the Employer for distribution.
  - Prepare recommendation(s) and forward to the Employer for a response.
  - Prepare all correspondence.

(h) Terms of Office

- Committee members will sit on the Committee for two (2) years.
- If a member of the Committee chosen by the workers is unable to complete the term of office, the workers will choose another member.
- All members will arrange to have an alternate member attend meetings in their place, when they are unavailable to attend.

(i) Assistance in Resolving Disagreements

If the Safety and Health Committee is unable to reach agreement on a matter relating to the safety and health of workers in a workplace, a co-chair of the Committee may report this to a Safety Officer under The Workplace Safety and Health Act who may investigate and attempt to resolve the matter.

**37:03 Roles and Responsibilities**

Dakota Ojibway Child and Family Services will make every effort to provide a safe and healthy work environment. Management of DOCFS is committed to the safety and health of its employees, volunteers and students to prevent injury and to maintain a healthy environment. All supervisors and workers must be dedicated to the objective of reducing the risk of injury, illness and harm.

As an Employer, DOCFS is ultimately responsible for worker safety and health and is committed to taking every reasonable precaution to protect workers from harm. Legislative requirements will serve as minimum acceptable standards for DOCFS.

Supervisors are responsible to ensure workers follow established safe work practices and procedures. Workers will receive training where high safety risk related work responsibilities exist.

Every employee must protect his or her safety and health by following the law and DOCFS safe work practices and procedures.

All parties are expected to consider safety and health in every activity. Commitment to safety and health must form an essential part of this organization from the Executive Director to the workers.

(a) Employer's Responsibilities

- Establishing the safety and health program.
- Conducting an annual review.
- Training and orientating as required.
- Providing a safe and healthy work environment.

- The Employer shall report all serious incidents to the Workplace Safety and Health Branch as per the Act and/or Regulations and to the Union.

(b) Supervisors' Responsibilities

- Orientating of workers in regards to the safety and health program.
- Ongoing training of workers.
- Include Safety and Health on the agenda at regular staff meetings.
- Performing inspections and investigations.
- Reporting any safety or health hazards.
- Correcting unsafe acts and conditions.

(c) Workers' Responsibilities

- Learning and following safe work procedures.
- Correcting hazards or reporting them to supervisors.
- Participating in inspections and investigations where applicable.
- Report work related injuries to supervisors within twenty-four (24) hours.
- Report health related issues that may affect the health and welfare of the workplace, staff or clients.

(d) Emergency Procedures/Personal Protective Equipment

Each office will be required to have the following:

- Maps for Fire Exits
- Security Plans
- Fire Extinguishers
- First Aid Responder
- First Aid Kits
- Emergency Business Plan

**37:04 Accident Prevention, Reporting and Investigating**

(a) Accident Prevention

It is the responsibility of all employees to prevent accidents by observing safety habits in the performance of their duties and to bring any unsafe conditions to the attention of the supervisor or to the Safety & Health Committee.

- (i) No one is allowed to work while under the influence of alcohol or drugs.
- (ii) When an employee is on a prescribed medication from a doctor, the supervisor should be informed of any possible side effects which may detract from the safety of the employee and his/her ability to properly perform the specified job.
  - (1) This information can assist the supervisor to be aware of your capabilities and to assist in compensating the workload during the temporary disability.

(b) Reporting

In the event of an accident or injury during hours and within the course of job duties; employees are required to report the incident to a supervisor or human resources in the absence of a supervisor. When injuries result in time off work or medical treatment, follow the guidelines as outlined under Article 26.

(c) Investigating

It is the intent of DOCFS to comply with all provincial workplace safety and health legislation. All accidents sustained by employees while on the job will be investigated to determine their cause and the required action to prevent future occurrence of accidents and injuries.

**37:05 Hazard Identification**

- (a) The safety and health representative for all offices and supervisor (at least one [1] of each) evaluates all office equipment, work areas and work procedures for every job in each workplace to identify potential sources of harm to workers. This must be done at least once annually (fiscal year end March 31) and whenever there is a change in office equipment, work areas or work procedures.
- (b) The safety and health representative and supervisor will identify, record and prioritize each hazard using hazard identification worksheets. This information will then be forwarded to management for action and/or



approval. One (1) copy is filed at the workplace and another is submitted to the Safety & Health Committee.

**37:06 Unsafe Work Situation**

- (a) 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.
- (b)
  - (i) 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.
  - (ii) The supervisor upon being notified under Article 37:06(b)(i) shall inspect the condition with the employee and discuss the employee's reasons for believing the condition to be dangerous. Where there is a Safety & Health Committee at the workplace, the co-chairpersons may be asked to participate.
  - (iii) 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.
  - (iv) If the employee refuses to work because of the employee's belief that the condition is dangerous, the employee must be available to perform other work assigned.
- (c) Where an employee has refused to perform work in accordance with Article 37:06(b), no other employee shall be assigned the particular work unless such employee is notified of the refusal and the reasons for the refusal.
- (d) 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 Article 37:06(b).

- (e) Disciplinary action shall not be taken against an employee solely for the reason that the employee:
  - (i) Made a report under Article 37:06(b); and
  - (ii) Refused to work or continue to work under the conditions described under Article 37:06(b) 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.
- (f) Where an employee willfully takes unfair advantage of the provisions described in Article 37:06(b), the employee may be subject to disciplinary action up to and including suspension or dismissal.

### **Article 38 Harassment Prevention and Respectful Workplace**

- 38:01** The Employer recognized 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.
- 38:02** No one has the right to harass anyone else, at work or in any situation related to employment at DOCFS. All employees are entitled to work free of harassment and share responsibility for ensuring that our workplace is a respectful and safe place for all of us, 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.

**38:03** Discrimination means, except where bona fide and reasonable cause exists, or where it is based upon bona fide and reasonable requirements or qualifications, the differential treatment, whether intended or not, of an individual or group of individuals based on an 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 any of the following categories:

- (a) Ancestry, including colour and perceived race;
- (b) Nationality or national origin;
- (c) Ethnic background or origin;
- (d) Religion or creed, or religious belief, religious association or religious activity;
- (e) Age;
- (f) Sex, including sex-determined characteristics or circumstances, such as pregnancy, the possibility of pregnancy, or circumstances related to pregnancy.
- (g) Gender identity;
- (h) Sexual orientation;
- (i) Marital or family status;
- (j) Source of income;
- (k) Political belief, political association or political activity;
- (l) Physical or mental disability or related characteristics or circumstances, including reliance on a service animal, a wheelchair, or any other remedial appliance or device;
- (m) Social disadvantage; and

(n) Size.

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.

**38:04** Harassment is a form of discrimination. It is any objectionable or inappropriate conduct, comment, display, action or gesture by a person and made on the basis of any of the characteristics referred to above.

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 ostracising a person.

**38:05** 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.

**38:06** If 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.

**38:07** 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.

**38:08** Reasonable conduct of a supervisor or manager in respect of the management and direction of DOCFS employees or the management, direction and guidance of employees is not harassment or bullying.

- 38:09** 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.
- 38:10** All 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.
- 38:11** Management will take corrective action with anyone under their direction who harasses another person.
- 38:12** 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.
- 38:13** 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 39 Conduct of Employees**

- 39:01** Each employee shall observe standards of behaviour consistent with the employee's function and role as an DCOFS employee and in compliance with the terms of this Agreement.
- 39:02** Where an employee is absent without leave for a period of two (2) weeks, 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 and performed the employee's regular duties.

**39:03** Where an employee is habitually late or is absent during working hours without leave and fails to give satisfactory explanation for the lateness or absence, DCOFS may take such disciplinary action, including suspension or dismissal, as is warranted.

#### **Article 40 Staff Investigation Procedure**

**40:01** The Employer recognizes its responsibility to build and maintain a diverse, 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 offensive remarks, material or inappropriate behaviour.

All employees share in this responsibility and are expected to exhibit honesty, integrity and high standards of personal conduct.

From time to time a comparatively small number of situations arise that require intervention by management due to an allegation of inappropriate behaviour or wrongdoing by an employee.

The principles of justice and dignity shall be applied in the investigation and resolution of these situations by the Employer to ensure that the rights, responsibilities and obligations of all parties are respected.

Justice relates to the moral principle determining just conduct by way of fairness, integrity and honesty.

Dignity encompasses self-respect and having an appreciation of the formality or gravity of an occasion or situation.

**40:02** **General Procedure**

In matters involving an allegation of inappropriate behaviour or wrongdoing by an employee, whether by internal or external agencies, the following procedure shall take place:

- (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 to ascertain the fundamental nature and extent of the matter.
- (c) The following factors should be reviewed to determine their applicability to the situation. Some or all of these factors may apply to the situation:
- Risk – Does the employee’s presence in the workplace create concerns regarding the safety of employees or the security of DOCFS’ property? Are employees reluctant to work with the employee?
  - Competence – Can the employee continue in the current work assignment?
  - 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 DOCFS’ reputation with the general public and with clients?
  - Employee’s Role in the Organization – An employee in a professional and/or management position must demonstrate a higher standard of conduct than other employees.

#### **40:03 Results of Preliminary Assessment**

It is imperative that the Preliminary Assessment be conducted in a timely manner in order to minimize the impact on all parties. The assessment findings shall be provided to the Executive Director (ED) or designate for review and action.

- (a) If the Employer determines there is no impact on the workplace, the employee is returned to current duties.
- (b) If the Employer determines there is an impact on the workplace, the ED or designate consults Human Resources and determines 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.

- (c) If alteration to the position is not possible, an interim redeployment to other work that is available and suitable for the employee shall occur. Compensation during such an interim redeployment shall be at the employee's current rate of pay.
- (d) Only once alternative work assignments have been thoroughly explored and determined to be unviable should a leave of absence be considered. There must be compelling and exceptional reasons to warrant placing the employee on a leave of absence of any kind or duration.
  - (i) A leave of absence in such circumstances shall normally be with pay. These situations should be reviewed with the ED to ensure appropriateness and consistency of application.
  - (ii) A formal investigation should then be conducted to determine the nature and extent of the alleged inappropriate behaviour or wrong doing.

**40:04** There is an expectation that all employees will fully cooperate with the Employer in the course of any investigation.

**40:05** An employee's status should be reviewed on a regular basis during both the informal and formal investigation phases to determine whether circumstances have changed to warrant an alteration in the employee's employment or leave status.

## **Article 41 Discipline Action**

### **41:01 Definition**

An employee shall only be disciplined for just cause.

Discipline is corrective action designed to ensure that staff fully meet the expectations of their job and appropriately follow policy and procedures which are necessary for the agency to run effectively. Discipline is used when

an employee deliberately or unintentionally fails to fulfil job responsibilities and/or violates agency policy.

**41:02 Rights and Responsibilities of Agency/Staff**

The Agency has the responsibility to ensure that the employee receives and abides by the Dakota Ojibway Child and Family Services Code of Ethics and has thorough knowledge of and follows agency Policy & Procedures. Where the employee has received a thorough orientation to the Code of Ethics and agency policy but fails to comply, the Agency has the obligation to discipline/take corrective action of said employee. This should be done in an objective manner taking into account circumstances but applying the same conditions of discipline for the same type of infraction. The Agency must keep accurate personnel records, fully documenting any disciplinary and/or corrective action. Employees and the Union shall be given a copy of said documents.

Each employee (line worker and/or management) is responsible for abiding by the Code of Ethics and following the agency policy and procedures. Where it has been substantiated that an employee has failed to meet these responsibilities and is the subject of disciplinary action, he/she is obligated to comply with any necessary corrective measures.

An employee has the right to have a Union Representative present at any meetings which is disciplinary, or may result in discipline.

**41:03 Disciplinary Process**

Prior to any disciplinary action being taken, the supervisor must clearly determine the nature of the infraction and obtain all the relevant facts including a response from the employee. Once this has been established, the Agency and/or committee must determine the severity of discipline. Full consideration should be given to the employee's length of service, previous work record and to the circumstances surrounding the incident. Very serious infractions will result in immediate termination. The disciplinary process will be administered consistently for all staff.

Where disciplinary action is not warranted a non-disciplinary corrective action shall be taken.

Dakota Ojibway Child and Family Services will follow a progressive disciplinary process as follows:

(a) **Step 1 – Verbal Warning**

Where a work performance concern is identified, an informal meeting will be held with the staff person to address the issue. Employees must be advised that this is a verbal warning, the first step in the disciplinary process. The verbal warning will include the problem to be dealt with; date, duration and frequency the problem has occurred; the effect and corrective action including time frames to be completed. Staff members should be encouraged to identify appropriate corrective measures. The date of the verbal warning and the discussion will be documented on the personnel file.

(b) **Step 2 – Written Warning**

Where employee has failed to correct the problem following verbal warnings(s) or has more than one alleged infraction within a twelve (12) month period or a more serious infraction occurs, i.e. sexual harassment, refusal to attend training, unauthorized absences, a written warning will be placed on the employee's file with a copy to the employee and the Union. The written warning must be in the prescribed agency format and must include any steps taken thus far to resolve the problem, identified corrective action and notification that failure to comply with corrective action and maintain adequate work performance will result in suspension. Employees will review the written warning, sign it acknowledging the receipt of such and provide any comments.

(c) **Step 3 – Suspension**

Where employee fails to correct the problem following verbal and/or written warnings, they may be placed on suspension. Documentation of

the action taken will identify the reasons for the suspension, steps taken to date, required corrective action, dates for interim review and consequences. Employee will review the written decision, sign it acknowledging the receipt of such and provide any comments.

(d) **Step 4 – Termination**

Where the employee has failed to correct a problem(s) through the progressive disciplinary process or where an employees' action(s) are detrimental to the agency's operation and may have legal ramifications, the agency may terminate.

Where an allegation is made against an employee which could result in immediate termination, that employee may be placed on a paid administrative suspension or accommodated in another position until the matter is investigated and a determination is made.

### **Article 42 Grievance Procedure**

**42:01** 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.

**42:02** A "grievance" is defined as a complaint in writing concerning:

- (a) The application, interpretation, or alleged violation of an Article of this Agreement or a signed Memorandum of Understanding or a signed Memorandum of Agreement between the parties;
- (b) The dismissal, suspension, demotion, or written reprimand of an employee.

The above categories of grievances can be processed up to and including Step 3 of the grievance procedure.

- 42:03** Notwithstanding Article 42:02, an employee may complain or grieve on any unsatisfactory working condition up to and including Step 2 of the grievance procedure. The decision at Step 2 shall be final for such grievances.
- 42:04** 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 on those matters as defined in Article 42:02(a). A group grievance shall be presented directly to the Executive Director within twenty (20) working days following the date upon which the employee(s) were notified orally or in writing, or on which the employee(s) first became aware of the action giving rise to the grievance.
- 42:05** Where either party to this Agreement disputes the general application, interpretation or alleged violation of an Article of this Agreement or a signed Memorandum of Understanding or a signed Memorandum of Agreement between the parties, 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 DOCFS it shall be presented to the President of the DOCFS Local. In all cases the grievance shall be presented within twenty (20) working days from the date of the action giving rise to the grievance.
- 42:06** Where the parties fail to resolve a grievance under Article 42:04 or 42:05, either party may refer the grievance to Step 3 of the grievance procedure. It is agreed and understood that grievances which have been submitted and dealt with as individual grievances may not subsequently be submitted as a policy grievance.
- 42:07** Notwithstanding Article 42:09, a grievance filed under Article 42:05 shall not require the signature of an employee.
- 42:08** If an employee or the Union fails to initiate or process a grievance within the prescribed time limits, the grievance will be deemed to be abandoned and all

rights of recourse to the grievance procedure for that particular grievance shall be at an end. If management fails to reply to a grievance within the prescribed time limits, the employee or the Union may process the grievance to the next step. Either party may request an extension of the time limits providing such extension is requested prior to the expiry of the time allowed. An extension, if requested, shall not be unreasonably withheld.

- 42:09** Wherever possible, the grievance shall be presented on the Official Grievance Form. A written description of the nature of the grievance and the redress requested shall be sufficiently clear and if the grievance relates to an Article of the Agreement, such Article shall be so stated in the grievance. The grievance shall be signed by the employee and may be clarified at any step providing its substance is not changed. Except for failure to meet the time limits, a grievance shall not be deemed to be invalid if it is not written on the Official Grievance Form or for failure to quote the Article in dispute.
- 42:10** It is mutually agreed that an effort shall be made to resolve complaints through discussion before a written grievance is initiated. The aggrieved employee shall have the right to have a representative present at such a discussion. When a grievance cannot be presented in person at any step, it may be transmitted by registered mail.
- 42:11** An employee has the right to representation by a Union Representative at any step of the grievance procedure.
- 42:12** **Step 1:**
- (a) Within twenty (20) working days after the date upon which the employee was notified orally or in writing, or on which the employee first became aware of the action or circumstances giving rise to the grievance, 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 appropriate authority at the appropriate step of the grievance procedure and so inform the employee and the Union. The time limits and the procedures of the appropriate step shall then apply.
- (e) Where the designate at Step 1 is a steward or office of the Union, the grievance shall automatically be referred by the Director or designate to Step 2.

**42:13 Step 2**

- (a) If the grievance is not resolved satisfactorily 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) For those grievances defined in accordance with Section :02, the Executive 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. For those grievances concerning unsatisfactory working conditions as defined in Section :03, the Executive Director or designate shall hold a hearing to discuss the grievance with the employee and the employee's representative before giving a decision on the grievance.

- 42:14** Grievances concerning demotion, suspension or dismissal shall be initiated at Step 2 of the grievance procedure within twenty (20) working days of the date that the employee became aware of the action.
- 42:15** Disputes concerning the selection of an employee for a position within the bargaining unit may be grieved at Step 2 to the Executive Director or designate in accordance with the following:
- (a) Within twenty (20) working days after the date upon which the employee was notified orally or in writing, or on which the employee first became aware of the action or circumstances giving rise to the selection dispute, the employee shall present the grievance with the redress requested to the Executive Director or designate.
  - (b) The Executive Director or designate shall sign for receipt of the grievance and shall issue a decision in writing to the employee and to the Union within fifteen (15) working days.
  - (c) The Executive Director or designate may discuss the grievance with the employee and the employee's representative before giving a decision on the grievance.
  - (d) All time limits referred to in this Section may be extended by mutual agreement.
  - (e) A decision of the Executive Director or designate may be appealed to in accordance with Article 43. The decision of the arbitrator shall be final and binding for all such grievances. Union approval is required to submit any appeal to arbitration.

**42:16** **Step 3**

A decision of the Executive Director or designate may be submitted to arbitration in accordance with Article 43. The decision of the single arbitrator shall be final and binding for all such grievances. Union approval is required to submit any grievance to arbitration.



**42:17** Subject to Article 42:12, 42:13, 42:14, 42:15, Step 2, an employee or the Union may withdraw a grievance at any step of the grievance/arbitration procedure by giving written notice to the department concerned. An employee may abandon a grievance by not processing it within the prescribed time limits.

### **Article 43 Grievance and Arbitration Procedure**

**43:01** Only those matters set forth below may be submitted to Arbitration by the Union or the Employer:

- (a) Grievances concerning the application, interpretation or alleged violation of an Article of this Agreement.
- (b) Grievances concerning the application, interpretation or alleged violation of a signed Memorandum of Understanding or a signed Memorandum of Agreement between the parties.
- (c) Grievances concerning dismissal, suspension, demotion or a written reprimand of an employee.
- (d) Disputes involving classification.

**43:02** The procedure for arbitrating grievances shall be the procedure as set forth below:

- (a) Where a difference arises between the parties hereto relating to a subject matter as outlined in Article 43:01, either of the parties may, within twenty (20) working days from the receipt of the decision at Step 2, notify the other party in writing of its desire to submit the difference or allegation to arbitration. Such notification, when initiated by the Union, shall be made directly to the Executive Director, and shall set forth the issue in dispute for referral to an arbitrator or arbitration board in accordance with Article 43:02(b) or (c).
- (b) Where the party initiating the arbitration proceedings wishes to request a single arbitrator, the notice referred to in Article 43:02(a) shall so state:

- (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 the board in accordance with Article 43:02(c) within ten (10) working days.
  - (iii) A single arbitrator shall be considered to be an arbitration board for purposes of this Article.
- (c) Where the party initiating the arbitration proceedings wishes to request arbitration by a three (3) person board, the notice referred to in Article 43:02(a) 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 an 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 thereof.
  - (iii) If either party fails to appoint its member to the board as provided above or where the two (2) appointees of the parties fail to agree on the appointment of a third member within the time specified, the Chief Justice for the Province of Manitoba, or in the Chief Justice's absence, the Chief Justice of the Court of Queen's Bench, upon the request of a party to the Agreement, shall nominate a member on behalf of the party failing to make an appointment or shall nominate the third member and chairperson, as the case may be, and where the case requires, may nominate

both, and where such nomination has been made, the Minister of Labour shall appoint that person as member or chairperson or both, as the case may be.

- (iv) The chairperson and one other member are a quorum; but, in the absence of a member, the other members shall not proceed unless the absent member has been given reasonable notice of sitting.
- (d) Where the matter is submitted to the arbitration board, the arbitration board shall commence hearings within thirty (30) days of the matter being submitted to the board and shall hear evidence and argument submitted by or on behalf of the parties relevant to the matter submitted and shall make a decision thereon in the form of an award of the arbitration board.
- (e) The arbitration board shall hear and determine the difference or allegations and shall issue a decision, which decision shall be final and binding and enforceable upon the parties and upon any employee or employees affected by it.
- (f) The arbitration board may summon before it any witnesses and require them to give evidence on oath, orally or in writing, and to produce such documents and evidence as the arbitration board deems requisite to the full investigation and consideration of the matters referred to it.
- (g) The arbitration board shall submit a report on the findings and the decision of the board within fourteen (14) days following the completion of the hearing to the parties.
- (h) Any of the time limits referred to above may be extended by mutual agreement of the parties hereto.
- (i) In the case of a three (3) person arbitration board the decision of the majority shall be the decision of the arbitration board. If there is no majority, the decision of the chairperson shall be the decision of the board.

- (j) The arbitration board shall not have the power to add to, subtract from or modify or alter in any way the provisions of this Agreement or a signed Memorandum of Understanding or a signed Memorandum of Agreement between the parties.
- (k) The arbitration board shall expressly confine itself to the issue submitted to the board, and shall have no authority to make a decision and/or recommendation on any other issue not so submitted to the board.
- (l) Where the arbitration board determines that an employee has been dismissed or otherwise disciplined by the Employer for just cause, the arbitration board may substitute such other penalty or remedy in lieu of dismissal or the disciplinary action as the board deems just and reasonable under the circumstances.
- (m) The expenses incurred by and in respect of an arbitration board shall be paid as follows:
  - (i) The parties to the arbitration shall each pay an equal portion of the remuneration and expenses of the chairperson of the arbitration board.
  - (ii) Each party to the arbitration shall pay the remuneration and expenses of the member of the arbitration board named or appointed by or on behalf of that party.
  - (iii) Each party to the arbitration shall pay the fees and expenses of witnesses called by that party to give evidence before the arbitration board.
  - (iv) Each party to the arbitration shall pay the fees and expenses of any counsel appearing before the arbitration board on behalf of that party.
  - (v) The parties to the arbitration shall each pay an equal portion of other costs and expenses incurred by the arbitration board in conducting the arbitration.

#### **Article 44   Reclassification Procedure**

- 44:01** The employee will submit the request for reclassification to the Director of Human Resources, together with the following:
- (a) A current position description;
  - (b) The job classification being requested and reasons why that classification is appropriate; and
  - (c) Any other information in support of the request;
  - (d) Human Resources has ten (10) working days following receipt of the request to reply and will confirm date of receipt.
- 44:02** Where the employee considers the reply from Human Resources to be unsatisfactory or where no reply is received within the prescribed time limits, the employee may proceed to Step 1 of the grievance process.
- 44:03** The time limits prescribed in this Article may be extended by mutual agreement of the employee and the party designated to respond.

#### **Article 45   Employee Files**

- 45:01** 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 representative present.
- 45:02** An employee may request a copy of specific documents on the employee's file. This provision shall not be unreasonably requested or denied.
- 45:03** Upon written request of an employee, an employee shall have the right to examine and request a copy of the content of any file held by the employee's supervisor, which contains personal information regarding the employee, except for material which contains personal information about any other employee.

**45:04** Any clearly unsubstantiated letters of complaint or memos regarding disciplinary action that has been overturned through the grievance process shall be removed from the employee's file.

### **Article 46 Performance Appraisal**

**46:01** Performance appraisals are a tool to be used in a positive manner to acknowledge an employee's performance levels 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 employees shall sign the performance appraisal for the sole purpose of indicating that they are aware of its contents.
- (c) The employee shall have the right to add comments to be attached thereto.
- (d) The employee shall be given a copy of the performance appraisal at their request.

### **Article 47 Contracting Out**

**47:01** Where work is to be contracted out which would result in the redundancy of employees in the bargaining unit, then DOCFS will provide the Union with four (4) months' notice.

**47:02** During the negotiating period, the Joint Labour Management Consultation 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 48 Seniority**

**48:01** “Seniority” means the length of service with DOCFS as defined in this Article provided such service has not been broken by termination of the employee.

**48:02** Seniority shall include only the following:

- (a) Accumulated service;
- (b) Periods of absence resulting from a workplace injury;
- (c) Periods of maternity leave and/or parental leave and/or compassionate care leave;
- (d) Periods of adoptive parent leave;
- (e) Approved educational leave to a maximum of one (1) year;
- (f) Any sick leave without pay necessary to satisfy the elimination period of the Long Term Disability Plan;
- (g) Any other approved leaves without pay to a maximum accumulation of 140 hours in a calendar year; and
- (h) Periods of leave while on the Long Term Disability Plan.

Seniority will continue to accrue when an employee is temporarily out of the bargaining unit for up to six (6) months.

**48:03** An employee will lose all seniority when the employee:

- (a) Resigns;
- (b) Retires;
- (c) Is dismissed and not reinstated;
- (d) Dies;
- (e) Is permanently laid-off;

- (f) If terminated at the expiry of the employee's term of employment. (However, this Subsection does not apply to a term employee who has been employed on a full-time basis for twenty-four (24) continuous months and who is re-employed within twelve (12) months of the expiration of the employee's term of employment.)
- (g) Is permanently promoted to a position beyond the scope of this Agreement; or
- (h) Has been working outside the scope of this Agreement in excess of two (2) years.

**48:04** A seniority list will be prepared by April 1 up to and including December 31 of the previous year. The list will be electronically posted and all staff will be advised of posting and location. The list will be posted in hours.

**48:05** Grievances concerning the calculation of seniority must be filed at Step 1 of the Grievance Procedure within twenty (20) working days of the date the employee became aware of the seniority calculation. Such grievances shall be restricted to the calculation of seniority in the calendar year immediately prior to the year in which the seniority list is posted.

#### **Article 49 Devolution and Transfer of Services**

**49:01** 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.

**49:02** 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.

**49:03** DOCFS 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.

- 49:04** DOCFS will make reasonable efforts and give priority consideration to obtaining employment opportunities, with the new Employer for employees who are not being transferred.
- 49:05** The provisions of this Article do not apply to seconded employees.

### **Article 50 Lay-Off**

- 50:01** Where by reason of a shortage of work or funds, or the abolition of a position or material changes in duties or organization, an Employer determines that a lay-off(s) is necessary; the Employer shall determine the classification(s) from which the lay-off(s) are to take place.

The Employer will provide in writing, the Union and employees affected with four (4) weeks' notice or granted payment in lieu thereof of any need for layoffs.

If a reduction of employees is necessary, the Employer shall meet with and advise the Union of the proposed reduction and the jobs affected as soon as possible.

- 50:02** Layoff of Term employees will be required prior to the layoff of any regular employees. Regular employees will be laid-off in reverse order of Seniority within the classification affected unless the employer can demonstrate that to do so would adversely affect the operational requirements of the Employer.
- 50:03** All laid off employees will be placed on a reemployment list. This list shall be provided to the Union.
- 50:04** An employee on continuous lay off for a period of one (1) year shall at the end of that period be considered terminated and their name will be removed from the reemployment list.

- 50:05** (a) Employees shall be recalled in order of their seniority to their former position or any position they are qualified for. No new employee shall be hired in the classification until those laid off who are qualified for such classification have been given an opportunity for such recall.
- (b) Where an employee is identified for layoff, the Employer may identify a vacant suitable position that is at the same or equivalent classification and the same annual hours of work where the employee is deemed to have the qualifications and the ability to perform the duties. The employee may only decline if the placement requires relocation to another work location.
- (c) If no suitable placement is identified by the Employer or the employee declines the opportunity under subsection (b) the employee may exercise an option to displace into another position of same, equivalent or lower classification, subject to the following:
- (i) The Employer will create a list of potential position(s) and share it with the Union.
  - (ii) The Employee must have the qualifications and ability to perform the work of the position they are seeking to displace.
  - (iii) The incumbent with the least seniority would be displaced.
- (d) An employee who is displaced pursuant to this article shall be given notice of layoff and may, in turn exercise a displacement option as set out in this Article. The process will continue in this manner until there are no displacement opportunities.
- (e) An employee who is entitled to displace into another position in accordance with the provisions of this article may have a familiarization period in the new position. The purpose of the familiarization period is to allow the employee to become oriented to the specific duties of the position. The familiarization period is not intended to be a period

during which an employee acquires the necessary qualifications and ability to enable the employee to displace another employee.

- 50:06** Qualifications will be determined as outlined in Article 11:06 of this Agreement.
- 50:07** Where employees have been laid-off, DOCFS shall not use casual employees to do the work of the laid-off employees except:
- (a) Where the laid-off employees are not available for work; or
  - (b) In emergency situations.
- 50:08** Where an employee, including a term employee, alleges that the employee's lay-off has not been in accordance with this Agreement, the grievance procedure set forth in this Agreement shall apply except that the grievance shall be initiated at the second step of the procedure.
- 50:09** A laid off employee shall report any change of address to DOCFS without delay.
- A laid off employee who receives an offer of recall will have seven (7) working days from the date of receipt of the offer of recall, or ten (10) working days from the date the offer of recall is mailed by the Employer, whichever comes first, to contact the Employer and accept the offer.
- In the event the employee does not respond to the offer of recall within these timeframes the employee will be deemed to have declined it and will remain on the recall list and retain their seniority ranking.
- In any event, if an employee declines three (3) reasonable recall offers that employee shall be permanently removed from the recall list.
- 50:10** A "reasonable re-employment opportunity" is a position which the employee is reasonably qualified for and able to perform and which is in a location which would not require a change of residence by the employee.

## **Article 51 Resignation**

- 51:01** An employee wishing to resign shall provide the Employer with a written notice of resignation which shall specify the last day upon which the employee will perform the employee's regular duties.
- 51:02** The effective date of a resignation shall be the last day upon which an employee is present at work and performs the employee's regular duties.
- 51:03** Subject to Article 51:05 employees shall give written notice of resignation at least two (2) weeks prior to the date on which the resignation is to be effective. Notice of resignation shorter than the required two (2) weeks may only be given with the approval of the Employer.
- 51:04** An employee may, with the approval of the Employer, withdraw the notice of resignation at any time before the resignation becomes effective.
- 51:05** Where the employment of an employee terminates at the end of a specific term of employment, or on the completion of a job for which the employee was specifically employed, no notice of resignation is required.
- 51:06** Employees are required to return all materials, equipment, keys etc. belonging to the Employer at or prior to the date of resignation.

## **Article 52 Technological Change**

- 52:01** DOCFS and the Union recognize that technological change can offer significant improvements in the quality and quantity of services provided to the public.
- 52:02** For purposes of this Article, "technological change" means the introduction of equipment or material into DOCFS operations which is likely to affect the security of employees who are employed on a full-time, year-round basis.
- 52:03** DOCFS agrees that it will endeavour to introduce technological change in a manner which, as much as is practicable, will minimize the disruptive effects on services to the public and employees.

- 52:04** Where DOCFS intends to introduce technological change, the following procedure will be followed:
- (a) DOCFS will provide the Union with six (6) months' notice prior to the date the change is to be effective;
  - (b) During this period, the parties will meet to discuss the steps to be taken to assist the employees who could be affected.
  - (c) Where retraining is to be provided, it shall be provided during the employee's normal working hours except where the retraining is not available during the employee's normal working hours.
  - (d) At the request of either party, an on-site technological change implementation committee shall be established at the work location(s) affected. The Committee will consist of two (2) worker representatives and two (2) management representatives. The role of the Committee will be to facilitate the implementation of the technological change in a manner consistent with this Article.
- 52:05** 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 53 Loss of or Damage to Personal Effects**

- 53:01** Employees personal property lost or damaged as a direct result of their employment responsibilities to the Employer shall be replaced or repaired at the expenses of the employer if the employee was not negligent in the care and protection of the property.

### **Article 54 Civil Liability**

- 54:01** If an action or proceeding is brought against any employee covered by this Agreement for an alleged tort committed by the employee in the performance of the employee's duties, then:

- 54:02** (a) The employee, upon being served with any legal process, or upon receipt of any action or proceeding as hereinbefore referred to, being commenced against the employee shall advise employer of any such notification or legal process.
- (b) DOCFS shall pay any damages or costs awarded against any such employee in any such action or proceedings and all legal fees; and/or
- (c) DOCFS shall pay any sum required to be paid by such employee in connection with the settlement of any claim made against such employee if such settlement is approved by DOCFS before the same is finalized; provided the conduct of the employee which gave rise to the action did not constitute gross negligence of the employee's duty as an employee.
- (d) Upon the employee notifying DOCFS in accordance with Article 54:01(a) above, and the employee shall forthwith meet and appoint counsel that is mutually agreeable to both parties. Should the parties be unable to agree on counsel that is satisfactory to both, then DOCFS shall unilaterally appoint counsel. DOCFS accepts full responsibility for the conduct of the action and the employee agrees to co-operate fully with appointed counsel.
- 54:03** The proceeding shall also be applicable to individuals formerly employed with DOCFS in regards to an action or proceeding for an alleged tort committed by the employee in the performance of the employee's duties.

### **Article 55 Acting Status**

- 55:01** Where the Employer directs an employee employed in one (1) position to temporarily take over the duties and responsibilities of some other position having a higher grade of pay, and provided the employee takes over and continues to perform for ten (10) or more consecutive working days the duties and responsibilities of that other position, the employee shall be appointed temporarily to that other position with acting status and shall be paid at the rate of pay for that other position from the date of taking over the

duties and responsibilities of that other position until the temporary appointment is revoked. Upon the temporary appointment being revoked the employee shall, unless appointed or promoted to some other position, revert to the employee's original position and be paid at the rate of pay for the employee's original position that the employee would be paid if the employee had never held the temporary appointment.

**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, DOCFS 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.

### **Article 56    Secondments Outside of DOCFS**

**56:01** The following guidelines respecting secondments within DOCFS are attached for information purposes only.

"Secondment" means the temporary assignment or loan of employees to another organization. Secondments may be used to staff a special program, to utilize expertise to perform a certain function and/or for staff development.

"Seconded Employee" means an employee who has temporarily changed assignments due to a secondment. A seconded employee shall sign a secondment agreement that sets out the specific terms of the secondment including the classification and pay arrangements.

Upon completion of the secondment:

- (a) The employee shall return to the employee's former position and classification or to a comparable position and classification; or
- (b) The current secondment may be extended by the Employer.


In the event that during the term of the secondment, the employee's position is abolished, the employee shall be notified in accordance with the terms of Article 50 and the terms and conditions of this article shall apply.



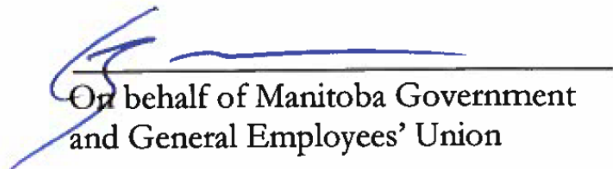
IN WITNESS WHEREOF representatives of Dakota Ojibway Child & Family Services Inc. have hereunto set their hand for and on behalf of Dakota Ojibway Child & Family Services Inc., and representatives of Manitoba Government and General Employees' Union have hereunto set their hand for and on behalf of Manitoba Government and General Employees' Union.

Signed this 26<sup>th</sup> day of May, 2023.

  
On behalf of Dakota Ojibway Child & Family Services Inc.

  
On behalf of Manitoba Government and General Employees' Union

  
On behalf of Dakota Ojibway Child & Family Services Inc.

  
On behalf of Manitoba Government and General Employees' Union

**Appendix “A” Exclusions from the Terms of the Agreement**

The parties agree that the following positions will be excluded after the date of implementation:

Executive Director

Executive Assistant to the Executive Director

Human Resource Coordinator

Human Resource Assistant

Direct Service Coordinators

Program Managers

All other staff who work on Reserve Work Locations

**Appendix “B” Casual Employees**

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

Article 1 – Interpretation

Article 4 – Application of Agreement

Article 5 – No Discrimination

Article 6 – Management Rights

Article 9 – Union Security

Article 1 – Retroactive Wages

Article 18 – Overtime

Article 19 – Holidays

- Provisions respecting 1 ½x for time worked on the listed holidays only.
- All other provisions in accordance with Employment Standards Act

Article 22 – Inclement Weather (22:02 only applies)

Article 38 – Harassment Prevention and Respectful Workplace

Article 39 – Conduct of Employees

Article 41 – Disciplinary Action

Article 42 – Grievance Procedure

Article 43 – Grievance and Arbitration Procedure

Article 45 – Employee Files

Article 53 – Loss of/or Damage to Personal Effects

Article 54 – Civil Liability

Appendix C – Privately Owned Vehicles

Appendix D – Meals and Miscellaneous Expenses

- 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.

## Appendix “C” Privately Owned Vehicles

### 1:01 Reimbursement Rates

An allowance for the use of a privately-owned vehicle, for travel on DOCFS business, when authorized by a supervisory official shall be paid.

Base Rate = \$0.55/km

## Appendix “D” Meals and Miscellaneous Expenses

### Meals – Eligibility for Claims

**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. Exceptions occur to this pattern and 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 DOCFS business before the recognized time for the start of the employee’s day’s work.

**1:02** Luncheon – an employee is expected to make arrangements to provide or purchase luncheon, or the mid-day or mid-shift meal. For many employees, either because of lack of facilities in the area of work or for general convenience or economy, luncheon is carried to work rather than purchased. Exceptions to this pattern, when cost of luncheon may be claimed, occur when:

- (a) The employee is in travel status; or
- (b) The employee is away from the employee’s normal place of work and outside the headquarter area which would cause the employee to disrupt the employee’s normal mid-day or mid-shift meal arrangements.

The inability of the employee to return to the employee’s home or residence does not constitute grounds for claim for the cost of a purchased meal.

**1:03** Dinner – an employee may only claim for the cost of a dinner meal when:

- (a) The employee is in travel status; or
- (b) The employee has been travelling on DOCFS business and not expected to arrive back to the employee’s residence before 7:00 pm, where a meal break was not taken.

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

Individual Meals April 1, 2017

Breakfast	\$14.00
Lunch	\$16.00
Dinner	\$36.00
Per Diem	\$66.00

**2:02** For each day in travel status an eligible employee may claim the Per Diem Allowance in lieu of individual meal claims to cover the cost of purchased meals.

**2:03** Where no overnight accommodation is involved only the appropriate individual expenses under Article 2:01 may be claimed.

**2:04** 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.

**Incidentals Allowance**

**3:01** An employee who is in travel status may claim an incidentals allowance for each night of \$7.00 dollars.

**3:02** The incidentals allowance covers reimbursement for all incidental expenses except as provided in Miscellaneous Expenses During Travel.

**4:01** Gratuities – No gratuities may be claimed. Allowance is made for these in either the individual meal allowances, the per diem allowances, or as part of the claim for meals during travel outside the province.

**5:01** Parking

(a) An employee may claim parking expenses as follows:

- Short-term parking, when the employee is away from the workplace; and
  - Overnight parking where it is not provided with accommodation.
- (b) Parking at an airport or other transportation terminal will only be allowed where the parking cost and the transportation costs to and from the terminal are less than the normal allowable transportation costs, i.e. limousine, taxi or bus, as available.

**5:02** Child Care

- (a) Where no other parent is available to provide care, baby-sitting expenses will be reimbursed to employees who have children that are cared for overnight up to a maximum of \$20.00.

**Accommodations**

- 6:01** Employees traveling on DOCFS business are entitled to standard hotel room accommodation with a bath when available.
- 6:02** The type, standard and cost of accommodation, and the period for which such costs may be allowed shall, in the opinion of DOCFS, be reasonable considering all relevant circumstances.
- 6:03** Private accommodation (no receipt required) shall be reimbursed at \$50.00 per night. Designated home area is not applicable. DOCFS deems that employees have only one place of residence.



### **Claims Reimbursement**

- 7:01** Claims must be submitted within forty-five (45) calendar days from the end of a month they were incurred to provide fifteen (15) calendar days (10 working days) to process the claim.
- 7:02** If this time frame is not met the expense will not be paid as the Province will not accept the claim.
- 7:03** Exceptions to not meeting the time frame would be reviewed by the Employer.

### **Travel Status**

- 8:01** “Travel Status” means absence of the employee from the employee’s headquarters area on DOCFS business involving travel and accommodation with the approval of the branch head.
- 8:02** “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.

**Memorandum of Agreement No. 1***between***Dakota Ojibway Child & Family Services Inc.***and***Manitoba Government and General Employees' Union****Re: Employment Equity**

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In accordance with DOCFS employment equity goals, the parties' commitment to non-discrimination as contained in Article 5 of this Agreement, and to the principles of employment equity, DOCFS and the Union recognize the responsibility and the need to promote equity in the employment of women, visible minorities, aboriginal 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:

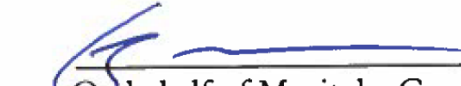
1. Employment Equity shall be applied as a factor in competitions for which there is inadequate representation of one (1) or more of the four (4) under-represented groups or for which there is a bona fide organizational need.
2. The weighting afforded Employment Equity shall be no greater than that applied to the highest weighted essential selection criterion.
3. The rating applied to 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 26<sup>th</sup> day of May, 2023.

  
On behalf of Dakota Ojibway Child &  
Family Services Inc.

  
On behalf of Manitoba Government  
and General Employees' Union

  
On behalf of Dakota Ojibway Child &  
Family Services Inc.

  
On behalf of Manitoba Government  
and General Employees' Union

**Memorandum of Agreement No. 2***between***Dakota Ojibway Child & Family Services Inc.***and***Manitoba Government and General Employees' Union****Re: Indigenous Employment Strategy**

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The parties understand and agree that Indigenous persons are currently significantly underrepresented within DOCFS, 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:

1. Maintain strategic initiatives and programs that:
  - (a) Foster mutual respect, trust, fairness, open communication, understanding and constructive intercultural relationships;
  - (b) Focus on recruiting and training of Aboriginal workers;
  - (c) Identify workplace barriers that may be discouraging or preventing Indigenous workers from entering and remaining in the workforce; and
  - (d) Facilitate the development of effective and culturally appropriate service models.
2. Promote and publicize initiatives undertaken to encourage, facilitate and support the development of a representative workforce.

Promote a workforce that contributes to an experience of cultural safety for Indigenous clients served.

To support a workforce with knowledge, skill and lived experience which makes them competent to apply a cultural service lens and to provide a culturally appropriate, differential response for families served.

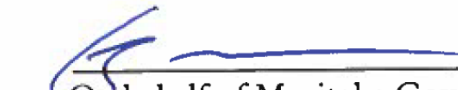
3. Orientation sessions for new employees to ensure better understanding of respectful work practices to achieve harassment free environment.
4. Implement education opportunities for all employees to promote cultural awareness of Indigenous peoples and the models, approaches and practices that best serve Indigenous children and families.

Signed this 26<sup>th</sup> day of May, 2023.

  
On behalf of Dakota Ojibway Child & Family Services Inc.

  
On behalf of Manitoba Government and General Employees' Union

  
On behalf of Dakota Ojibway Child & Family Services Inc.

  
On behalf of Manitoba Government and General Employees' Union

**Memorandum of Agreement No. 3**

*between*

**Dakota Ojibway Child & Family Services Inc.**

*and*

**Manitoba Government and General Employees' Union**

**Re: Professional Development**

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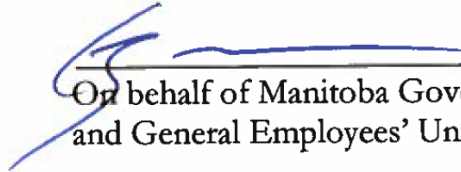
1. The parties agree that Professional development is an important and ongoing element for the provision of service to the clients of DOCFS.
2. The parties agree that an annual Professional Development will be provided to all staff.
3. The parties agree that the program is not mandatory.
4. The parties agree that staff will travel on work time to the event on the Friday of the scheduled event.
5. The parties agree that the program will be delivered on the Friday from 12 noon to 9:00 pm on the Saturday from 9:00 am to 9:00 pm and on the Sunday until 12 noon.
6. The parties agree that meals, accommodation and mileage will be paid by DOCFS. Staff will be required to use work vehicles or rental vehicles if made available by DOCFS.
7. The parties agree that the Staff development program will not be treated as work time for the purpose of payroll. The time shall be recorded for attendance and banked time purposes.
8. The parties agree that all staff participating will receive three (3) days, twenty-one (21) hours time off in lieu to be utilized at a mutually agreed time.

Signed this 26<sup>th</sup> day of May, 2023.

  
On behalf of Dakota Ojibway Child &  
Family Services Inc.

  
On behalf of Manitoba Government  
and General Employees' Union

  
On behalf of Dakota Ojibway Child &  
Family Services Inc.

  
On behalf of Manitoba Government  
and General Employees' Union

**Memorandum of Agreement No. 4**

*between*

**Dakota Ojibway Child & Family Services Inc.**

*and*

**Manitoba Government and General Employees' Union**

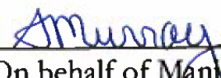
**Re: Staff Culture Camp**

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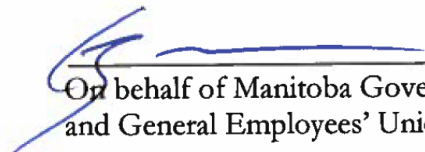
1. The parties agree that DOCFS will endeavour to hold a Cultural camp for Staff on an annual basis.
2. The parties agree that the Staff Cultural camp is not mandatory.
3. The parties agree that the camp will begin on a Friday in the morning and conclude on the following Sunday at noon.
4. The parties agree that meals, accommodation and mileage will be paid by DOCFS. Staff will be required to use work vehicles or rental vehicles if made available by DOCFS.
5. The parties agree that participation on the Saturday and Sunday will not be treated as work time for payroll purposes. The time shall be recorded for attendance and banked time purposes.
6. The parties agree that staff attending will receive three (3) twenty-one (21) hours time off in lieu of attendance at the Culture camp to be utilized at a mutually agreed time.

Signed this 26th day of May, 2023.

  
On behalf of Dakota Ojibway Child & Family Services Inc.

  
On behalf of Manitoba Government and General Employees' Union

  
On behalf of Dakota Ojibway Child & Family Services Inc.

  
On behalf of Manitoba Government and General Employees' Union



**Memorandum of Agreement No. 5**

*between*

**Dakota Ojibway Child & Family Services Inc.**

*and*

**Manitoba Government and General Employees' Union**

**Re: Travel Time**

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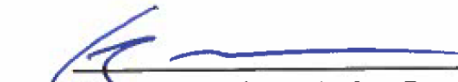
1. The parties agree that Dakota Ojibway Child and Family Services programs and services are provided to clients in numerous locations within the Province.
2. The parties agree that as a result travel outside normal working hours may be required.
3. The parties agree that time will be referred to as travel time and staff will be compensated at the applicable overtime rate.
4. The parties agree that travel less than thirty (30) minutes will be compensated as thirty (30) minutes. Time beyond thirty (30) minutes will be rounded up to one (1) hour.
5. The parties agree that this memorandum will not apply to the Memorandum of Agreement on the Staff Culture Camp and the Memorandum of Agreement on Professional Development.

Signed this 26<sup>th</sup> day of May, 2023.

  
On behalf of Dakota Ojibway Child & Family Services Inc.

  
On behalf of Manitoba Government and General Employees' Union

  
On behalf of Dakota Ojibway Child & Family Services Inc.

  
On behalf of Manitoba Government and General Employees' Union

**Memorandum of Agreement No. 6**

*between*

**Dakota Ojibway Child & Family Services Inc.**

*and*

**Manitoba Government and General Employees' Union**

**Re: Employee Paid Parking**

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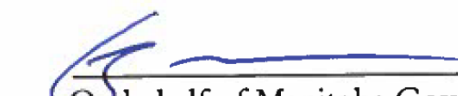
If the Employer wishes to implement paid parking in the future it must negotiate with the Union prior to its implementation.

Signed this 26<sup>th</sup> day of May, 2023.

  
On behalf of Dakota Ojibway Child &  
Family Services Inc.

  
On behalf of Manitoba Government  
and General Employees' Union

  
On behalf of Dakota Ojibway Child &  
Family Services Inc.

  
On behalf of Manitoba Government  
and General Employees' Union

**Memorandum of Agreement No. 7**

*between*

**Dakota Ojibway Child & Family Services Inc.**

*and*

**Manitoba Government and General Employees' Union**

**Re: Shift Premium, Weekend Premium, Standby**

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The parties agree that if the Employer requires an employee to:

- (a) Work regular scheduled evening/night hours of work outside of normal office hours, or;
- (b) Require employees to work regular weekend hours outside of normal office hours, or;
- (c) Require employees to be available on standby during off duty hours

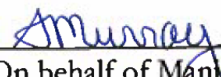
The Employer will negotiate with the MGEU prior to implementation language on:

- (a) Shift premium in the case of (a) above.
- (b) Weekend premium in the case of (b) above.
- (c) Standby in the case of (c) above.

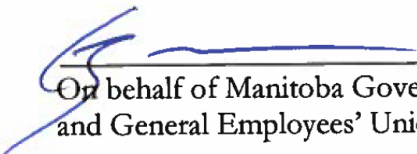
Failing to reach agreement, the matter may be referred to arbitration in accordance with Article 43.

Signed this 26<sup>th</sup> day of May, 2023.

  
On behalf of Dakota Ojibway Child & Family Services Inc.

  
On behalf of Manitoba Government and General Employees' Union

  
On behalf of Dakota Ojibway Child & Family Services Inc.

  
On behalf of Manitoba Government and General Employees' Union

**Memorandum of Agreement No. 8**

*between*

**Dakota Ojibway Child & Family Services Inc.**

*and*

**Manitoba Government and General Employees' Union**

**Re: Hours of Work – DOCFS – Drivers and Support Workers**

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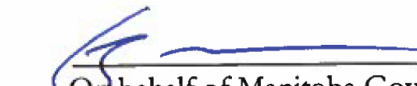
1. The parties agree that providing services to DOCFS clients is an important element of service delivery.
2. To provide service staff (Drivers, Support Workers) may be required to work outside the 8:30 am to 4:30 pm hours of work during the week and on Saturdays and Sundays as required.
3. Staff (Drivers, Support Workers) will be authorized by a supervisory authority to transport clients beyond normal working hours.
4. Staff (Drivers, Support Workers) who volunteer to work will be reimbursed on an hour for hour basis for time beyond the normal working hours.
5. The time worked will be banked and will normally be utilized for time off during the two weeks following when the time was worked.
6. Time off will be taken between the period of 8:30 am and 4:30 pm on any work day.
7. Time not used will be carried over and (6) above will apply.
8. Staff (Drivers, Support Workers) who are mandated to work will be reimbursed on an overtime basis for time beyond the normal working hours with a minimum of three (3) hours.

Signed this 26<sup>th</sup> day of May, 2023.

  
On behalf of Dakota Ojibway Child &  
Family Services Inc.

  
On behalf of Manitoba Government  
and General Employees' Union

  
On behalf of Dakota Ojibway Child &  
Family Services Inc.

  
On behalf of Manitoba Government  
and General Employees' Union

**Memorandum of Agreement No. 9**

*between*

**Dakota Ojibway Child & Family Services Inc.**

*and*

**Manitoba Government and General Employees' Union**

**Re: Employment of Part Time Employees**

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The parties agree that if the Employer requires a change in employment whereby the Employer determines that Part Time employees will be required:

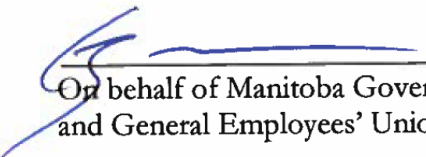
- (a) The Employer will provide sixty (60) days notice to the Union.
- (b) During the notice period the parties will meet to negotiate the terms and conditions under which the part time employees will be employed.
- (c) Failing to reach agreement, the matter may be referred to arbitration in accordance with Article 43.

Signed this 26<sup>th</sup> day of May, 2023.

  
On behalf of Dakota Ojibway Child &  
Family Services Inc.

  
On behalf of Manitoba Government  
and General Employees' Union

  
On behalf of Dakota Ojibway Child &  
Family Services Inc.

  
On behalf of Manitoba Government  
and General Employees' Union

## Salary Schedule

POSITION	March 27, 2021 to March 31, 2022				April 1, 2022 to March 31, 2023			
	Annual	YoY Inc	Bi-Weekly	Hourly	Annual	YoY Inc	Bi-Weekly	Hourly
<b>MGEU - Social Services Worker 5 - SP5</b>								
SP5-1	64,322.70	1.65%	2,473.95	35.34	65,609.18	2.00%	2,523.43	36.05
SP5-2	66,684.02	1.65%	2,564.77	36.64	68,017.82	2.00%	2,616.07	37.37
SP5-3	69,513.60	1.65%	2,673.60	38.19	70,903.82	2.00%	2,727.07	38.96
SP5-4	71,997.38	1.65%	2,769.13	39.56	73,437.26	2.00%	2,824.51	40.35
SP5-5	74,806.16	1.65%	2,877.16	41.10	76,302.20	2.00%	2,934.70	41.92
SP5-6	77,696.32	1.65%	2,988.32	42.69	79,250.34	2.00%	3,048.09	43.54
SP5-7	80,831.14	1.65%	3,108.89	44.41	82,447.82	2.00%	3,171.07	45.30
SP5-8	83,905.12	1.65%	3,227.12	46.10	85,583.16	2.00%	3,291.66	47.02
SP5-9	87,324.38	1.65%	3,358.63	47.98	89,070.80	2.00%	3,425.80	48.94
<b>MGEU - Social Services Worker 4 - SP4</b>								
SP4-1	55,712.54	1.65%	2,142.79	30.61	56,826.90	2.00%	2,185.65	31.22
SP4-2	57,727.54	1.65%	2,220.29	31.72	58,882.20	2.00%	2,264.70	32.35
SP4-3	59,722.78	1.65%	2,297.03	32.81	60,917.22	2.00%	2,342.97	33.47
SP4-4	61,901.06	1.65%	2,380.81	34.01	63,139.18	2.00%	2,428.43	34.69
SP4-5	64,160.20	1.65%	2,467.70	35.25	65,443.30	2.00%	2,517.05	35.96
SP4-6	66,459.90	1.65%	2,556.15	36.52	67,789.02	2.00%	2,607.27	37.25
SP4-7	68,944.20	1.65%	2,651.70	37.88	70,322.98	2.00%	2,704.73	38.64
SP4-8	71,712.42	1.65%	2,758.17	39.40	73,146.58	2.00%	2,813.33	40.19
SP4-9	74,460.10	1.65%	2,863.85	40.91	75,949.38	2.00%	2,921.13	41.73
SP4-10	77,269.14	1.65%	2,971.89	42.46	78,814.58	2.00%	3,031.33	43.30

**MGEU - Social Services Worker 3 - SP3**

SP3-1	50,501.36	1.65%	1,942.36	27.75	51,511.46	2.00%	1,981.21	28.30
SP3-2	52,353.60	1.65%	2,013.60	28.77	53,400.62	2.00%	2,053.87	29.34
SP3-3	54,124.98	1.65%	2,081.73	29.74	55,207.36	2.00%	2,123.36	30.33
SP3-4	56,139.98	1.65%	2,159.23	30.85	57,262.66	2.00%	2,202.41	31.46
SP3-5	58,256.90	1.65%	2,240.65	32.01	59,421.96	2.00%	2,285.46	32.65
SP3-6	60,414.64	1.65%	2,323.64	33.19	61,622.86	2.00%	2,370.11	33.86
SP3-7	62,572.38	1.65%	2,406.63	34.38	63,823.76	2.00%	2,454.76	35.07
SP3-8	65,055.64	1.65%	2,502.14	35.74	66,356.68	2.00%	2,552.18	36.46

**MGEU - Social Services Worker 2 - SP2**

SP2-1	46,308.08	1.65%	1,781.08	25.44	47,234.20	2.00%	1,816.70	25.95
SP2-2	47,915.92	1.65%	1,842.92	26.33	48,874.28	2.00%	1,879.78	26.85
SP2-3	49,525.06	1.65%	1,904.81	27.21	50,515.66	2.00%	1,942.91	27.76
SP2-4	51,315.94	1.65%	1,973.69	28.20	52,342.16	2.00%	2,013.16	28.76
SP2-5	53,107.08	1.65%	2,042.58	29.18	54,169.18	2.00%	2,083.43	29.76
SP2-6	55,040.96	1.65%	2,116.96	30.24	56,141.80	2.00%	2,159.30	30.85



POSITION	March 27, 2021 to March 31, 2022				April 1, 2022 to March 31, 2023			
	Annual	YoY Inc	Bi-Weekly	Hourly	Annual	YoY Inc	Bi-Weekly	Hourly
<b>MGEU - Social Services Worker 1 - SP1</b>								
SP1-1	44,008.12	1.65%	1,692.62	24.18	44,888.22	2.00%	1,726.47	24.66
SP1-2	45,311.50	1.65%	1,742.75	24.90	46,217.86	2.00%	1,777.61	25.39
SP1-3	46,716.28	1.65%	1,796.78	25.67	47,650.72	2.00%	1,832.72	26.18
SP1-4	48,201.14	1.65%	1,853.89	26.48	49,165.22	2.00%	1,890.97	27.01
SP1-5	49,769.20	1.65%	1,914.20	27.35	50,764.48	2.00%	1,952.48	27.89
SP1-6	51,377.56	1.65%	1,976.06	28.23	52,405.08	2.00%	2,015.58	28.79
<b>Driver 2 / Case Aid</b>								
DCA2-1	35,501.70	1.65%	1,365.45	19.51	36,211.76	2.00%	1,392.76	19.90
DCA2-2	36,662.60	1.65%	1,410.10	20.14	37,395.80	2.00%	1,438.30	20.55
DCA2-3	37,908.26	1.65%	1,458.01	20.83	38,666.42	2.00%	1,487.17	21.25
DCA2-4	39,273.78	1.65%	1,510.53	21.58	40,059.24	2.00%	1,540.74	22.01
DCA2-5	40,567.54	1.65%	1,560.29	22.29	41,379.00	2.00%	1,591.50	22.74
DCA2-6	42,029.78	1.65%	1,616.53	23.09	42,870.36	2.00%	1,648.86	23.56
<b>Driver 1</b>								
DCA1-1	26,894.92	1.65%	1,034.42	14.78	27,432.86	2.00%	1,055.11	15.07
DCA1-2	27,740.44	1.65%	1,066.94	15.24	28,295.28	2.00%	1,088.28	15.55
DCA1-3	28,562.56	1.65%	1,098.56	15.69	29,133.78	2.00%	1,120.53	16.01
DCA1-4	29,478.28	1.65%	1,133.78	16.20	30,067.96	2.00%	1,156.46	16.52
DCA1-5	30,277.00	1.65%	1,164.50	16.64	30,882.54	2.00%	1,187.79	16.97
DCA1-6	33,589.14	1.65%	1,291.89	18.46	34,260.98	2.00%	1,317.73	18.82

Position	March 27, 2021 to March 31, 2022				April 1, 2022 to March 31, 2023			
	Annual	YoY Inc	Bi-Weekly	Hourly	Annual	YoY Inc	Bi-Weekly	Hourly
<b>Administrative Assistant 2</b>								
AA2-1	48,547.98	1.65%	1,867.23	26.67	49,518.82	2.00%	1,904.57	27.21
AA2-2	49,931.96	1.65%	1,920.46	27.44	50,930.62	2.00%	1,958.87	27.98
AA2-3	51,417.08	1.65%	1,977.58	28.25	52,445.38	2.00%	2,017.13	28.82
AA2-4	52,985.40	1.65%	2,037.90	29.11	54,045.16	2.00%	2,078.66	29.70
AA2-5	54,634.32	1.65%	2,101.32	30.02	55,727.10	2.00%	2,143.35	30.62
AA2-6	56,303.26	1.65%	2,165.51	30.94	57,429.32	2.00%	2,208.82	31.55
<b>Administrative Assistant 1</b>								
AA1-1	43,432.22	1.65%	1,670.47	23.86	44,300.88	2.00%	1,703.88	24.34
AA1-2	44,531.24	1.65%	1,712.74	24.47	45,421.74	2.00%	1,746.99	24.96
AA1-3	45,696.82	1.65%	1,757.57	25.11	46,610.72	2.00%	1,792.72	25.61
AA1-4	46,914.14	1.65%	1,804.39	25.78	47,852.48	2.00%	1,840.48	26.29
AA1-5	48,158.24	1.65%	1,852.24	26.46	49,121.28	2.00%	1,889.28	26.99
AA1-6	49,478.78	1.65%	1,903.03	27.19	50,468.34	2.00%	1,941.09	27.73
<b>Administrative Secretary 2</b>								
AS2-1	45,880.90	1.65%	1,764.65	25.21	46,798.44	2.00%	1,799.94	25.71
AS2-2	47,102.90	1.65%	1,811.65	25.88	48,044.88	2.00%	1,847.88	26.40
AS2-3	48,262.76	1.65%	1,856.26	26.52	49,228.14	2.00%	1,893.39	27.05
AS2-4	49,484.24	1.65%	1,903.24	27.19	50,473.80	2.00%	1,941.30	27.73
AS2-5	50,909.04	1.65%	1,958.04	27.97	51,927.20	2.00%	1,997.20	28.53
AS2-6	52,272.74	1.65%	2,010.49	28.72	53,318.20	2.00%	2,050.70	29.30

**Administrative Secretary 1**

AS1-1	41,972.84	1.65%	1,614.34	23.06	42,812.38	2.00%	1,646.63	23.52
AS1-2	43,153.50	1.65%	1,659.75	23.71	44,016.70	2.00%	1,692.95	24.19
AS1-3	44,334.42	1.65%	1,705.17	24.36	45,221.02	2.00%	1,739.27	24.85
AS1-4	45,515.08	1.65%	1,750.58	25.01	46,425.34	2.00%	1,785.59	25.51
AS1-5	46,735.52	1.65%	1,797.52	25.68	47,670.22	2.00%	1,833.47	26.19
AS1-6	48,026.42	1.65%	1,847.17	26.39	48,986.86	2.00%	1,884.11	26.92

**Clerk Typist 3-CT3**

CT3-1	39,774.02	1.65%	1,529.77	21.85	40,569.62	2.00%	1,560.37	22.29
CT3-2	40,873.04	1.65%	1,572.04	22.46	41,690.48	2.00%	1,603.48	22.91
CT3-3	41,930.98	1.65%	1,612.73	23.04	42,769.48	2.00%	1,644.98	23.50
CT3-4	43,112.68	1.65%	1,658.18	23.69	43,974.84	2.00%	1,691.34	24.16
CT3-5	44,252.52	1.65%	1,702.02	24.31	45,137.56	2.00%	1,736.06	24.80
CT3-6	45,494.54	1.65%	1,749.79	25.00	46,404.54	2.00%	1,784.79	25.50

**Clerk Typist 2-CT2**

CT2-1	33,708.22	1.65%	1,296.47	18.52	34,382.40	2.00%	1,322.40	18.89
CT2-2	34,563.10	1.65%	1,329.35	18.99	35,254.44	2.00%	1,355.94	19.37
CT2-3	35,439.30	1.65%	1,363.05	19.47	36,148.06	2.00%	1,390.31	19.86
CT2-4	36,456.16	1.65%	1,402.16	20.03	37,185.20	2.00%	1,430.20	20.43
CT2-5	37,392.42	1.65%	1,438.17	20.55	38,140.18	2.00%	1,466.93	20.96
CT2-6	38,451.40	1.65%	1,478.90	21.13	39,220.48	2.00%	1,508.48	21.55

**Clerk Typist 1 - CT1**

CT1-1	28,376.66	1.65%	1,091.41	15.59	28,944.24	2.00%	1,113.24	15.90
CT1-2	30,655.04	1.65%	1,179.04	16.84	31,268.12	2.00%	1,202.62	17.18
CT1-3	31,428.54	1.65%	1,208.79	17.27	32,057.22	2.00%	1,232.97	17.61
CT1-4	32,120.92	1.65%	1,235.42	17.65	32,763.38	2.00%	1,260.13	18.00
CT1-5	33,137.78	1.65%	1,274.53	18.21	33,800.52	2.00%	1,300.02	18.57
CT1-6	34,055.06	1.65%	1,309.81	18.71	34,736.26	2.00%	1,336.01	19.09