

Collective Agreement

between

Family Dynamics Inc. Office Staff

and

Manitoba Government and General Employees' Union

Local 212

October 1, 2016 - September 30, 2018

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*All changes appear in **bold**.

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Preamble

Whereas it is the desire of both parties to this Agreement to:

- **Maintain and improve harmonious relations between the Employer and the Union;**
- **Promote cooperation and understanding between the Employer and the Union;**
- **Recognize the mutual value of joint discussion in all matters related to the terms and conditions herein;**
- **Negotiate with respect to compensation and working conditions for employees in the bargaining unit;**
- **Encourage efficiency and safety in operations;**
- **Provide a high quality of service to the public; and**
- **Promote the morale, well-being and safety of all employees in the bargaining unit.**

Article 1 Interpretation

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

- (a) “Casual Employee” means an employee who is employed on an irregular and unscheduled basis. A casual employee is not covered by this Agreement;
- (b) “Dismissal” means the removal of an employee for disciplinary reasons from a position of employment for just cause. Dismiss and dismissed shall have corresponding meanings;
- (c) “Employee” means a person who is employed by the Agency within the scope of this Agreement;
- (d) “Executive Director” means the Executive Director of the Agency, or the Acting Executive Director, as the case may be;

- (e) “Full-time Employee” means an employee who regularly works **seven (7) hours per day and thirty-five (35)** hours per week;
- (f) “Independent or self-employed contractors” are not employees and are not included in this Agreement;
- (g) “Managers” for the purpose of this Agreement are those employees outside the Bargaining Unit who are department heads;
- (h) “Meritorious” means meeting Agency work performance guidelines;
- (i) “Part-time Employee” means an employee who is scheduled to work less than **seven (7) hours per day and thirty-five (35)** hours per week on a regular and recurring basis;
- (j) “Position” means a position of employment with the Agency which is in the Bargaining Unit;
- (k) “Professional Employees” for the purpose of this Agreement are all those employees in the Bargaining Unit whose **salary and classification is consistent with the “professional series”**;
- (l) “Support Employees” for the purpose of this Agreement are all employees in the Bargaining Unit whose **salary and classification is consistent with the “administration series”**;
- (m) “Term Employee” means an employee hired for a specific period of time, greater than four (4) months, or for the completion of a specific job, or until the occurrence of a specific event. A term employee is not covered by this Collective Agreement unless the employment period exceeds the four (4) month full-time equivalent duration, however the total duration outside the Agreement will not exceed six (6) calendar months. Term employees have no layoff or recall rights. A term employee employed by the Employer for a period of twelve (12) continuous months shall be referred to as “permanent status” for the purpose of benefits only. 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 term employee is not filling in for a regular status employee who is on leave or otherwise not filling the position on a temporary basis, and where the position is in an ongoing funded program, the Agency will convert the employee to regular status;

- (n) “Temporary Vacancy” – a vacancy of four (4) months or less full time equivalent. These vacancies may be filled through the use of casual staff or as per Article 43 – Temporary Pay. Any vacancy greater than four (4) months and which may involve a pay increase due to reclassification will be posted.
- (o) “Union Officer” means an employee appointed or elected by the Union who is authorized to represent the Union, an employee, or both, in the handling of grievances or matters pertaining to this Agreement;
- (p) “Volunteers/Students” are not employees and are not covered by this Agreement, but are recognized as necessary and valuable contributors to Agency functioning.
- (q) A program shall be considered to be an ongoing funded program when it is funded through a multi-year funding agreement, or once funding has been approved for three (3) or more consecutive years, or when a program referred to as a “Pilot Project” has been converted to an ongoing program and has had funding approved for three (3) or more consecutive years.

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

Article 2 Application of the Agreement

2:01 This Agreement shall apply to those employees of the Agency within the Bargaining Unit defined in Certificate Number MLB - 5856 issued by the

Manitoba Labour Board dated July 31, 2001, revised July 24, 2013 to reflect the name change from Family Services of Winnipeg Inc. to Family Dynamics Inc.

Article 3 Recognition and Scope of Bargaining Agent

- 3:01** The Agency recognizes the Union as the sole bargaining agent for all employees covered by this Agreement.
- 3:02** The Agency recognizes the right of the Union in all matters pertaining to any revision in any form of this Agreement.
- 3:03** The parties shall submit any and all proposals for any revision of this Agreement in writing, each to the other.
- 3:04** No employee will be required to make any written or verbal agreement which conflicts with the terms of this Agreement.
- 3:05** In performing its role under this agreement, the Union shall act reasonably, fairly, in good faith and in a manner consistent with the agreement as a whole.

Article 4 Union Business

- 4:01** 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 his or her manager for his or her approval. The Union will also provide a copy of the written request to the **Manager of Human Resources**.
 - (b) Requests for leave shall be made with reasonable advance notice of at least ten (10) working days and shall be granted only where operational requirements permit. Where special or unusual circumstances prevent compliance with the ten (10) working days' notice, the request shall be considered and shall not be unreasonably denied.

- (c) Where such leave of absence has been granted the Union shall reimburse the Agency one hundred percent (100%) of the wages and to provide additional ten percent (10%) for benefit costs paid to such employees during the approved absence.
- 4:02** (a) For time spent with Agency representatives during negotiations the Union will be allowed to have no more than two (2) employees present at each bargaining session. The Union shall reimburse the Agency fifty percent (50%) of the wages paid to such employees for each bargaining session during working hours. Reasonable time will also be spent performing these functions during non-working hours.
- (b) The Union shall pay fifty percent (50%) of the cost of expenses, such as room rentals, for the purpose of negotiations.
- (c) Prior to the commencement of negotiations, the Union shall supply the Agency with a list of employees on the negotiating committee. Dependent upon operational requirements, requested leave for such employees shall not be unreasonably denied.
- (d) The total number of employees referred to in (a) above may be changed provided any additional employees are on leave without pay or on wage recovery as per Section :01 (c).
- 4:03** Where an employee is hired, the Employer shall introduce the employee to a Union Officer and provide up to thirty (30) minutes during normal working time for the purpose of acquainting the new employee with the Union.

Article 5 Bulletin Boards

- 5:01** The Agency agrees to allow the Union the use of space on existing bulletin boards for the purpose of posting Union information provided such information posted does not contain anything that is adverse to the interests of the Agency.

Article 6 Rights of Union Officers

- 6:01** “Union Officer” means an employee elected or appointed by the Union who is authorized to represent the Union, an employee or both.
- 6:02** The Agency recognizes the Union’s right to select Officers to represent employees.
- 6:03** The Union shall determine the number of Officers and the jurisdiction of each Officer having regard to the plan or organization, the distribution of employees at the workplace, and the administrative structure implied by the Grievance Procedure. The number of Officers shall not exceed four (4).
- 6:04** **The Union agrees to provide the Employer with a list of Union Officers and any subsequent changes as soon as practicable.**
- 6:05** Union Officers and employees shall not conduct Union business during their working time **except as provided in Article 4:03, 6:06 and 6:07 herein.**
- 6:06** The duties of the Union Officers shall be to investigate complaints of an urgent nature and to investigate and present grievances in accordance with the Grievance Procedure.
- 6:07** For complaints of an urgent nature, a Union Officer shall first obtain the permission of his or her manager before leaving work to investigate such complaints with the employee and the manager or departmental official concerned. Such permission shall not be unreasonably sought or withheld. On resuming his or her normal duties, the Union Officer shall notify his or her manager.
- 6:08** When it is necessary for a Union Officer to investigate a complaint or grievance during working hours, no deduction in salary shall be made from the Union Officer or employee concerned, provided that each has obtained approval from their manager for the time required to deal with the complaint or grievance. On resuming their duties, the Union Officer and employee shall notify their manager(s).

Article 7 Union Security

- 7:01** By reason of existing legislation, each and every employee who comes under the scope of this Agreement shall have an amount equal to the current Union dues deducted by the Agency from each pay, whether he is a member of the Union or not. Such dues shall be forwarded to the Union monthly, together with a list of the names of employees from whom deductions have been made and the amounts of such deductions.
- 7:02** The Union shall notify the Agency in writing of any changes in the amount of dues at least two (2) months prior to the end of the pay period in which the deductions are to be made.
- 7:03** The Union agrees to indemnify and save the Agency harmless against any claim or liability arising out of the application of this Article.
- 7:04** For new employees, payroll deductions as set out in :01 hereof shall become effective from the start of the pay period immediately following the commencement of employment.
- 7:05** When an Income Tax (T-4) slip is made available it shall indicate the amount of dues paid to the Union by the employee in the previous year.

Article 8 Management Rights

- 8:01** Except where expressly abridged, delegated, or modified by a specific provision of this Agreement, the Union expressly agrees and recognizes that the Agency has the sole and exclusive right, power and authority to manage its operations in all respects.
- 8:02** In administering this agreement, the Agency shall act reasonably, fairly, in good faith, and in a manner consistent with the agreement as a whole.

Article 9 No Discrimination

9:01 The parties hereto agree that there will be no discrimination by the Agency or the Union in accordance with the Manitoba Human Rights Code.

Article 10 Medical Fitness

10:01 At the request of the Agency, an employee may be required to have a medical examination from a duly qualified medical practitioner acceptable to the Agency and the Agency reserves the right to request information from the medical practitioner:

- (a) To attest to an employee's fitness to resume her full duties;
- (b) To substantiate any claim of sick leave where the Agency has reasonable grounds to question the validity of a claim.

The Agency shall pay for such reasonable costs of the medical examination if such costs are not covered by Manitoba Health.

Article 11 Probation

11:01 New full-time employees in the bargaining unit shall be on probation for a period of twenty-four (24) weeks. The probation period may be extended for a period of twelve (12) weeks.

11:02 New part-time employees in the bargaining unit shall be on probation for a period of thirty-six (36) weeks. This period may be extended for a period of twelve (12) weeks. Article 9:04 shall apply to part-time employees.

11:03 An employee shall be notified in writing of any extension of the probation period prior to the expiry of the initial probation period. A meeting may be held with the employee to discuss the extension. The employee has the option to have a representative present.

11:04 An employee who is rejected during probation 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 Executive Director shall hold a hearing to discuss the grievance with the employee and his representative. The decision at Step 2 shall be final for such grievances and not subject to Arbitration.

Article 12 Payment of Wages and Allowances

- 12:01** An employee who does not work during every working day in the pay period and by reasons thereof is not entitled to be paid an amount equal to the pay period salary, is entitled to be paid an hourly rate of pay for his position at his step multiplied by a number comprising the number of hours actually worked in that period plus any holiday or holidays in that period for which the employee is eligible. The hourly rate of pay shall be calculated by dividing the pay period rate by the number of normal working hours in the pay period and rounding the result to the nearest cent.
- 12:02** The minimum wages payable to any employee in his respective classification shall be those set forth in Schedule "A" attached hereto and forming part of this Agreement. At the time of hiring each new employee shall be advised in writing of his starting classification and level.
- 12:03** On each pay day, each employee shall be provided with an itemized statement of her wages, overtime and other supplementary pay and deductions.

Article 13 Merit Increases

- 13:01** An employee is eligible to be moved one step forward on the salary scale within his current classification on his anniversary or reclassification date, **prorated for part-time employees**, if his work performance is deemed to be meritorious in accordance with the Agency's performance appraisal guidelines as judged by his manager.
- 13:02** Should an employee not be granted a merit increase in recognition of meritorious work performance as mentioned in :01 and :02 hereof, the employee shall have the right to resort to the grievance procedure.

13:03 The effective date for an employee's merit increase shall be the actual day that it is earned as outlined in :01 and :02 hereof regardless of where this may fall in the pay period.

Article 14 Secondary Employment

14:01 The professional employee shall at all times maintain a professional primary employment relationship with the Agency, and is thereby prohibited from secondary related employment except with the express written approval of the Executive Director.

Article 15 Hours of Work

15:01 Regular hours of work for all full-time support employees shall be:

- (a) Seven (7) hours per day;
- (b) Thirty-five (35) hours per week.

15:02 Regular hours of work in accordance with 13:01 (a) shall be deemed to:

- (a) Include two (2) rest periods of fifteen (15) minutes each per day to be taken at such times as not to disrupt work;
- (b) Exclude a meal period of one (1) hour to be taken as close to mid-day as possible.

15:03 Days of work for full-time support employees shall be Monday to Friday inclusive except where it is necessary to provide service to the clients. Any variation shall be subject to mutual discussion.

15:04 Hours of work for full-time professional staff shall average seventy (70) hours, excluding meal periods, every two (2) weeks and shall be such as are required to fully discharge the employee's professional responsibilities to the Agency as determined by the assigned workload. **Normal hours of work shall be Monday to Friday.**

- 15:05** Employees shall be allowed to adjust their normal hours of work and to bank the extra hours as special flex time up to a maximum of five (5) days per year for full-time employees and pro-rated for part-time employees and such time shall be taken at a time and in a manner as mutually agreed between the employee and the Agency.
- 15:06** If an employee is required to make a home visit on a Saturday or Sunday, they shall be compensated with a minimum of three (3) hours.

Article 16 Overtime

- 16:01** A full-time professional employee who actually works in excess of the hours set out in 13:04 hereof, shall be compensated by equivalent time off at straight time rates. Such compensating time off shall be granted within ninety (90) days of the date of the excess hours worked unless otherwise agreed upon by management and employee. The Agency shall keep a record of regular hours worked and overtime separately. Written records of overtime must be given to the Manager within three (3) days of occurrence.
- 16:02** A full-time support employee who is authorized to and actually works in excess of the hours per week set out in 13:01 hereof, shall be compensated by equivalent time off at time and one-half. Such compensating time off shall be granted within ninety (90) days of the date of the excess hours worked unless otherwise agreed upon by the manager and employee.
- 16:03** **Applicable to Support Employees Only**
Overtime shall mean all time worked in excess of the regular daily or weekly hours as set out in 13:01. Overtime must be authorized by a manager.
- 16:04** **Applicable to Support Employees Only**
When the Agency, because of work demand, is unable to grant a request by a support employee for equivalent time off at overtime rates as set out in 14:02, the support employee shall be entitled to be compensated at time and one-half; and arrangement for such payment shall be made within ninety (90) days unless otherwise agreed between the manager and the employee.

16:05 A part-time employee shall only be eligible for overtime payment after working the full prescribed daily or weekly hours of work as specified in Article 13 hereof.

16:06 There shall be no pyramiding of overtime or premiums and therefore overtime shall not be compensated for under more than one article of this Agreement.

Article 17 Length of Service

17:01 **Length of service:**

- (a) Is defined by calculating the actual number of paid, full-time or equivalent years of employment with the agency which shall include:
 - (i) All paid time excluding overtime;
 - (ii) Leaves without pay to a maximum accumulation of thirty (30) working days in a calendar year;
 - (iii) Periods of maternity, parental or adoptive leave;
 - (iv) Periods of time where an employee is absent by reason of illness or injury incurred during the performance of their duties;
 - (v) All paid term time.
- (b) Shall be lost when an employee:
 - (i) Resigns;
 - (ii) Retires;
 - (iii) Is dismissed and not reinstated;
 - (iv) Dies;
 - (v) Is permanently laid off;
 - (vi) Is terminated at the expiry of his or her term of employment;
- (c) Shall be retained but shall not accrue during:

- (i) Approved educational leave to a maximum of one (1) year;
- (ii) Any sick leave without pay necessary to satisfy the elimination period of the Long Term Disability Plan;
- (iii) When on temporary layoff for a period of twelve (12) months;
- (iv) A period of twelve (12) months following the end of a specific term of employment.

17:02 The Employer agrees to provide to the Union once annually a listing of all employees indicating current classification, start date and length of service by January 15th of each year.

Article 18 Layoff and Recall

18:01 In the event of new structure or economic restraint the Agency shall consider alternative terms of employment including job sharing and/or reduced hours of work.

18:02 Where reduction of personnel is deemed to be necessary by the Agency, employees shall be laid off subject to consideration of length of service, qualifications, reliability and prior work performance.

18:03 The Agency shall give the employee written notice of the date upon which he is to be laid off at least four (4) weeks before the date on which he is to be laid off, and to the extent that such minimum notice is not given the employee shall receive pay in lieu thereof.

18:04 Laid off, employees shall be recalled after consideration of length of service, qualifications, reliability and prior work performance. Such employees shall have recall rights for twelve (12) months.

18:05 Where layoff is permanent, employees shall not be recalled. An employee with five (5) or more years of continuous employment who is permanently laid off shall be paid one (1) week's pay for each complete year of continuous

employment (pro-rated for part-time employment). The total payment shall not exceed fifteen (15) weeks pay.

In the event the Employer must cease the operation of **any of its** programs, and must, as a result, permanently layoff these employees, the total amount payable to each eligible employee under this Article shall not exceed ten (10) weeks pay.

18:06 The employee is required to inform the Agency of their current address **and report any change of address without delay**. Notification of recall following a layoff shall be sent by certified letter to the last reported address of the employee. An employee who is recalled from layoff shall be required to indicate within **ten (10) working days from the date the offer of recall is mailed by the Employer**, her intention to return to work. The employee shall be required to return to work within fourteen (14) calendar days whenever possible, but in any case within thirty (30) calendar days of such notification.

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.

Article 19 Vacancies and Change in Employee Status

19:01 When a vacancy, other than a temporary vacancy occurs or a new position is created within the bargaining unit, the Agency shall post such vacancy or new position for a period of ten (10) working days to enable employees to apply. Such postings shall include the date of the posting, the required qualifications, the rate of pay and the closing date of the posting.

19:02 (a) Where more than one (1) employee in the bargaining unit applies for the same position, the applicant whose performance, qualifications and reliability to perform the work are judged by the Agency to be the highest, shall be awarded the position. Length of service shall be given consideration.

- (b) A successful internal applicant for a bargaining unit position shall have the right to return to their former position during her trial period, which shall be a maximum of sixty (60) working days. If an employee's former position is not available, she shall be placed in a position consistent with her qualifications and at her former rate of pay within the bargaining unit.
- 19:03** No employee shall be promoted to a position outside the bargaining unit without her written consent. An employee shall have the right to return and the Agency shall have the right to return the employee to a position in the bargaining unit during her trial period, which shall be a maximum of sixty (60) working days. If an employee returns to the bargaining unit, she shall be placed in a position consistent with her qualifications and at her former rate of pay.
- 19:04** An employee who is notified that he is an unsuccessful applicant for a vacant position shall be supplied with the reasons for non-acceptance within ten (10) working days of making a written request to the **Human Resources Manager**. Such a request shall be made within ten (10) working days of receipt of the notification that he was an unsuccessful applicant.
- 19:05** Nothing contained herein shall restrict the Agency from advertising for a position outside of the bargaining unit; or from considering applications for a position from outside of the bargaining unit. Although where qualified members of the bargaining unit have applied and are considered by the Agency to be equivalent to other applicants in their qualifications, reliability and prior work performance they shall be given preference.
- 19:06** If a bargaining unit employee accepts a term position within the bargaining unit, they shall have the right to return to their former position, classification and rate of pay upon the expiration of the term position. Seniority will be maintained and will accrue while in the term position. Article 17:02(b) shall apply to any such successful candidates.

Article 20 Resignations

- 20:01** An employee wishing to resign shall provide the Agency with a written notice of resignation which shall specify the last date upon which the employee will be present at work and perform his regular duties.
- 20:02** The effective date of a resignation shall be the last day upon which an employee is present at work and performs his regular duties.
- 20:03** An employee may terminate her employment with the Agency with written notice based on her period of employment. If she is employed less than one (1) year, one (1) weeks' notice is required. If she is employed more than one (1) year, then two (2) weeks' notice is required. Notice will be exclusive of vacation.
- 20:04** An employee may, with the approval of the Agency, withdraw his notice of resignation at any time before his resignation becomes effective.

Article 21 Termination of Employment

- 21:01** (a) Subject to :03 hereof, the Agency shall give each employee who is to be terminated written notice of termination at least four (4) weeks before the date on which his termination is to be effective, and to the extent that such minimum notice is not given the employee shall receive pay in lieu thereof;
- (b) If the employee has at least five (5) years and less than ten (10) years of service, the notice referred to above shall be six (6) weeks, and
- (c) If the employee has at least ten (10) years of service the notice referred to above shall be eight (8) weeks.
- 21:02** A term employee who is to be terminated prior to the expected expiry date of their term of employment shall be given four (4) weeks' notice.
- 21:03** Subsection :01 hereof does not apply to an employee who is dismissed for just cause or who has abandoned his position.

Article 22 Disciplinary Action

- 22:01** An employee shall only be disciplined for just cause.
- 22:02** A hearing may be held with an employee prior to making a determination to suspend or dismiss an employee. The employee has the option to have a representative present.
- 22:03** Where a written report recommending disciplinary action is to be placed on an employee's file, the employee shall be given an opportunity to sign the report indicating he or she has read it. Upon signing the employee shall receive a copy of such a report.
- 22:04** Where disciplinary action has been taken, the employee shall be advised in writing of the disciplinary action and the circumstances and actions which made the disciplinary action necessary. The employee shall sign a copy only to acknowledge its receipt and shall retain a copy.
- 22:05** An employee who wishes to grieve any disciplinary action shall do so according to the Grievance Procedure. Grievances concerning demotion, suspension or dismissal shall be initiated at Step 2 of the Grievance Procedure.

Article 23 Grievance Procedure

- 23:01** The parties to this Agreement recognize the desirability for resolution of grievances through an orderly process without stoppage of work or refusal to perform work.
- 23:02** 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 Union Officer present at such a discussion. When a grievance cannot be presented in person at any step, it may be transmitted by registered mail.

23:03 A grievance is defined as a complaint in writing concerning the application, interpretation or alleged violation of this Agreement, **the dismissal, suspension, demotion, or written reprimand of an employee.**

If the grievance affects a large segment of employees, then the grievance shall start at Step 2.

23:04 The steps in the grievance procedure will be as follows:

Step 1

Within ten (10) working days following the date on which the employee first became aware of the action or circumstances giving rise to the grievance, the employee and/or his representative shall present the signed grievance in writing to the **Human Resources Manager or designate** stating the redress requested.

The **Human Resources Manager** shall **sign for receipt of the grievance and if the nature of the grievance is such that the Human Resources Manager or designate is authorised to deal with the grievance, the Human Resources Manager or designate shall** issue his decision in writing to the employee **and the Union** within ten (10) working days of the receipt of the grievance.

The Human Resources Manager or designate may hold a meeting to discuss the grievance with the employee and the employee's representative before giving a decision on the grievance.

If the nature of the grievance is such that a decision cannot be given below a particular level of authority, the Human Resources Manager or designate shall forward the grievance to the Executive Director and so inform the employee and the Union.

Step 2

If the grievance is not satisfactorily resolved at Step 1, the **Union** shall have the right to refer the grievance to the Executive Director **or designate** within ten (10) working days of the receipt of the decision from Step 1.

The Executive Director **or designate** shall **sign for receipt of the grievance and** issue a decision in writing to the employee and the Union within ten (10) working days from the receipt of the grievance at Step 2.

The Executive Director **or designate** may hold a hearing to discuss the grievance with the employee and his Union Officer before giving a decision on the grievance **at Step 2.**

Where the decision of the **Executive Director or** designate is unsatisfactory to the employee and the Union, it may, within fifteen (15) working days from the receipt of the decision at Step 2, be submitted to arbitration in accordance with the procedure set forth in Article **23:05.**

- 23:05** (a) Where the party initiating the arbitration proceedings wishes to request arbitration by a single arbitrator, the notice referred to in Sub-Section :05 (a) shall so state.
- (i) Where the party who receives the notice accepts the request for a single arbitrator the parties will attempt to reach agreement on the selection of a single arbitrator within 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 Arbitration Board in accordance with Section :05 (b) within ten (10) working days.
 - (iii) Where the parties have agreed to a single arbitrator, the single arbitrator shall be considered to be an Arbitration Board for purposes of this Article.

- (b) Where the party initiating the arbitration proceedings wishes to request arbitration by a three person board, the notice referred to in Sub-Section :05 (a) (ii) 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 fifteen (15) working days of receiving the notice, notify the other party in writing of the name of its appointee to the Arbitration Board.
 - (ii) The two (2) members of the Arbitration Board named by the parties shall, within ten (10) working days of the appointment of the second of them, appoint a third member of the Arbitration Board who shall be the Chairperson.
 - (iii) (a) Where either party to the arbitration fails to name an individual to be a member of the Arbitration Board; or
 - (b) The two (2) individuals named as members of the Arbitration Board by the parties fail to agree on the appointment of a chairperson within the applicable time prescribed in this Article, the Manitoba Labour Board shall, on the request of either party and as the case requires, appoint the individual, the chairperson, or both.
 - (c) The Chairperson shall submit a report on the findings and the decision of the Board within fourteen (14) working days following the completion of the hearing to:
 - (i) The Executive Director;
 - (ii) The Grievor;
 - (iii) The Manitoba Government and General Employees' Union.

- (d) The decision of the majority shall be the decision of the Arbitration Board, but if there is no majority, the decision of the Chairperson shall be the decision of the Board.
- (e) The Arbitration Board shall not have the power to add to, subtract from or modify or alter in any way the provisions of the Agreement.
- (f) The Chairperson shall expressly confine himself to the precise issue submitted to the Arbitration Board, and shall have no authority to make a decision and/or recommendation on any other issue not so submitted to the Board.
- (g) Where either a suspension and/or dismissal is proceeded with to Arbitration and provided the Collective Agreement does not provide a specific remedy or penalty for the cause of the suspension and/or dismissal, the Arbitration Board shall have the authority to either rescind, vary, or uphold the decision of the Agency.
- (h) 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.

- 23:06** An employee, after advising the Union may abandon a grievance by giving written notice to **the Manager of Human Resources** or the Executive Director.
- 23:07** Any Grievance which is not presented to the next subsequent step within the prescribed time limits shall be deemed to have been abandoned and all rights of recourse for that particular grievance shall be at an end.
- 23:08** Any of the time limits as stated in this Article may be extended by mutual agreement.
- 23:09** The grievance may be clarified at any Step providing its substance is not changed.

Article 24 Vacations

- 24:01** For purposes of this Agreement, a vacation year is the period beginning on **April 1** and ending on **March 31 of the next year**.
- 24:02** (a) Employees shall earn an annual vacation with pay in accordance with length of service and pro-rated to reflect part-time hours worked, as follows:
- 1 to 4 years of employment - three (3) weeks
 - 5 to 12 years of employment - four (4) weeks
 - 13 to 23 years of employment - five (5) weeks
 - 24th year and subsequent years of employment - six (6) weeks
- (b) For vacation purposes only, length of service of part-time employees shall be determined as follows:

- (i) An employee who is employed on a .5 or greater equivalent to full-time basis, shall be entitled to the 4th and 5th week of vacation on a pro-rated basis upon achieving the employee's 5th and 14th year of employment respectively. Each calendar year of employment shall be considered a year of employment of an employee for vacation purposes.
- (ii) Notwithstanding :01, an employee who is employed on a less than .5 equivalent to full-time basis, in a vacation year, shall be entitled to the 4th and 5th week of vacation on a pro-rated basis by accumulating .5 of a year of employment for vacation purposes when the employee has worked a calendar year. An example of this would be an employee on a .25 basis receiving the 4th week of vacation after 10 years of employment.
- (iii) All part-time employees employed from the employee's 1st to 4th year of employment shall earn 3 weeks' vacation per year on a pro-rated basis.

- 24:03** (a) **Employees shall submit their vacation request by April 1 of each vacation year.** Subject to operational requirements employees will be granted their vacation time in accordance with employee preference. Length of service will serve as a major determining factor in the event of conflict. Where a requested vacation leave has been approved by the Agency such vacation shall not be changed without reasonable cause. **Vacation request made after April 1 in the vacation year shall be approved on a first come first served basis.**
- (b) Vacation leave may be taken **as earned from the employees' date of hire;**
 - (c) With the approval of the Agency, vacation leave up to a maximum of five (5) working days may be granted **to** an employee in his first twelve (12) months of service;

- (d) The Agency may authorize that vacation leave be carried forward to the next following year to supplement the vacation period in that year, but in no case will a vacation carry-over be allowed which comprises more than one previous year's vacation entitlement;
- (e) The Agency may authorize an employee to take vacation leave in two (2) or more periods. Normally any such period shall not be less than one (1) week in length.

24:04 Where an employee dies, the employee's estate shall receive the employee's accumulated vacation credits.

24:05 Where an employee is absent on leave without pay for a period of one (1) month or a portion thereof greater than one-half ($\frac{1}{2}$), vacation leave credits shall no longer accumulate.

24:06 An employee may upon giving at least three (3) weeks written notice, receive on the last office day preceding commencement of his annual vacation, any pay cheques which may fall due during the period of vacation.

Article 25 Holidays

25:01 The following holidays shall be observed:

New Year's Day	Civic Holiday
Louis Riel Day	Labour Day
Good Friday	Thanksgiving Day
Easter Monday	Remembrance Day
Victoria Day	Christmas Day
Canada Day (July 1)	Boxing Day

Any other holiday proclaimed by Federal or Provincial Statute.

Provided that where any of the said days falls on a Saturday or a Sunday, the first working day following the holiday shall be observed as the holiday in lieu thereof. Nothing in this sub-section shall prohibit the parties to this

Agreement from altering the date of the observance of any of the above holidays.

- 25:02** An employee is entitled to pay for a holiday on which he does not work provided he did not absent himself from work without the Agency's consent on either the regular working day immediately preceding or following the holiday, unless his absence is by reason of established illness.
- 25:03** An employee who is on an approved leave of absence without pay at the time of the holiday shall be entitled to receive his or her regular pay for the holiday provided that the employee received pay for part or all of each day of at least fifteen (15) days during the thirty (30) calendar days immediately preceding the holiday.
- 25:04** An employee who is required to work on a holiday shall be paid wages equivalent to one and one half times (1 ½x) their regular rate and in addition shall receive an alternate day off with pay.
- 25:05** An employee who is required to work on a holiday when it is observed on an employee's day of rest shall receive two times (2x) their regular rate of pay for all hours worked and in addition shall receive an alternate day off with pay.
- 25:06** When a holiday **occurs while an employee is receiving sick leave credits or on vacation, remuneration shall be paid as a holiday and not deducted from accumulated sick leave or vacation leave credits.**
- 25:07** Part-time employees shall be provided with holidays on a pro-rated basis.
- 25:08** An employee who observes holidays not set out in:01 above, may substitute vacation time or bank time in order to take leave on these holidays. Such arrangements must be approved in advance by the Employer and approval shall not be unreasonably withheld.

Article 26 Sick Leave

- 26:01** It is agreed by the parties that earned sick leave entitlement shall only be granted by the Agency where an employee is unable to be at work and

perform his regular duties as a result of illness or injury. Sick leave means the period of time an employee is absent from work with full pay by virtue of being sick or disabled or under the examination or treatment of a physician, chiropractor, dentist or qualified counselor or because of an accident for which compensation is not payable from any other source. For the purpose of this agreement “qualified” means meeting Council on Accreditation standard and other Agency recognized services.

- 26:02** The sick leave to which an employee is entitled shall accumulate at the rate of **ten** and one-half (**10 ½**) **hours** per month **for full-time employees**, up to a maximum of **seven** hundred (**700**) **hours**. Part-time employees shall earn sick benefits on a pro-rated basis.
- 26:03** Sick leave shall continue to accrue if an employee is absent in any period of a paid leave of absence.
- 26:04** An employee who has been absent on sick leave with pay, upon returning to work shall continue to accumulate sick leave in accordance with 24:02 hereof.
- 26:05** An employee shall be eligible to accumulate sick leave credits from his first day of paid employment with the Agency.
- 26:06** **Earned sick leave entitlement may be granted by the immediate supervisor or manager to the extent of accumulated sick leave credits. At the sole discretion of the Human Resources Manager, an employee may be granted sick leave in advance of it being earned provided that the amount advanced, when combined with credits already accumulated, does not exceed seventy (70) hours.** If an employee who has used more sick leave than has been earned has his or her services terminated for a reason other than layoff or death, the salary over-payment resulting from the use of unearned sick leave shall be recovered by the Agency. **Any such leave shall not be unreasonably denied.**
- 26:07** Sick leave shall not accumulate during periods when an employee is:
- (a) Absent without leave; or

- (b) Absent on leave of absence without pay.
- 26:08** Where an employee is absent because of illness or injury, he shall make every reasonable effort to notify the Agency of his absence due to illness or injury as soon as possible prior to the normal hours of beginning work.
- 26:09** (a) The Agency may require an employee, on returning to work after an absence, to produce a certificate from a medical practitioner certifying that he was unable to carry out his duties due to illness or injury. Failure to produce a medical certificate acceptable to the Agency within five (5) working days of the request will result in a loss of pay for the period of absence.
- (b) An employee who may be absent due to extended illness or injury will be required to produce a medical certificate including the estimated date of return of the employee and confirming return to work plan.
- (c) The Employer shall reimburse an employee the actual cost when such medical certificates are requested or required.
- 26:10** Where an employee becomes ill or is injured during the period of his scheduled annual vacation, the Agency may grant sick leave and credit the employee with alternate days of vacation equivalent to the number of days approved sick leave providing the illness or injury required medical attention upon provision of the medical certificate from a qualified Medical Practitioner attesting to the nature, severity and number of days of incapacitation.
- 26:11** If a paid holiday falls on a day on which an employee is receiving sick leave benefits, such day shall be paid as a holiday and not deducted from the employee's sick leave credits.
- 26:12** Where an employee has been authorized by his manager to be absent from work because of a doctor's or dentist's appointment, a deduction from the employee's accumulated sick leave may be made for this period of absence.

26:13 For the purpose of this Article spouse refers to a legal or common-law relationship without discrimination as to gender. When no one other than the employee can provide for the needs during illness of a parent, spouse or child, an employee may be granted leave of absence up to a maximum of seven (7) working days and such leave will be charged against the employee's sick leave credits.

Article 27 Leave of Absence

27:01 An employee, upon request in writing being made to the Agency, may be granted a leave of absence without pay.

27:02 **Education Leave and Assistance**

Definitions:

“Educational Leave” means leave of absence with or without pay for the purposes of engaging in Staff Development.

“Staff Development” includes conferences, conventions, seminars, workshops, symposiums or any other type of learning session presented by the Agency or Government, technical or professional association or by any other educational institutions.

“Course Costs” means all expenses directly related to an employee's involvement in a course such as tuition, books, registration fees, traveling and subsistence expenses for out of town courses.

“Educational Assistance” means financial assistance provided by the Agency to an employee engaged in Staff Development that does not require absence from regular work duties.

(a) Agency initiated requests:

Where the Agency requires in writing that an employee engage in any Staff Development, the Agency shall bear the full expense. Fees are to be paid by the Agency when due.

Where the Agency requested Staff Development requires that the employee be absent from work (educational leave), the employee shall be paid for the time attending the training.

(b) Employee originated requests:

An employee shall submit requests for education leave and/or assistance to the Agency indicating the nature of the Staff Development or program and the amount of financial assistance requested. The Agency will determine the relevancy of any Staff Development or educational leave and respond to the employee within twenty (20) days of receiving the request. Where the request is denied the Agency shall provide the employee with the reasons in writing if so requested by the employee.

Article 28 Court Leave

28:01 An employee who is summoned for jury duty, or who receives a summons or subpoena to appear as a witness at a court proceeding other than a court proceeding occasioned by the employee's private affairs, shall be granted a leave of absence with pay for the required period of absence and all jury or witness fees received by the employee shall be remitted to the Agency.

Article 29 Maternity Leave

29:01 To qualify for maternity leave a pregnant employee must:

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

- 29:02** An employee who qualifies under 27:01 (a) and (b) shall be granted seventeen (17) weeks of leave.
- 29:03** Maternity leave will be unpaid and will not count as months of experience for the purpose of increments. Review dates for the purpose of annual increments will change to that date following return from leave which reflects the completion of eighteen hundred and twenty (1820) paid hours of work since her last increment.
- 29:04** An employee who takes seventeen (17) weeks or more maternity leave must confirm with the Agency, in writing, her intent to return to work and her exact return date. Failure to do so may result in loss of employment with the Agency.
- 29:05** A full-time employee returning from maternity or parental leave may request to do so on a part-time basis and may be approved at the discretion of the Employer.
- 29:06** (a) An employee who has been granted seventeen (17) weeks maternity leave shall be permitted to apply up to a maximum of ten (10) days of her accumulated sick leave against the Employment Insurance waiting period.
- (b) Should the employee not return to work following her maternity leave for a period of employment sufficient to allow for re-accumulation of the number of sick days granted under subsection (a), the employee shall compensate the Agency for the balance of the outstanding days at the time of terminating. Approved sick leave with pay granted during the period of return shall be counted as days worked.

Article 30 Parental Leave

- 30:01** In order to qualify for parental leave an employee must:
- (a) Be the biological mother of a child; or

- (b) Be the biological father of a child or must assume actual care and custody of his newborn child; or
- (c) Adopt a child under the law of a province.

30:02 An employee who qualifies under this provision must:

- (a) Have completed seven (7) continuous months of employment; and
- (b) Except in the case of adoption leave, submit to the Employer an application in writing for parental leave at least four (4) weeks before the day specified in the application as the day on which an employee intends to commence the leave;
- (c) In the case of adoption leave, the employee shall notify the Employer when the application to adopt has been approved and shall keep the Employer informed as to the progress of the application. The employee shall be entitled to commence adoption leave upon being notified by the Agency involved that a child is available for placement.

30:03 An employee who qualifies in accordance with the above is entitled to parental leave without pay for a continuous period of up to thirty seven (37) weeks. Leave in excess of thirty seven (37) weeks may be granted with the approval of the Executive Director.

30:04 Subject to the following paragraph, parental leave must commence no later than the first anniversary date of birth or adoption of the child or of the date on which the child comes into actual care and custody of the employee.

30:05 Where an employee takes parental leave in addition to maternity leave, the employee must commence the parental leave immediately on the expiry of the maternity leave without a return to work unless otherwise approved by the Employer.

Article 31 Child Birth Leave

- 31:01** An employee may be granted **four (4)** day's leave with pay, to attend to needs directly related to the birth of his/her child. **This article does not apply to employees who qualify for leave under Article 27.**
- 31:02** Part-time employees shall be provided **child birth** leave in Article 29:01 on a pro-rated basis.

Article 32 Adoptive Parent Leave

- 32:01** An employee shall be granted **four (4)** days leave with pay to attend to needs directly related to the adoption of his/her child.
- 32:02** Part-time employees shall be provided adoptive parent leave in Article 30:01 on a pro-rated basis.

Article 33 Bereavement Leave

- 33:01** An employee shall be granted **bereavement** leave for a period of up to **four (4)** working days without loss of salary in the event of the death of a member of an employee's immediate family. When no one other than the employee can provide for immediate family needs, up to an additional two (2) days may be granted at the discretion of the Executive Director.
- 33:02** For purposes of granting **bereavement** leave, immediate family is defined as father, mother, stepmother, stepfather, brother, sister, spouse, child or ward of the employee, grandparent, mother-in-law, father-in-law, **grand-child** or relative permanently residing in the employee's household or with whom the employee permanently resides.
- 33:03** At the discretion of the Agency, an employee may be granted additional **bereavement** or special leave up to a maximum of two (2) working days without loss of salary when requested for the purpose of attending a funeral at a distance.

- 33:04** An employee shall upon request, be granted up to one (1) working day without loss of salary to attend the funeral of a son-in-law, daughter-in-law, brother-in-law, sister-in-law or as a pallbearer.
- 33:05** Should an employee be required by the Agency to give satisfactory proof with respect thereto, he shall be obliged to do so in order to establish proper qualification for **bereavement** leave.
- 33:06** Part-time employees shall be provided with **bereavement** leave on a pro-rated basis.
- 33:07** Spouse refers to a legal or common-law relationship without discrimination as to gender.

Article 34 Compassionate Care Leave

- 34:01** An employee who has been employed by the Employer for a minimum of thirty (30) days shall be granted unpaid leave of absence for a period of up to eight (8) weeks to provide care or support to a seriously ill family member, or to another person who has designated the employee as their caregiver. Family member shall be as defined in Article 31:02 of this Agreement.
- 34:02** In order to be eligible for Compassionate Care Leave, the employee must provide the Employer with a physician's certificate stating that:
- (a) A family member of the employee, or person who has designated the employee as their caregiver, has a serious medical condition with a significant risk of death within twenty-six (26) weeks from the earlier of either the date the certificate was issued or the date the leave commenced; and
 - (b) That the ill family member requires the support of one (1) or more family members, or the person who has designated the employee as their caregiver requires the support of the employee.
- 34:03** No period of Compassionate Care Leave may be for less than one (1) weeks duration. An employee may take no more than two (2) periods of leave

totaling no more than eight (8) weeks. The period of leave must end no later than twenty-six (26) weeks after the day the first period of leave began.

- 34:04** Where possible, the employee shall provide the Employer with at least two (2) weeks' notice of his/her request for Compassionate Care Leave.

Article 35 Employee Expenses Incidental to the Job

35:01 Car Expenses

For those employees who are required to use their cars for the purposes of performing their duties, the Agency shall:

- (a) Pay 43.0 cents per kilometer effective January 1, 2013. Travel sheets shall be submitted monthly to the Agency for approval and authorization of payment:
- (b) Pay the difference between pleasure and all-purpose insurance, if required, provided the employee provides the Agency with proof of purchase of this insurance.
- (c) Employees required to provide a vehicle for the purpose of performing their duties shall be provided with a parking space close to the work location at no cost to the employee.
- (d) (i) If the rates in (a) are increased prior to the expiry of this collective agreement for the Province of Manitoba employees, then the rates in (a) will be adjusted accordingly.
 - (ii) The Union will notify the Agency of the rate change. The new rate will become effective the first of the month following such notification.

35:02 Miscellaneous Expenses

All miscellaneous expenses must be directly related to duties of the employee and shall be submitted to the Agency monthly, with receipts, for authorization of payment. The Agency reserves the right to approve or disapprove expense account submissions.

- 35:03** When a cell phone is warranted for the purposes of their duties it will be made available by the Agency.

Article 36 Joint Consultation Committee

- 36:01** A Joint Consultation Committee may be established and maintained. The Committee shall consist of no more than three (3) representatives of the Agency and three (3) representatives of the Union. The Committee shall meet as required to discuss matters of mutual concern and which both parties consider appropriate for discussion by the Committee. A written agenda of items to be discussed will be required prior to the establishment of any meeting date.
- 36:02** The Committee may make recommendations to the Union and the Agency with respect to its discussions and conclusions but it shall not have jurisdiction over wages, or any matter of collective bargaining including the administration of this Agreement. The Committee shall not supersede the activities of any committee of the Union or of the Agency and it does not have the power to bind the Union or its members or the Agency to its decisions or conclusions.

Article 37 Strikes and Lockouts

- 37:01** The Union agrees that during the term of this Agreement it will not cause, direct or consent to any slowdown, stoppage of work, picketing, strike or walk-out on the part of employees represented by the Union nor shall any employee threaten or take part in any such action or any other action which would interfere with the Agency's operations. If any such action should be taken by the employee(s) then the Union will take affirmative measures immediately to prevent the employee(s) from continuing such action. If any such employee(s) shall take any such action contrary to this Article such employee(s) will be subject to disciplinary action.

The Agency agrees that neither it nor any one on its behalf shall threaten a lockout of any employee(s) and that there will be no lockout of its employee(s) for the duration of this Agreement.

Article 38 Pension and Group Benefits

- 38:01** The Agency shall provide a defined contribution pension plan for eligible employees which shall be contributed to in accordance with the terms and conditions of the plan.
- 38:02** The Agency will provide a group insurance benefits plan for eligible employees which shall include the following coverage:
- (a) Term Life Insurance**
 - (b) Accidental Death and Dismemberment (AD&D)**
 - (c) Dependant Life Insurance**
 - (d) Extended Health Care**
 - (e) EAP**
 - (f) Dental care, (including orthodontry)**
 - (g) Long Term Disability**
 - (h) Vision Care**
- 38:03** For the term of this Agreement the Benefits Plan shall include coverage limits at the same level as are in place at the time of signing subject only to continuing availability of such coverage from providers.
- 38:04** Participation in the Benefits Plan by employees and access to any and all coverage shall be subject to the terms and conditions of the Benefits Plan policy document and determination by the Benefits Plan provider.
- 38:05** Premiums for the Benefits Plan and contributions to the Pension Plan will be done in accordance with the terms and conditions of the plans.

38:06 Participation in the Benefits Plan and Pension Plan by eligible employees shall be mandatory.

Article 39 Harassment

- 39:01** The Employer and the Union agree that no form of harassment shall be condoned in the workplace and it is further agreed that both parties will work together to recognize and deal with these problems when they arise. Situations involving allegations of harassment shall be able to be processed as grievances by the victim.
- 39:02** Where the alleged harasser is the person who would normally deal with the first step of such grievances, the grievances will automatically be sent forward to the next step.
- 39:03** No information relating to the grievor's or alleged harasser's personal background, lifestyle, or mode of dress will be admissible during the grievance or arbitration process.
- 39:04** Sexual harassment may be defined as sexual comments or behaviour which create an uncomfortable or threatening working environment.
- 39:05** Racial harassment may be defined as differential treatment, or a policy, which is based on race, color, nationality or ethnic origin or any racial comments or behavior which create an uncomfortable or threatening working environment.
- 39:06** Personal harassment is defined as repeated unconstructive, intentional and offensive comments or actions designed to offend, abuse or humiliate a person, when such conduct has the purpose or effect of substantially or unreasonably interfering with an employee's work performance or creating an intimidating, hostile or offensive working environment.
- 39:07** **Confidentiality**
- (a) All complaints, investigations, hearings and information about the case shall be treated with utmost confidence, and in an expeditious manner;

- (b) Any breach of confidentiality may be the subject of further grievance and/or be subject to disciplinary proceedings.

39:08 Situations of racial and sexual harassment shall be considered as discrimination and shall be eligible to be processed as grievances. Situations of personal harassment, while not discrimination, shall be eligible to be processed as grievances. Where the alleged harasser is the person who would normally deal with the first step of such grievances, the grievances will automatically be sent forward to the next step.

Article 40 Job Classification

- 40:01** (a) Where an employee at any time feels that he is incorrectly classified, he may apply, in writing, to **the Human Resources Manager**, to be reclassified to a different classification.
- (b) The **Human Resources Manager** shall reply in writing within ten (10) working days from the date he received the request from the employee.
- (c) If the reply from the **Human Resources Manager** is not satisfactory, the employee may grieve, commencing at Step 2 of the Grievance and Arbitration Procedure within fifteen (15) working days from the date he received the reply.
- 40:02** The Union shall be provided a copy of the job description for each position listed in Schedule "A".

Article 41 Term Employees

- 41:01** A term employee is not covered by this Collective Agreement unless the employment period exceeds the four (4) month, full-time equivalent duration, however the total duration outside the Agreement will not exceed six (6) calendar months.
- 41:02** Term employees have no layoff or recall rights.

- 41:03** A term employee employed by the Employer for a period of twelve (12) continuous months shall be referred to as “permanent status” for the purpose of benefits only.
- 41:04** Where a term employee is employed in the same position performing the same function for a period of more than twenty-four (24) continuous months and **where the need for the position is expected to continue**, the Agency will convert the employee to regular **employment status**;
- 41:05** **Article 41:04 does not apply where a term employee is replacing an employee who is absent for any reason or where the Employer does not have ongoing program funding for the position.**
- 41:06** **Where the employment of a term employee terminates at the end of a specific term of employment, then:**
- (a) The Agency 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.**
- 41:07** Where the employee is not to be converted in accordance with Article 41:04, the employee shall be provided **thirty (30) days’ notice, in writing, of the reason(s) as provided for in Article 41:05. Inadvertent failure to provide such notice shall not result in a right to conversion of either of the conditions in Article 41:05 are met. A meeting may be held with the employee to discuss the matter. The employee has the option to have a Union representative present.**
- 41:08** An employee appointed to a term position shall be informed in writing as to the duration of the term.

Article 42 Workplace Health and Safety Committee

- 42:01** The Agency and the Union recognize the importance of establishing a Workplace Health and Safety Committee to enhance the ability of employees

and managers to resolve health and safety concerns. Therefore, the Agency and the Union agree to the formation of a Workplace Health and Safety Committee. The Agency and the Union will have equal representation. The Committee shall meet as often as required to establish terms of reference and operating procedures.

Article 43 Civil Liability

43:01 The Agency shall have liability insurance which shall provide for adequate coverage for all employees. Employees shall be advised or informed of any changes to the liability coverage. If an action or proceeding is brought against any employee covered by this Agreement for an alleged tort committed by him or her in the performance of his or her duties, then the employee, upon being served with any legal process or upon receipt of any action or proceeding as herein before referred to, being commenced against him or her shall advise the Agency through the Executive Director of any such notification or legal process.

Article 44 Temporary Pay

44:01 When an employee temporarily performs the full duties of a higher salary position for ten (10) or more consecutive days, the employee shall receive retroactive pay to the date the employee first assumed the duties, the greater of:

- (a) The rate in the salary range in the job to which the employee has been assigned which is next highest to the employee's present rate, or
- (b) The minimum rate for the temporary position if such position is higher than the worker's present rate of salary.

44:02 When an employee is temporarily assigned, in accordance with the terms of this Agreement, to a position paying a lower rate, the employee's salary rate shall not be reduced.

- 44:03** Where an employee assumes responsibilities beyond the expectations of the position, but not the full duties of a higher salary position, the Agency may, at its discretion, grant additional compensation to an employee.

Article 45 Health and Safety

- 45:01** The Employer and the Union agree the Agency shall be a scent free workplace.
- 45:02** The Employer shall ensure that appropriate equipment will be available to staff to safely ensure staff health during the course of their duties. Any conflict on such equipment shall be referred to the Workplace Health and Safety Committee. If concerns are not addressed through this committee the issue shall be considered by the Joint Consultation Committee.
- 45:03** **The Agency and the Union recognize that safety, accident prevention and the preservation of health are of primary importance in all operations and these activities require the combined efforts of Employer, employees and the Union.**

Article 46 Duration of Agreement

- 46:01** This agreement and the articles contained herein shall come into force and take effect October 1, **2016**, unless otherwise agreed to, and shall remain in force until September 30, **2018**. The agreement shall thereafter automatically renew itself from year to year, unless either party gives the other a written notice by registered mail of a desire to terminate or amend the agreement. It is agreed that in such a case the parties will confer no later than fifteen (15) days after receipt of such notice.
- 46:02** Not less than thirty (30) days preceding the expiry date of this Agreement either party to this Agreement may by written notice serve to inform the other party of its intention to enter into collective bargaining for a renewal or a revision and renewal of the collective agreement or the conclusion of a new collective agreement.

- 46:03** Where a party to this Agreement has given notice under 44:02 above to the other party of this Agreement, the parties within twenty (20) calendar days commencing from and including the first day after the day of receipt of the proposals for a renewal, or a revision and renewal of the collective agreement, or for the conclusion of a new collective agreement shall meet and make every reasonable effort to conclude a renewal or revision and renewal of the collective agreement or a new collective agreement.
- 46:04** If no notice is received or given, the existing collective agreement will remain in force and effect for one (1) additional year.

Signed this 30th day of October 2017.

M Braun
On behalf of Family Dynamics Inc.

Henrietta R. Bala
On behalf of Manitoba Government
and General Employees' Union

R. Pimm
On behalf of Family Dynamics Inc.

A. Scheepers
On behalf of Manitoba Government
and General Employees' Union

P. Steele
On behalf of Manitoba Government
and General Employees' Union

Memorandum of Agreement

between

Family Dynamics Inc.

and

Manitoba Government and General Employees' Union

Re: Joint Cultural Competency Advisory Committee

As a not-for-profit entity committed to strengthening families and communities, Family Dynamics must foster knowledge and understanding of the diversity and multicultural components of both the families that are being served, as well as the personnel that represent the organization. To this end, a Joint Cultural Competency Advisory Committee will be established within six months of signing of this Collective Agreement. The purpose of the Committee will be to assist the agency in creating and maintaining an environment that promotes safety and inclusion throughout the organization, and enhance the awareness and competence of staff as it relates to clients, professionals in the community, staff members, management, and the community as a whole.

The Committee shall consist of no more than three (3) representatives of the Agency and three (3) representatives of the Union. The Committee shall meet at least once every quarter to carry out their objectives.

A Terms of Reference for the committee shall be established and shall encompass the following objectives:

- Identify and recommend appropriate Cultural Competencies to be incorporated into the agency's culture.
- Generate resources and provide recommendations for cultural competence training for all Agency staff
- Develop and recommend guidelines/policies to promote Cultural Competence.
- Establish a mechanism/process for staff to submit concerns and complaints regarding diversity and inclusion matters.

- Develop and recommend a strategy to promote a safe and inclusive environment in the agency.

Signed this 30th day of October 2017.

M Braun
On behalf of Family Dynamics Inc.

Henika R. Bala
On behalf of Manitoba Government
and General Employees' Union

R. M. M. M.
On behalf of Family Dynamics Inc.

A. Scheff
On behalf of Manitoba Government
and General Employees' Union

J. Steele
On behalf of Manitoba Government
and General Employees' Union

Memorandum of Agreement

between

Family Dynamics Inc.

and

Manitoba Government and General Employees' Union

Re: Wellness Days

Family Dynamics Inc. agrees to provide staff with two days (prorated for part time) of paid leave, titled Wellness Day, for the period October 1, 2016 through September 30, 2018.

Leave credits are not transferable, nor do they carry over.

An employee who resigns or whose employment is terminated shall not be entitled to payment for unused Wellness Day credits.

Signed this 30th day of October 2017.

M Braun
On behalf of Family Dynamics Inc.

Henrik Ritz
On behalf of Manitoba Government
and General Employees' Union

R. P. Muel
On behalf of Family Dynamics Inc.

A. Scheff
On behalf of Manitoba Government
and General Employees' Union

J. Steele
On behalf of Manitoba Government
and General Employees' Union

Memorandum of Agreement

between

Family Dynamics Inc.

and

Manitoba Government and General Employees' Union

Re: Re-Opening the Agreement

For the term of the contract the parties agree that, in the event that the Province of Manitoba, Department of Families provides Family Dynamics Family Support Program with an increase to funding allocated to employees' wages, the Employer shall notify the Union of such increase no more than 30 days following receipt of the written confirmation of the funding increase and, if notice to bargain is provided by either party as set out herein, negotiations will commence on the subject of wages only. Either party may give notice to bargain no more than sixty (60) days following the Employer's written notice to the Union of the increase. Funding increases will not be allocated to employee wages unless the bargaining process above is completed by the parties.

Signed this 30th day of October 2017.

M Braun
On behalf of Family Dynamics Inc.

Manitoba Government and General Employees' Union
On behalf of Manitoba Government and General Employees' Union

Dommu
On behalf of Family Dynamics Inc.

Archeval
On behalf of Manitoba Government and General Employees' Union

Steele
On behalf of Manitoba Government and General Employees' Union

Salary Schedule "A"

Schedule "A" shall be adjusted upward during the term of the Collective Agreement as follows:

October 1, 2016 - No Change

October 1, 2017 - No Change

Expiring September 30, 2018

Salary Scales

Administrative - Effective October 1, 2016

	Step 1	Step 2	Step 3	Step 4	Step 5	Step 6	Step 7
Administrative	32,298	33,132	33,995	34,889	35,845	36,861	37,964
Clerk III	1,242.24	1,274.31	1,307.50	1,341.90	1,378.66	1,417.73	1,460.17
Assistant Family	26,625	27,327	28,051	28,802	29,579	30,382	31,237
Service Worker	1,024.05	1,051.03	1,078.88	1,107.76	1,137.65	1,168.54	1,201.42
Day Receptionist	28,109	28,860	29,639	30,446	31,280	32,139	33,055
	1,081.10	1,109.99	1,139.96	1,170.99	1,203.06	1,236.13	1,271.35
Evening Receptionist	25,739	26,409	27,101	27,814	28,557	29,325	30,141
	989.98	1,015.74	1,042.35	1,069.77	1,098.35	1,127.87	1,159.26
Financial Assessment	26,625	27,327	28,051	28,802	29,579	30,382	31,237
Worker	1,024.05	1,051.03	1,078.88	1,107.76	1,137.65	1,168.54	1,201.42
Financial Service	35,203	36,271	37,409	38,635	39,897	41,209	42,561
Worker	1,353.96	1,395.04	1,438.81	1,485.97	1,534.51	1,584.97	1,636.96
Payroll Administrator	36,025	37,120	38,289	39,511	40,775	42,082	43,461
	1,385.57	1,427.71	1,472.64	1,519.64	1,568.26	1,618.54	1,671.58
Administrative Clerk I	26,427	27,145	27,887	28,660	29,460	30,287	31,139
	1,016.41	1,044.02	1,072.59	1,102.30	1,133.06	1,164.90	1,197.64
Administrative Clerk II	28,849	29,629	30,434	31,264	32,128	33,021	33,968
	1,109.58	1,139.56	1,170.54	1,202.47	1,235.68	1,270.03	1,306.47
Outreach Worker	15.12	15.80	16.47	17.15	17.83	18.48	

Professional - Effective October 1, 2016

	Step 1	Step 2	Step 3	Step 4	Step 5	Step 6	Step 7	Step 8	Step 9
Family Service Worker IV	53,853	55,632	57,507	59,447	61,447	63,546	65,747	68,019	70,374
	2,071.27	2,139.68	2,211.79	2,286.43	2,363.36	2,444.06	2,528.73	2,616.12	2,706.68
Family Service Worker III	49,267	50,872	52,533	54,253	56,057	57,943	59,900	61,923	64,045
	1,894.89	1,956.63	2,020.50	2,086.64	2,156.05	2,228.58	2,303.86	2,381.66	2,463.27
Family Service Worker II	44,378	45,635	46,952	48,316	49,725	51,167	52,667	54,207	56,610
	1,706.83	1,755.20	1,805.86	1,858.32	1,912.51	1,967.95	2,025.64	2,084.87	2,177.30

Family Service Worker I	38,758	39,858	41,002	42,174	43,390	44,636	45,921	47,266	48,534
	1,490.71	1,533.01	1,577.00	1,622.08	1,668.86	1,716.75	1,766.20	1,817.91	1,866.69

Scheduling Coordinator	44,378	45,635	46,952	48,316	49,725	51,167	52,667	54,207	56,610
	1,706.83	1,755.20	1,805.86	1,858.32	1,912.51	1,967.95	2,025.64	2,084.87	2,177.30

Administrative - Effective October 1, 2017

	Step 1	Step 2	Step 3	Step 4	Step 5	Step 6	Step 7
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Administrative Clerk III	32,298	33,132	33,995	34,889	35,845	36,861	37,964
	1,242.24	1,274.31	1,307.50	1,341.90	1,378.66	1,417.73	1,460.17

Assistant Family Service Worker	26,625	27,327	28,051	28,802	29,579	30,382	31,237
	1,024.05	1,051.03	1,078.88	1,107.76	1,137.65	1,168.54	1,201.42

Day Receptionist	28,109	28,860	29,639	30,446	31,280	32,139	33,055
	1,081.10	1,109.99	1,139.96	1,170.99	1,203.06	1,236.13	1,271.35

Evening Receptionist	25,739	26,409	27,101	27,814	28,557	29,325	30,141
	989.98	1,015.74	1,042.35	1,069.77	1,098.35	1,127.87	1,159.26

Financial Assessment Worker	26,625	27,327	28,051	28,802	29,579	30,382	31,237
	1,024.05	1,051.03	1,078.88	1,107.76	1,137.65	1,168.54	1,201.42

Financial Service Worker	35,203	36,271	37,409	38,635	39,897	41,209	42,561
	1,353.96	1,395.04	1,438.81	1,485.97	1,534.51	1,584.97	1,636.96

Payroll Administrator	36,025	37,120	38,289	39,511	40,775	42,082	43,461
	1,385.57	1,427.71	1,472.64	1,519.64	1,568.26	1,618.54	1,671.58

Administrative Clerk I	26,427	27,145	27,887	28,660	29,460	30,287	31,139
	1,016.41	1,044.02	1,072.59	1,102.30	1,133.06	1,164.90	1,197.64

Administrative Clerk II	28,849	29,629	30,434	31,264	32,128	33,021	33,968
	1,109.58	1,139.56	1,170.54	1,202.47	1,235.68	1,270.03	1,306.47

Outreach Worker	15.12	15.80	16.47	17.15	17.83	18.48
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Professional - Effective October 1, 2017

	Step 1	Step 2	Step 3	Step 4	Step 5	Step 6	Step 7	Step 8	Step 9
Family Service Worker IV	53,853	55,632	57,507	59,447	61,447	63,546	65,747	68,019	70,374
	2,071.27	2,139.68	2,211.79	2,286.43	2,363.36	2,444.06	2,528.73	2,616.12	2,706.68

Family Service Worker III	49,267	50,872	52,533	54,253	56,057	57,943	59,900	61,923	64,045
	1,894.89	1,956.63	2,020.50	2,086.64	2,156.05	2,228.58	2,303.86	2,381.66	2,463.27
Family Service Worker II	44,378	45,635	46,952	48,316	49,725	51,167	52,667	54,207	56,610
	1,706.83	1,755.20	1,805.86	1,858.32	1,912.51	1,967.95	2,025.64	2,084.87	2,177.30
Family Service Worker I	38,758	39,858	41,002	42,174	43,390	44,636	45,921	47,266	48,534
	1,490.71	1,533.01	1,577.00	1,622.08	1,668.86	1,716.75	1,766.20	1,817.91	1,866.69
Scheduling Coordinator	44,378	45,635	46,952	48,316	49,725	51,167	52,667	54,207	56,610
	1,706.83	1,755.20	1,805.86	1,858.32	1,912.51	1,967.95	2,025.64	2,084.87	2,177.30