

# **Collective Agreement**

*between*

**Child and Family Services of Central Manitoba  
Supervisors**

*and*

**Manitoba Government and General Employees' Union  
Local 264**

**March 22, 2014 to March 21, 2019.**

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\*All changes appear in **bold**.

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\*All changes appear in **bold**.

This Agreement made this 6<sup>th</sup> day of January, 2016

between

**Child and Family Services of Central Manitoba (Supervisors)**  
(hereinafter referred to as the “Employer”)

of the first part

and

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

of the second part.

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

**1:01** The purpose of this Agreement is to maintain a harmonious relationship between the Employer and its employees; to provide an amicable and equitable method of settling grievances or differences which might arise; to maintain mutually satisfactory working conditions, and wages, for all employees who are subject to the provisions of this Agreement and generally to promote the mutual interest of the Employer and such employees.

### **Article 2 Definitions**

**2:01** “Agency” means Child and Family Services of Central Manitoba which may also be referenced as the “Employer”.

**2:02** “Union” means the Manitoba Government and General Employees’ Union.

**2:03** “Employee” means a person employed in a position in the bargaining unit:

(a) “Full-time Employee” means an employee who regularly works the full prescribed hours of work per week.

- (b) “Part-time Employee” means an employee who is scheduled to work less than the full prescribed hours per week on a regular and recurring basis;
- (c) “Term (temporary) Employee” means an employee hired for a specified period of time, or until the completion of a specified job, or until the occurrence of a specified event. A term employee shall be covered by the terms of this Agreement from their date of hire, unless otherwise limited by the Agreement.

- 2:04** “Dismissal” means the removal of an employee from a position of employment for just cause arising out of disciplinary reasons.
- 2:05** “Position” means a position of employment with the Child and Family Services of Central Manitoba within the bargaining unit.
- 2:06** “Steward” 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.
- 2:07** “Layoff” is defined as a reduction in the work force or a reduction in an employee(s) regular hours of work.
- 2:08** 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 and the converse shall hold as applicable.

### **Article 3    Application of Agreement**

- 3:01** This Agreement shall apply to those employees of the Agency within the Bargaining Unit defined in Certificate Number MLB-5943 issued by the Manitoba Labour Board dated the 8<sup>th</sup> day of April, 2002.

#### **Article 4 Recognition and Scope of Bargaining Agent**

- 4:01** The Agency recognizes the Union as the sole and exclusive bargaining agent for all employees covered by this Agreement.
- 4:02** The Union recognizes the responsibility imposed upon it as the sole and exclusive bargaining agent for the employees whom it represents, and realizes that in order to provide maximum opportunities for continuing employment, good working conditions and good wages, the Employer must serve the public efficiently, effectively and economically consistent with fair labour standards. The Union assumes a joint responsibility in the attainment of the Employer's objectives and agrees that it will cooperate with the Employer and support its efforts to assure efficient performance of work on the part of its members and that for the duration of this Agreement it will actively combat any work stoppage, slowdown, absenteeism and any other practice which restricts the optimum efficiency of the service which the Employer provides to the public in accordance with the Child and Family Services Act or successor legislation.
- 4:03** The Union further agrees to cooperate in efforts to eliminate waste; to improve the quality and effectiveness of performance of employees; and to strengthen and maintain goodwill between the Employer and the public.
- 4:04** No employee shall be required or permitted to make any written or verbal agreement with the Employer or its representatives which conflicts with the terms of this Agreement unless it is mutually agreed upon by the Union and the Employer.
- 4:05** Nothing in the foregoing is intended to prejudice the Unions rights and responsibilities under the Labour Relations Act.

#### **Article 5 Duration and Negotiations of the Agreement**

- 5:01** This Agreement shall become effective from March 22, **2014** and shall continue until **March 21, 2019**. During the period required to negotiate a

renewal or revision and renewal of this Agreement, the provisions of this Agreement shall remain in full force and effect.

- 5:02** Not more than ninety (90) days and not less than thirty (30) days preceding the expiry date of this Agreement, either party to this Agreement may by written notice inform the other party of its intention to enter into collective bargaining for a renewal or a revision and renewal of the Collective Agreement.
- 5:03** Where a party to this Agreement has given notice under Article 5:02 above to the other party to this Agreement, the parties shall meet, within thirty (30) calendar days, from receipt of the proposals for a renewal, or a revision and renewal of the Collective Agreement and make every reasonable effort to conclude a renewal, or a revision of the Collective Agreement.
- 5:04** All pay increases shall take effect on dates noted herein; all seniority and service-earned benefits are deemed to be accumulated/earned effective the employee's last date of hire with the Agency.
- 5:05** Retroactive pay shall be issued within one (1) month of the date the employees ratify the settlement of this Agreement.

## **Article 6 Management Rights**

- 6:01** Except where expressly abridged, delegated or modified by a specific provision of this Agreement, the Union expressly agrees and recognizes that the Employer has the sole and exclusive right, power and authority to manage its operations in all respects including, without limiting the generality of the foregoing, the right to schedule overtime, and the right to make, enforce and revise from time to time rules and regulations, to be observed by the employees, which rules and regulations, shall not be inconsistent with this Agreement.
- 6:02** In administering this Agreement, the Employer shall act reasonably, fairly, in good faith and in a manner consistent with the Agreement as a whole

## Article 7 Union Security

- 7:01** During the term of this Agreement, 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 a member of the Union or not. Such dues shall be forwarded to the Union monthly, together with a list of the names of the 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 8:01 above 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.
- 7:06** The Executive Director will provide new employees of the Employer at their orientation meeting with informational material from the Union as well as informing the new staff members of the names of the Union's officers.
- 7:07** An Officer or steward designated by the Union shall have up to fifteen (15) minutes, at a time mutually agreed between the steward and the Employer, in order to acquaint a new employee(s) falling under the scope of this Agreement with the fact that a Union Agreement is in effect and to indicate the general conditions and obligations as they relate to employees, and to give her/him a membership card.
- 7:08** Employees are required to keep addresses and name changes up-to-date.

**7:09** The Union agrees that there shall be no solicitation of members or other Union activities on the premises of the Society, or during working hours except as permitted by this Agreement. It is understood and agreed that no meetings of the Union or its members will be held on the premises of the Employer at any time without the prior approval of the Employer

### **Article 8 Union Business**

**8:01** 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 her immediate supervisor for approval. The Union will also provide a copy of the written request to the Agency.
- (b) Requests for leave shall be made with reasonable advance notice but not less than three (3) working days and shall be granted only where operational requirements permit. Where special or unusual circumstances prevent compliance with the three (3) 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 paid to such employees during the approved absence.

**8:02**

- (a) For time spent with the Agency during negotiations, the Union shall be entitled to have one (1) employee present at all bargaining and related meetings on a time off with pay basis; any other employees required by the Union shall attend on a wage recovery basis.
- (b) Prior to the commencement of negotiations, the Union shall supply the Agency with a list of employees on the negotiating committee.

**8:03** The Agency agrees to allow the Union the use of space on bulletin boards in each work location for the purpose of posting Union information.

### **Article 9 Rights of Stewards**

**9:01** “Steward” means an employee elected or appointed by the Union who is authorized to represent the Union, an employee or both.

**9:02** The Agency recognizes the Union’s right to select stewards to represent employees.

**9:03** The Union shall determine the number of stewards and the jurisdiction of each steward having regard to the plan or organization, the distribution of employees at the workplace and the administrative structure implied by the Grievance Procedure.

**9:04** 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.

**9:05** Unless otherwise specified in this Agreement, stewards and employees shall not conduct union business during their working hours.

### **Article 10 No Discrimination**

**10:01** The parties hereto agree there will be no discrimination or coercion or harassment by the Employer or the Union against any employee covered by this Agreement because of sex, age, race, colour, religion marital status, physical or mental handicap, political belief, family status, sexual orientation, ethnic or national origin, or membership or non-membership in the Union.

### **Article 11 Medical Fitness**

**11:01** At the request of the Agency, an employee may be required to have a medical examination from a duly qualified medical practitioner mutually acceptable to

the employee and the Agency. The Agency shall pay for any and all costs incurred by the employee if such costs are not paid by the Manitoba Health.

### **Article 12 Probation**

**12:01** New employees in the bargaining unit shall be on probation for an initial period of one hundred twenty (120) working days. The probationary period may be extended for a period of **one hundred twenty (120)** working days and the employee shall be notified in writing of such an extension. At any time during the probationary period, the employee may be terminated by the Agency in its sole and exclusive discretion and notwithstanding any provisions of this Agreement, such terminations shall not be grievable nor arbitrable and shall be deemed to have been for just cause.

### **Article 13 Payment of Wages and Allowances**

- 13:01** The wages payable to an employee in her respective classification shall be those set forth in Schedule "A" attached hereto and forming part of this Agreement.
- 13:02** All permanent part-time employees shall receive the wage rate and benefits specified in the Agreement on a pro-rata basis according to their hours of work.
- 13:03** Wages shall be paid bi-weekly. Employees shall be provided with an itemized statement of wages and deductions. At the time of hire, an employee shall be advised in writing of her/his classification.

### **Article 14 Increments**

**14:01** A full-time employee who is not at the maximum for her position is eligible to be moved one position forward on the salary scale upon completion of one (1) years' service since her last increment if her work performance is considered to be satisfactory.

- 14:02** A part-time employee who is not at the maximum for her position is eligible to be moved one position forward on the salary scale upon completion of the equivalent of a full year's service for an employee in her classification since her last increment if her work performance is considered to be satisfactory.
- 14:03** **The long service step to be granted to employees when they have completed fifteen (15) years of service.**

### **Article 15 Hours of Work and Night Duty Supervision**

- 15:01** The regular hours of work for employees shall be an average of thirty-five (35) hours per week.
- 15:02** Employees will be entitled to two (2) rest periods of fifteen (15) minutes during each complete workday.
- 15:03** An employee who is stormbound shall not lose pay for the time for which she/he is stormbound if she/he works an equivalent amount of time without pay within (90) days of his/her being stormbound, or if she/he uses existing overtime credits to offset the time for which she/he is stormbound.
- 15:04** For every week served as Night Duty Supervisor from Friday 4:30 p.m. to the next Friday at 8:30 a.m., an employee shall receive fourteen (14) hours compensatory time at straight time rates and for a week containing a Holiday, an employee shall receive two (2) extra hours compensatory time at straight time rates. The duty shall be worked on a rotation as agreed between the staff and the Agency.
- 15:05** Night Duty Supervisors who are called out to provide front line work during an on-call period will be compensated at their regular hourly salary at one and one-half times (1½x) for the call out period.
- 15:06** **Management has the right to appoint up to one (1) additional after hours supervisor from Senior Front Line Staff as deemed necessary.**

## Article 16 Overtime

**16:01** An employee who is authorized in writing to and actually works in excess of thirty-five (35) hours per week shall be compensated **by pay or by** equivalent time off at the rate of time and one-half (1½x). This authorization must be obtained prior to overtime being worked.

Such compensating time off shall be taken upon approval from the supervisor at a time mutually agreeable to the employee and the supervisors. In the event circumstances preclude the establishment of a predetermined date, then the time off shall be taken on a date established by mutual agreement, or failing that, at a time designated by the employee's supervisor. Under no circumstances shall employees lose overtime which has been accumulated in the foregoing manner.

**16:02** A supervisory official may require employees under his authority to work overtime.

**16:03** Overtime must be authorized by a supervisory official. Overtime shall mean all time worked in excess of the regular daily or weekly hours as set out in the Hours of Work Article as requested and authorized by the Agency.

**16:04** A part-time employee shall only be eligible for overtime compensation after working the full prescribed daily or weekly hours of work as specified in the Article 17.

**16:05** There shall be no pyramiding of overtime or premiums and therefore overtime shall not be compensated for under more than one Article in this Agreement

## Article 17 Seniority

**17:01** Seniority is defined as the length of continuous service in the bargaining unit since the date of last hire and it shall operate on a classification wide basis. For the purposes of this Agreement there shall be one (1) classification, namely that of Supervisor.

- 17:02** Seniority for part-time employees shall be the number of hours worked.
- 17:03** A seniority list will be posted as soon as possible after the signing of this Agreement and shall be revised annually on or about April 1 of each year. A copy will be posted on each bulletin board, and a copy will be given to the Union's Portage la Prairie office. An employee may challenge the accuracy of the seniority list within the first ten (10) working days from the date the list is posted. If no challenge is made, the employee's standing will be deemed to be correct. In the event the employee is not at work when the list is posted, the objection must be made within four (4) working days from the time of returning to work. The posting shall include a copy of this action.
- 17:04** An employee shall retain and accrue seniority if she/he is absent from work because of:
- (a) Illness or accident to a maximum of twelve (12) months;
  - (b) Paid leave of absence;
  - (c) An unpaid leave of absence of up to thirty (30) working days; or
  - (d) Maternity and parental leave
- 17:05** An employee shall retain but shall not accrue seniority if:
- (a) She/he is absent because of illness or accident over twelve (12) months but less than eighteen (18) months;
  - (b) She/he is promoted outside of the bargaining unit and has not completed his trial period;
  - (c) She/he is laid off for less than twelve (12) months;
  - (d) She/he is on an unpaid leave of absence in excess of thirty (30) working days but less than twelve (12) months.
- 17:06** An employee's seniority shall be forfeited and his employment shall be deemed to be terminated and there shall be no obligation to rehire under the following conditions;

- (a) She/he is discharged for just cause and is not reinstated;
- (b) She/he resigns in writing and does not withdraw his/her resignation within five (5) working days;
- (c) She/he is laid off for a period longer than eighteen (18) months;
- (d) She/he fails to report for duty after notification to his/her last known address or phone number to do so following a layoff; the onus is on the employee to inform the Agency Executive Director of his/her current address and telephone number;
- (e) She/he is retired.

### **Article 18 Lay-off and Recall**

- 18:01** A lay-off shall be defined as a reduction in the work force or a reduction in an employee's regular hours of work.
- 18:02** Employees shall be laid-off in reverse order of seniority provided always that the employees to be retained possess the ability, skill, reliability and qualifications to perform the remaining work.
- 18:03** Employees who are laid-off shall be placed on a re-employment list. Employees placed on the re-employment list shall be called back in reverse order of layoff starting with the most recently laid off employee and proceeding in descending order to the first employee laid-off in the classification from which the employee was laid off, provided that such employees possess, in the sole and exclusive judgement of the Employer, the ability, skill, qualifications and reliability to perform the work.
- 18:04** Notification of recall following a lay-off shall be sent by certified letter to the last reported address of the employee.
- 18:05** No new employee shall be hired until those laid-off who meet the requirements of the job have been given an opportunity of recall.

- 18:06** Unless legislation is more favourable to the employees, the Agency shall give the employee written notice of the date upon which she is to be laid-off at least four (4) weeks before the date on which she is laid-off, and to the extent that such minimum notice is not given, the employee shall receive pay in lieu thereof.
- 18:07** 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 lay-off shall be required to indicate within three (3) working days her/his 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.
- 18:08** Employees on continuous lay-off for a period of eighteen (18) months shall, at the end of that period, be considered terminated and their names shall be removed from the recall list.
- 18:09** Grievances concerning lay-offs and recalls shall be initiated at the Executive Director's step of the Grievance Procedure.
- 18:10** When an employee is to be laid off, he/she shall be allowed two (2) hours off during his/her last shift in order to attend to any personnel or pay related matters not yet settled.
- 18:11** To the extent that layoffs may occur, the parties agree to meet as far in advance as possible to plan for resultant change, but in any case no less than one month before lay-off(s) occurs.
- 18:12** Term employees are not permitted bumping rights at the end of a term of employment. Nothing in this agreement denies a term employee the right to apply for any vacancy to maintain employment security.

## **Article 19 Resignations**

- 19:01** An employee wishing to resign shall provide the Agency with a written notice or resignation.

- 19:02** An employee shall give notice of resignation at least thirty (30) days prior to the date on which his/her resignation is to be effective. Notice of resignation shorter than the required may only be given with the approval of the Agency.
- 19:03** An employee may withdraw his/her notice of resignation within five (5) calendar days of submitting same, after that period, the resignation may only be withdrawn with the approval of the Agency.
- 19:04** Where the employment of an employee is term, fourteen (14) calendar days' notice of resignation is required.

### **Article 20 Vacancies and Change in Employee Status**

- 20:01** When a vacancy occurs or a new position is created within the bargaining unit, the Agency shall post such vacancy or new position on all Agency bulletin boards for a minimum of seven (7) days to enable employees to apply.
- A copy of each job bulletin shall be sent to the Local Union Executive and the Portage la Prairie Union office. The bulletin shall state the closing date, the location of the position, its classification, duties, responsibilities, and qualifications required and the salary range.
- 20:02** Where more than one (1) employee in the bargaining unit applies for the same position, the most senior applicant shall be awarded the position, provided the employee possesses the ability, skill, reliability and qualifications to perform the work.
- 20:03** Employees shall not be promoted or moved outside the bargaining unit without their written consent. An employee shall have the right to return, and the Agency shall have the right to return the employee, to her former position in the bargaining unit during the trial period, which shall be a maximum of sixty (60) days. Such return shall not result in the layoff of an employee holding greater seniority.

- 20:04** An employee who is notified that she 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 Executive Director. Such a request shall be made within ten (10) working days of receipt of the notification of being the unsuccessful applicant.
- 20:05** Term employees shall be made permanent employees of the Agency upon the completion of two (2) years continuous service, except in the cases of sick leave or workers compensation replacements that are in excess of two years.
- 20:06** A permanent employee who is assigned, promoted or transferred in accordance with the Collective Agreement to a term position shall retain the status of a permanent employee. Upon completion of the term of the term position, the employee shall return to her own position or a comparable position within the bargaining unit.

### **Article 21 Disciplinary Action**

- 21:01** An employee shall only be disciplined for just cause.
- 21:02** Where an immediate supervisor believes that disciplinary action of that employee is necessary for just cause she/he may:
- (a) Orally reprimand the employee; or
  - (b) In writing reprimand the employee; or
  - (c) Suspend the employee with or without pay; or
  - (d) Recommend dismissal of the employee to the Executive Director or his/her designate.
- 21:03** Where the Employer is considering suspending or discharging an employee, the following steps will be taken:
- (a) The Employer will conduct a review of the circumstances surrounding the need to take disciplinary action and prepare a written summary.

- (b) The Employer shall hold a meeting with the employee to hear the employee's side of the story within ten (10) working days. The Union will be notified that a meeting is to take place. The employee shall be informed of their right to have a Union representative present.
- (c) The Executive Director shall make the determination as to what disciplinary action will be taken and shall inform the employee in writing within five (5) working days of the meeting, stating full reasons for the action(s).

**21:04** Where a disciplinary action report is to be placed on an employee's file, the employee shall be given an opportunity to sign and date the report indicating only that she has read it. Upon signing the employee shall receive a copy of such a report.

**21:05** Where disciplinary action other than an oral reprimand 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 that it has been read, and shall retain a copy. **Any discipline or letter of direction placed in employees' file may be removed from file upon written request from employee after five (5) years providing no reoccurrence.**

**21:06** An employee may grieve any disciplinary action according to the Grievance Procedure. Grievances concerning demotion, suspension or dismissal shall be initiated at Step 2 of the Grievance Procedure.

**21:07** Except for oral reprimands, where there are investigation or disciplinary meetings which may affect an employee's employment, the employee shall be allowed Union representation of her choice to be present at any meeting that she attends **and the Employer has an obligation to inform the employee of that right.**

## Article 22 Grievance Procedure

- 22:01** 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.
- 22:02** The Union recognizes that each steward is employed full time by the Employer and that she/he will not leave his/her work during working hours except to perform his/her duties under this Agreement. Therefore no steward shall leave his/her work without obtaining the permission of his/her supervisor.
- 22:03** An employee, a steward and/or a staff rep of the Union shall be allowed to attend meetings scheduled by the Employer during working hours for the purpose of settlement of a grievance without loss of remuneration.
- 22:04** 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 his/her steward present at such a discussion. When a grievance cannot be presented in person at any step, it may be transmitted by registered mail.
- 22:05** A grievance is defined as a complaint in writing concerning:  
The application, interpretation or alleged violation of this Agreement.
- (a) Where either party to the Agreement disputes the general application, interpretation or alleged violation of this Agreement, either party may initiate a policy grievance. Such grievances initiated by the Union shall be made to the Executive Director, and such grievances initiated by the Employer shall be made to the President of the Union, or his/her designate and in either case shall be within ten (10) working dates from the date upon which the initiating party was notified orally or in writing, or on which it became aware, or ought to have become aware of the action or circumstances giving rise to the grievance.

(b) Where the parties fail to resolve a grievance under 05 (a), either party may refer the grievance to the arbitration step of the Grievance Procedure.

**22:06** If an employee or the Union fails to initiate or process a grievance within the prescribed time limits, the grievance will be deemed to be abandoned and all rights of recourse to the Grievance Procedure for that particular grievance shall be at an end. If the Employer fails to reply to a grievance within the prescribed time limits, the employee or the Union may process the grievance to the next step. 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.

**22:07** Whenever possible, the grievance shall be presented on an official grievance form. The 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. An employee grievance must be signed by the employee. Except for failure to meet the time limits, a grievance shall not be invalid if it is not written on the official grievance form or for failure to quote the Article in dispute. The grievance may be clarified at any step providing its substance is not changed.

**22:08** An employee has the right to representation by a Union steward and/or Union representative at any step of the Grievance Procedure.

(a) Step 1

Within ten (10) working days after the date upon which the employee was notified orally or in writing, or on which she/he became aware, or ought to have become aware of the action or circumstances giving rise to the grievance, the employee and the Union shall present the grievance with the redress requested to his/her supervisor or person designated by the Executive Director who shall issue a decision in writing to the employee and to the Union within five (5) working days.

(b) Step 2

If the grievance is not resolved satisfactorily at Step 1, the Union shall notify the Executive Director of its desire to proceed to Step 2 within five (5) working days of the receipt of the decision at Step 1. The Executive Director shall issue a decision in writing to the employee and to the Union within ten (10) working days of receipt of the grievance. The Executive Director may hold a hearing to discuss the grievance with the grievor and/or the grievor's representatives, which shall not exceed two, before giving a decision on the grievance.

(c) Step 3

If the grievance is not resolved satisfactorily at Step 2, the Union shall notify the Board of the Employer of its desire to proceed to Step 3 within five (5) working days of the receipt of the decision of Step 2. The Board or its designate shall issue a decision in writing to the employee and to the Union within ten (10) working days. The Board or its designate may hold a hearing to discuss the grievance with the grievor and/or the grievor's representatives, which shall not exceed two, before giving a decision on the grievance.

**22:09** In the case of a dispute arising from the disciplinary demotion, suspension or dismissal of an employee, the grievance shall initially be presented at Step 2, within ten (10) working days of the disciplinary demotion, suspension or dismissal.

**22:10** Grievances concerning layoffs and recalls shall be initiated at Step 2 of the Grievance Procedure within ten (10) working days of the layoff or recall giving rise to the grievance.

**22:11** Any of the time limits referred to above may be extended by mutual agreement of the parties hereto.

**Article 23 Arbitration Procedure**

- 23:01** Effective from the date of the signing of the Agreement and restricted to grievances which occurred and were initiated after that date, unresolved grievances shall be submitted to Arbitration in accordance with the procedure set forth in this Article. In the spirit of cooperation and in the interest of minimizing costs, both parties express preference for a single arbitrator, but retain the right to choose a panel.
- 23:02** The procedure for arbitrating grievances shall be the procedure as set forth below:
- (a) Either of the parties shall, within fifteen (15) working days from the receipt of the decision at Step 3 of the Grievance Procedure, notify the other party in writing of its desire to submit the grievance to arbitration, and said notice shall contain the first party's appointee to the Arbitration Board. A Board of Arbitration shall be without jurisdiction to hear grievances submitted more than fifteen (15) working days from the receipt of the decision at Step 3 of the Grievance Procedure.
  - (b) The party who receives a 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.
  - (c) 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 Chairman thereof.
  - (d) If the party receiving the notice fails to name an appointee or if the two (2) appointees fail to agree upon a Chairperson within the time limit specified, the appointment shall be made by the Manitoba Labour Board.
  - (e) The Arbitration Board shall hear and determine the difference or allegation and shall issue a decision, which decision shall be final and

binding and enforceable upon the parties and upon any employee affected by it.

- (f) The Arbitration Board may summon before it any witnesses and may 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) Any of the time limits referred to above may be extended by mutual agreement of the parties hereto.
- (h) The decision of the majority shall be the decision of the Arbitration Board, but if there is no majority, the decision of the Chairman shall be the decision of the Board.
- (i) 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.
- (j) The Arbitration Board shall expressly confine itself to the precise issue submitted to it, and shall have no authority to make a decision and/or recommendation on any other issue not so submitted to the Board.
- (k) Where the Arbitration Board determines that an employee has been dismissed or otherwise disciplined by the Employer for cause, and provided the collective agreement does not provide a specific remedy or penalty for the cause of the dismissal or disciplinary action, 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.

**23:03** Should the parties disagree as to the meaning of the Board's decision, within thirty (30) days of receipt of the decision, either party may apply to the Chairman of the Board of Arbitration to reconvene the Board to clarify the decision.

- 23:04** Each party shall pay the fees and expenses of the arbitrator it appoints, and one-half ( $\frac{1}{2}$ ) of the fees and expenses of the Chairman.
- 23:05** In the event the parties agree to a single arbitrator, the provisions of this Article relating to an Arbitration Board shall apply, mutatis mutandis to the single arbitrator.

#### **Article 24 Personnel File**

- 24:01** Only one (1) personnel file shall be kept and all records relating to an employee's record shall be retained on that file.
- 24:02** Within one (1) week of making a written request, an employee shall have the right to have access to and review her personnel file and shall have the right to initial and date all documents on file. Such reply shall become part of the permanent record.
- 24:03** Any disagreement as to the accuracy of information contained in the file may be subject to the grievance procedure and the eventual resolution thereof shall become part of the employee's file.
- 24:04** No evidence from the employee's file may be introduced as evidence in any hearing of which the employee was not aware of at the time of filing.
- 24:05** An employee shall have the right to make copies of any material contained in his/her personnel file.
- 24:06** The Employer shall have the right to have its representative present when the employee is examining his/her personnel file. The employee may have a Union representative of her choice present for the examination.

#### **Article 25 Vacation**

- 25:01** For purposes of this Agreement, a vacation year is the period beginning on the first (1<sup>st</sup>) day of April and ending on the thirty-first (31<sup>st</sup>) day of March next following.

**25:02** Permanent full-time employees shall earn vacation leave credits on the following basis:

Supervisors -twenty (20) working days per year;

- In the calendar year of the fifth anniversary and each year thereafter - twenty-five (25) working days;
- In the calendar year of the tenth anniversary and each year thereafter - thirty (30) working days;
- In the calendar year of the thirtieth anniversary and each year thereafter - thirty-five (35) working days.
- **An additional five (5) days of vacation shall be granted to an employee only in the vacation year of her twenty-fifth anniversary of employment and in each subsequent fifth anniversary year.**

**25:03** A permanent full-time employee with less than one (1) years' service is eligible for vacation with pay on a pro-rata basis.

**25:04** Casual and hourly paid employees will receive holiday pay in accordance with the Vacations with Pay Act.

- 25:05**
- (a) Vacation leave may be taken only with the consent of the Employer and will not be unreasonably withheld.
  - (b) Vacation leave shall commence at the end of the employee's work week and scheduled days off.
  - (c) Except with the written consent of the Employer vacation leave shall be taken in the vacation year following the vacation year in which it is earned.
  - (d) With the written approval of the Employer, vacation leave may, in exceptional circumstances, be carried forward to the next following year to supplement the vacation period of that year, but in no case will a vacation carry-over be allowed for more than one (1) consecutive year.

## Article 26 Holidays

**26:01** The following holidays shall be observed:

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

Any other holiday proclaimed by Federal or Provincial Statute.

Provided that where any of the said days fall on a Saturday, the preceding working day shall be observed as the holiday in lieu thereof and where any of the said days fall on 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.

**26:02** An employee is entitled to pay for a holiday on which she/he does not work, provided:

- (a) She/he did not fail to report for work after having been called to work on the day of the holiday; and
- (b) She/he did not absent himself from work without the Employer's consent on either the regular working day immediately preceding or following the holiday unless his/her absence is by reason of established illness.

**26:03** An employee who is entitled to pay for a holiday and is required to work on the holiday when it is not a regular scheduled working day, shall, in addition to the regular holiday pay be compensated at straight time for all hours worked on the holiday, or be granted compensatory leave for such hours worked at his/her straight time rate of pay.

- 26:04** An employee who is scheduled and who works on a holiday shall receive an alternate day off with pay at a time agreeable to the employee's supervisor.
- 26:05** Where an employee who has been required to work on holidays, leaves the employ of the Employer she/he shall be entitled to receive pay in lieu of that number of days' leave of absence that has not been granted to him to which she/he is normally eligible under Section :04.
- 26:06** Where a holiday falls within the vacation period of an employee, one (1) additional working day shall be added to the employee's vacation entitlement in lieu of the statutory holidays.

### **Article 27 Sick Leave**

- 27:01** Sick leave means a period when an employee is unable to perform regular duties as a result of illness or injury or quarantine and includes a period of time that an employee is away from work due to the examination or treatment of a physician, psychotherapist, EAP professional, chiropractor or dentist, or because of an accident for which compensation is not payable under the Workers Compensation Act.
- 27:02** The sick leave to which a full-time permanent employee is entitled shall accumulate at the rate of one and one-half (1½) days per month during an employee's first four (4) years of service (effective May 1, 1983) and two (2) days per month during the employee's fifth and subsequent years of continuous service. Sick leave shall not accumulate beyond two hundred eight (208) working days.
- 27:03** Employees employed on a part-time or term basis shall be granted sick leave with pay on a pro-rata basis.
- 27:04** A deduction shall be made from accumulated sick leave of all normal working days absent for sick leave.
- 27:05** Sick leave shall continue to accrue if an employee is absent on any period of a paid leave of absence.

- 27:06** An employee who has been absent on sick leave with pay, upon returning to work, shall continue to accumulate sick leave in accordance with Section :02.
- 27:07** Sick leave accumulates from the date of hire but sick time paid to a probationary employee will be deducted from the employee's final pay if she/he fails to be placed on permanent staff.
- 27:08** Sick leave will be paid only if an employee has sufficient sick time accumulated to cover the period in question.
- 27:09** Sick leave shall not accumulate during periods when an employee is on an unpaid leave of absence in excess of thirty (30) days or on sick leave for a period of more than twenty-one (21) consecutive calendar days.
- 27:10** Where an employee is to be absent because of illness, the employee shall endeavour to notify the employee's immediate supervisor of the absence due to illness at least one hour (1) prior to and not more than thirty (30) minutes after the normal hour of beginning work, or as soon thereafter as the means of communication permit.
- 27:11** An employee who has been absent because of sickness for a period of more than three (3) consecutive working days shall furnish, when requested by the agency, at any time during or after this period of sickness, a medical certification or sworn statutory declaration certifying that the employee is or was unable to be present at work because of the illness. When an employee fails to produce a medical certificate or statutory declaration acceptable to the agency, the employee shall not be entitled to be paid for the period of absence.
- 27:12** An employee on his/her return to work may be required to furnish a medical certificate when requested by the Employer. Failure to produce a medical certificate acceptable to the Employer within five (5) days of the request, will result in a loss of pay for the period of absence. Such loss of pay does not preclude the Employer from further disciplining an employee for improper absence from work.

- 27:13** Where an employee has been absent because of illness or injury, she/he shall complete and submit on return, a form as required.
- 27:14** Where an employee becomes incapacitated by illness or injury during the period of his/her scheduled annual vacation, the Employer shall grant sick leave and credit the employee with alternate days' vacation equivalent to the number of days approved sick leave providing the incapacitation is over three (3) days. The employee may be required to provide proof of illness.
- 27:15** 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.
- 27:16** When an employee has been authorized by his/her supervisor to be absent from work because of a doctor's or dentist's appointment, a deduction from the employee's accumulated sick leave shall be made for the period of absence.
- 27:17** Employees shall be entitled to use up to **five (5)** days per year from their accumulated sick leave days as "personal leave" days. It is understood that these days must be approved in advance by the Supervisor and documented as "personal leave days" on the blue slip.
- 27:18** Where it can be demonstrated by the employee that no one at home other than the employee can provide for the needs during illness of an immediate family member, an employee shall be entitled, after notifying his/her Supervisor, to use a maximum of **five (5)** accumulated sick leave days per illness to care for that family member.
- 27:19** The parties recognize that gambling, alcohol, and drug misuse does occur, and that such misuse has the potential to adversely affect an employee's work performance. Subject to approval from the Executive Director, an employee will be granted sick leave to pursue treatment that involves time away from work for participation in residential treatment.

## **Article 28 Leave of Absence**

- 28:01** An employee, upon request, in writing being made to the Agency, may be granted a leave of absence with or without pay for good and sufficient reason. The Agency recognizes that employee absences may place burdens on remaining staff and undertakes to give due consideration to workload issues in deciding whether to fill behind an absent employee.
- 28:02** An employee shall be allowed one (1) day off with pay to process a Canadian Citizenship application.
- 28:03** Up to one (1) employee who is elected or selected for a full-time position with the Union shall be granted a leave of absence without pay and without loss of seniority at the discretion of Management. The decision will be dependent upon service considerations and will not be unreasonably withheld. The Agency may review and may renew such leave of absence annually thereafter. An employee resuming employment shall be reinstated in the employee's former position or comparable position within the Agency with no less wages or benefits.
- 28:04** An employee who is elected to public office shall be granted a leave of absence without pay and without loss of seniority. An employee resuming her/his employment shall be reinstated in the employee's former position or comparable position with no less wages or benefits. Not more than one (1) employee at one time may be absent on leave granted under this Article. The length of term is limited to four (4) years and the employee will provide a minimum of three (3) months' notice of their intent to return.

## **Article 29 Court Leave**

- 29:01** 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 except reimbursement for out of pocket expenses received by the employee shall be remitted to the Agency.

### **Article 30 Maternity Leave**

**30:01** An employee who qualifies for maternity leave may apply for such leave in accordance with either Plan A or Plan B but not both.

#### **Plan A**

**30:02** Every pregnant employee:

- (a) Who has completed seven (7) continuous months of employment for or with the Employer;
- (b) Who submits to the Employer an application in writing for leave under this section 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) Who provides the Employer with a certificate of a duly qualified medical practitioner certifying that she is pregnant and specifying the estimated date of her delivery; is entitled to and shall be granted maternity leave without pay consisting of:
  - (d) A period not exceeding twenty (20) weeks if delivery occurs on or before the date of delivery specified in the certificate mentioned in clause (c); or
  - (e) A period of twenty (20) weeks plus an additional period equal to the period between the date of delivery specified in the certificate mentioned in clause (c) and the actual date of delivery, if delivery occurs after the date mentioned in that certificate;
- (f) Subject to clause (g), a compulsory period of six (6) weeks immediately following the actual date of delivery;
- (g) The Employer may vary the length of maternity leave upon proper certification by the attending physician.

- 30:03** Sections 52 through 59 inclusive of the Employment Standards Code respecting Maternity and Parental Leave shall apply “mutatis mutandis”.
- 30:04** An employee who has been granted maternity leave shall be permitted to apply up to a maximum of ten (10) days of her accumulated sick leave against the Employment Insurance waiting time.

**Plan B**

- 30:05** Effective the latter of:
- (a) The bi-weekly pay period following the date of signing, or
  - (b) The date a Supplementary Employment Benefit Plan (SUB) is approved for implementation by the Canada Employment and Immigration Commission (CEIC) and limited to maternity leaves commencing on or after that date, the provisions of Plan B will come into effect.
- 30:06** In order to qualify for Plan B a pregnant employee must:
- (a) Have completed seven (7) continuous months of employment with the Employer;
  - (b) Submit to the Employer an application in writing, for leave under Plan B at least four (4) weeks before the day specified by her in the application as the day on which she intends to commence such leave;
  - (c) Provide the Employer with a certificate of a duly qualified medical practitioner certifying that she is pregnant and specifying the estimated date of her delivery;
  - (d) Provide the Employer with proof that she has applied for Employment Insurance benefits and that the C.E.I.C. has agreed that the employee has qualified for and is entitled to such E.I. benefits pursuant to the Employment Insurance Act.
- 30:07** An applicant for Maternity Leave under Plan B must sign an agreement with the Employer providing that:

- (a) She will return to work and remain in the employ of the Employer on a full-time basis for at least six (6) months following her return to work, unless she has pre-arranged to return to work on a less than full-time basis.
  - (i) When a full-time employee returns to work on a scheduled part-time basis or to a job-sharing arrangement (should the Parties agree to such an arrangement), she will be required to work the equivalent of six (6) months service within a fifteen (15) month period.
- (b) She will return to work on the date of the expiry of her maternity leave unless this date is modified by the Employer, and
- (c) Should she fail to return to work as provided under (a) and/or (b) above, she is indebted to the Employer for the full amount of pay received from the Employer as a maternity allowance during her entire period of maternity leave.

**30:08** An employee who qualifies is entitled to a maternity leave consisting of:

- (a) A period not exceeding seventeen (17) weeks if delivery occurs on or before the date of delivery specified in the certificate mentioned in Section :07 (c), or
- (b) A period of seventeen (17) weeks plus an additional period equal to the period between the date of delivery specified in the certificate mentioned in Section :07 (c) and the actual date of delivery, if delivery occurs after the date mentioned in that certificate;
- (c) The Employer may vary the length of maternity leave upon proper certification by the attending physician.

**30:09** During the period of maternity leave, an employee who qualifies is entitled to a maternity leave allowance in accordance with the SUB plan as follows:

- (a) For the first two (2) weeks an employee shall receive ninety-three percent (93%) of her weekly rate of pay;

- (b) For up to a maximum of fifteen (15) additional weeks, payments equivalent to the difference between the EI benefits the employee is eligible to receive and ninety-three percent (93%) of her weekly rate of pay.
- (c) All other time as may be provided under Section 30:07 shall be on a leave without pay basis.

**30:10** Plan B applies only to full-time and part-time employees.

**30:11** During the period of leave, sick leave and vacation benefits will not accrue.

**30:12** Sections 52 through 59 inclusive of The Employment Standards Act respecting maternity leave shall apply “mutatis mutandis”.

### **Parental Leave**

**30:13** (1) In order to qualify for parental leave, an employee must:

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

(2) An employee who qualifies under (1) must:

- (a) Have completed seven (7) continuous months of employment; and
- (b) Submit to the Employer an application in writing for parental leave at least four (4) weeks before the day specified in the application as the day on which the employee intends to commence the leave.

(3) An employee who qualifies in accordance with 30:12 (1) and (2) is entitled to parental leave without pay for a continuous period of up to thirty-seven (37).

(4) Subject to Article 30:12 (5) parental leave must commence no later than the first anniversary date of the birth or adoption of the child or the date

on which the child comes into the actual care and custody of the employee.

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

### **Article 31 Paternity Leave**

- 31:01** A male employee may be granted up to a maximum of three (3) days' leave with pay to attend to needs directly related to the birth of his child. Such leave may be granted on the day of, or the day following, the birth of his child or the day of his wife's admission to, or discharge from, hospital.
- 31:02** Male employees are entitled to parental leave in accordance with the provisions of Article 31:12 of the Collective Agreement.

### **Article 32 Bereavement/Critical Leave**

- 32:01** An employee may be granted compassionate leave and/or critical illness leave in the event of a death or critical illness of a member of an employee's immediate family.
- 32:02** For purpose of granting compassionate and/or critical illness leave, immediate family is defined as father, step-father, father-in-law, step-father-in-law, mother, step-mother, mother-in-law, step-mother in-law, brother, step-brother, sister, step-sister, spouse, child or ward of the employee, son, step-son/daughter-in-law, common-law spouse/live-in partner, grandparent(s), great-grandparents, grandchild, great-grand-child, fiancée, or relative permanently residing in the employee's household or with whom the employee permanently resides. Common-law spouse/live-in partner shall be defined as a partner cohabiting with the employee for a period of at least six (6) months. Fiancée shall be defined as a man or woman who is formally engaged to be married to the employee.

- 32:03** An employee may be granted compassionate leave, for a period of up to five (5) days without loss of salary in the event of a death of a defined immediate family member.
- 32:04** An employee may be granted compassionate leave up to a maximum of one (1) day, without loss of salary in the event of the death of the employee's sister-in-law, brother-in-law, aunt or uncle **or to serve as pallbearer or eulogist.**
- 32:05** At the discretion of the Executive Director, an employee may be granted additional **bereavement** or special leave up to a maximum of ten (10) days without pay.
- 32:06** **An employee shall be entitled to additional bereavement leave, for up to a maximum of two (2) days without loss of salary upon request, for the purpose of attending a funeral for which the employee is otherwise entitled to bereavement leave, at a distance of two hundred and twenty-five (225) kilometers from the employee's home.**
- 32:07** **An employee who is entitled to bereavement leave under this Article while on scheduled vacation, shall have a vacation credit restored for the number of applicable days.**

#### Article 34 Compassionate Care Leave

- 34:01** **An employee who has been employed by the Employer for thirty (30) or more days will be eligible to apply for unpaid compassionate care leave of up to eight (8) weeks to provide care or support to a critically ill family member. Entitlement to such leave and the scope of the term "family member" will be subject to the provisions of Section 59.2 of the Employment Standards Code of Manitoba.**
- 34:02** **In order to be eligible for such leave the employee must provide the Employer with a physician's certificate stating that a family member of the employee has a serious medical condition with a significant risk of death within twenty-six (26) weeks from the date when the leave either**

commenced or will begin and that the family member requires the care and support of one or more family members.

- 34:03 No period of leave may be less than one (1) weeks' duration. An employee may take no more than two (2) period 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 such leave.
- 34:05 At the end of such leave, the Employer shall reinstate the employee to the position the employee occupied when the leave began or to a comparable position with not less than the wages and any other benefits earned by the employee immediately before the leave began, provided however that such obligation will not apply if the employee is either laid off, terminated, or otherwise not reinstated for reasons unrelated to the leave.
- 34:06 Notwithstanding the provisions of Article 16 (Seniority), seniority shall accrue during any period of leave that is granted pursuant to the foregoing provisions.
- 34:07 An employee who is entitled to utilize five (5) days of critical care leave pursuant to Article 33 of the Collective Agreement may, if such leave has not already been utilized, utilize such leave at the outset of and in lieu of the first week of any unpaid compassionate leave that is available pursuant to this article.
- 34:08 In the event that the family member dies while the employee is absent on unpaid compassionate care leave, the employee shall be eligible to utilize up to five (5) days paid bereavement leave pursuant to Article 31, provided however that the leave commences with the date of the family member's death and provided further that the employee provides the Employer with written confirmation that he or she has not and will not

accept any Employment Insurance benefits with respect to any portion of the period of bereavement leave.

- 34:09** Unless the employee and the Employer agree otherwise, an employee may end a leave earlier than the expiry of eight (8) weeks by giving the Employer at least forty-eight (48) hours' notice with his or her expected date of return.

### **Article 33 Strikes and Lockouts/Picket Lines**

- 33:01** 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 walkout on the part of the employees represented by the Union nor shall any employee(s) threaten or take part in any such action or any other action which would interfere with the Employer's operations. If any such action should be taken by the employee(s) then the Union will take affirmative measures to prevent the employee(s) from continuing such actions. If any such employee(s) shall take any such action contrary to this Article such employee(s) will be subject to disciplinary action or dismissal by the Employer.

The Employer 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.

- 33:02** No employee shall be required to cross a legally recognized picket line except in cases where, in the opinion of the Supervisor, it is necessary to do so in order to provide emergency service. Any dispute shall be resolved by referral to the Executive Director.

### **Article 34 Use of Privately Owned Vehicles**

- 34:01** An employee who is authorized to use his/her own vehicle for the business of the Employer, and does so, shall be paid an allowance in accordance with the Employer's scale of car allowance which shall not be less than that

approved by the Province of Manitoba. The employee shall be responsible for arranging and paying insurance coverage for this purpose as may be required by Autopac and such insurance shall include \$1,000,000.00 public liability and property damage coverage. Such employee may be required to furnish satisfactory proof to the Employer that such insurance has been obtained and upon proof of payment of the premium for such insurance, the Employer shall reimburse the employee for the difference between the general all purpose and the commercial coverage.

- 34:02** An employee, in order to qualify for mileage payment, must abide by all the rules and regulations established by the Employer for payment of such mileage.
- 34:03** All employees who travel on Employer business must, as a condition of employment, have a properly serviced automobile and a valid driver's licence. Failure to operate such a vehicle or the loss of such license may be proper grounds for dismissing such employee. However, where the loss of the employee's driver's license is due not to a driving or criminal offence but due to declining health, then the Employer will examine possible redeployment options before taking such action. The employee will be asked to provide satisfactory medical evidence of said failing health.
- 34:04** **If an employee's vehicle is vandalized on Employer property the employee will be reimbursed for their insurance deductible on expense cheque up to \$200.**

### **Article 35 Harassment and Violence**

- 35:01** The Agency, the Union and the employees agree that no form of harassment and violence shall be condoned in the workplace and it is further agreed that all parties will work together to recognize and deal with these problems when they arise.

### **Article 36 Civil Liability**

**36:01** If an action or proceeding is brought against any employee covered by this Agreement for a tort, or any other act or omission alleged to have been committed in the course of the employee's duties, provided such actions do not constitute a gross disregard or neglect of duty, or do not comprise any fraudulent or malicious act or omission, then:

- (a) The employee, upon being served with any legal process, or upon receipt of notification of any action or proceeding as hereinbefore referred to, being commenced against him shall advise the Employer of any such notification or legal process;
- (b) The Employer shall pay any damages or costs awarded against any such employee in any such action or proceedings and all legal fees, and/or;
- (c) The Employer shall pay any sum required to be paid by such employee in connection with the settlement of any claim made against such employee if such settlement is approved by the Employer, before same is finalized;
- (d) Upon the employee notifying the Employer in accordance with paragraph (a) above, the Employer shall forthwith refer the matter to the Employer's insurance carrier for appointment of counsel. Should the counsel be acceptable, the employee agrees to cooperate fully with appointed counsel. Should the counsel not be acceptable to the employee, the Employer shall not be responsible for payment of legal fees, damages, costs, or sums agreed to by way of settlement.

### **Article 37 Benefit Plans and Meals, Loss, Damage and Theft Coverage**

**37:01** The Employer shall pay the full cost of the following plans:

- (a) Manitoba Blue Cross Extended Health Plan;
- (b) Manitoba Blue Cross Semi-Private Hospital/Ambulance Plan.

- (c) Manitoba Blue Cross Employee Assistance Plan;
- (d) Manitoba Blue Cross Dental Plan;
- (e) Agency Long Term Disability Plan;
- (f) Manitoba Workers Compensation Plan.
- (g) Manitoba Blue Cross Travel Insurance

**37:02 Health Spending Account**

Effective April 1, 2011, a Health Spending Account will be available to all active employees covered under this agreement, under the following terms:

- Maximum claim per year is four hundred fifty dollars (\$450); effective April 1, 2013 maximum claim per year increases to five hundred dollars (\$500).
- Eligible expenses shall include professional medical services, dental services, prescription drugs, eyeglasses or other health related expenditures approved at the sole discretion of the Executive Director that are not covered by any other plan.
- Coverage is obtained by the individual claimant completing a payment requisition with receipt attached for approval by the Executive Director.
- No carryover of Health Spending Account funding from one year to the next but an employee can carry forward claims for up to one year.

**37:03** The Employer and employees shall cost share the following plans:

- (a) Agency Pension Plan;
- (b) Agency Group Life Insurance Plan.

**37:04** All plan documents are available from the Employer to employees for information.

**37:05** The above noted benefits shall be subject to the terms and conditions of the Master Policies issued to the Employer by the insuring organization.

- 37:06** None of the above noted Plans shall form part of the Collective Agreement, but it is agreed that any failure by the Employer to provide coverage for eligible employees shall entitle the Union to submit such failure to arbitration.
- 37:07** The Agency shall provide meal allowances and mileage at prevailing rates paid by the Province of Manitoba to its employees covered by their Master Agreement as adjusted from time to time. Eligibility requirements remain as per Agency policy.
- 37:08** Where an employee, because of the action of a client, suffers damage, theft or destruction of personal effects including eye-glasses, false teeth, a watch, clothing, or other items required or requested by the Agency to carry out the work of the employee in the performance of the employee's duties, the employee shall be reimbursed at:
- (a) Full replacement cost provided that the item that is stolen or damaged beyond repair has been purchased within six (6) months of the incident.
  - (b) If the item has been purchased within six (6) months to two (2) years of the incident, at eighty-five percent (85%) of the replacement cost;
  - (c) At seventy-five percent (75%) of the replacement cost in all other cases.
- 37:09** Where repairs are able to be made to the personal effects, the employee shall be reimbursed for the reasonable cost of those repairs.
- 37:10** All incidents of theft, destruction of or damage to these personal effects shall be reported in writing, by the employee whose personal effects are stolen or damaged, to the employing authority within forty-eight (48) hours of the incident. The report will include a description of the circumstances that lead to the theft or destruction of, a description of the item(s) stolen or damaged, including where the item was originally purchased, the cost of the item, whether the item is covered by insurance and the approximate date of purchase.

- 37:11** Employees are responsible for any personal effects which are brought to their place of work and are not specifically required in the course of their employment and no claim for compensation will be considered.
- 37:12** Where compensation is available from an employee's personal insurance, the deductible portion may be claimed.

### **Article 38 Severance/Retirement**

- 38:01** In the event of a permanent layoff (i.e. where the employee is out of employment and is not hired by a successor or merged or amalgamated Employer) payment of one (1) week's severance for each complete year of service with the Employer since last date of hire, to a maximum of twenty-six (26) weeks. **Severance pay to be based on last regular biweekly rate of pay and to be paid out to estate in the event of death.**
- 38:02** In the event of retirement pursuant to the provision of the Employee's Pension Plan (i.e. the employee immediately begins receiving regular periodic pension payments under the terms of such plan), payment of one (1) week's severance pay for each complete continuous year of service worked subsequent to April 1, 1990, to a maximum of twenty-six (26) weeks. **Severance pay to be based on last regular biweekly rate of pay and to be paid out to estate in the event of death**

### **Article 39 Technological Change**

- 39:01** "Technological Change" means the introduction of equipment or material which is likely to affect the security of employment of a permanent member of the bargaining unit.
- 39:02** Unless legislation is more favourable, the Employer shall notify the Union, in writing, at least **one (1) year** before the introduction of such technological change.

During this period, the parties will meet to discuss the steps to be taken to assist the employees who could be affected.

- 39:03** The notice mentioned in :02 shall include the following:
- (a) The nature of the change;
  - (b) The date on which the Employer proposes to effect the change;
  - (c) The approximate number, type and location of employees likely to be affected by the change;
  - (d) The effects the change may be expected to have on the employee(s)' working conditions and terms of employment.
- 39:04** Where new or greater skills are required than are already possessed by affected employees under the present methods of operation, such employee shall, at the expense of the Employer, be given the required time to perfect or acquire the skills necessitated by the new method of operation, provided the affected employee has the skill and ability to acquire the new skills and the time required will not create an undue hardship for the agency. There shall be no reduction in wage or salary rates during the training period of any such employee.
- 39:05** The training provided for in this Article shall be given during the normal hours of work whenever possible. Any time devoted to training due to technological change shall be considered time worked.
- 39:06** No regular employee shall be dismissed or have his/her regular hours reduced by the Employer because of technological change.

#### **Article 40 Education Allowance**

- 40:01** The Agency shall pay all costs of any course of instruction required by the Agency.

### **Article 41 Contracting Out**

**41:01** The Employer agrees that no work performed by members of the bargaining unit shall be contracted out resulting in the layoff or reduction in the hours of work of any member of the bargaining unit.

### **Article 42 Part-time Employees**

**42:01** All part-time employees shall receive benefits on a pro-rata basis according to their assigned EFT at the time of hire or as increased thereafter by the Agency, unless otherwise specified in a specific provision or Plan or Act or its regulation.

### **Article 43 Employment Security**

**43:01** No lay-off of regular employees hired on or before March 26, 2010 for the duration of the Collective Agreement.

**43:02** The Agency will reimburse social worker professional fees up to a maximum of two hundred and fifty dollars (\$250.00) per year, upon submission of claim and actual receipts of fees paid by the employee.

### **Article 45 Workers Compensation Benefits**

**45:01** The Employer will pay matching amount of pension that employees contribute while off work and in receipt of WCB benefits.

IN WITNESS WHEREOF A representative of Child and Family Services, Central Manitoba (Supervisors) has hereunto set their hand for, and on behalf of, Child and Family Services, Central Manitoba (Supervisors) and a Staff Representative of Manitoba Government and General Employees' Union has set their hand for, and on behalf of, Manitoba Government and General Employees' Union.

Signed this 6 day of

January 2018

Gracey Bercei  
On behalf of Child and Family Services  
Central Manitoba

Jackie  
On behalf of Manitoba Government  
and General Employees' Union

[Signature]  
On behalf of Child and Family Services  
Central Manitoba

[Signature]  
On behalf of Manitoba Government  
and General Employees' Union

**Memorandum of Agreement**

*between*

**Child and Family Services of Central Manitoba**

*and*

**Manitoba Government and General Employees' Union**

**Re: Essential Services**

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The parties hereto agree to commence meeting within ninety (90) days of the signing of this Agreement to develop an Essential Services Agreement for this bargaining unit.

This Memorandum is attached to and forms part of this Agreement.

Signed this 6 day of

January 2018

Tracey Bercei  
On behalf of Child and Family Services  
Central Manitoba

[Signature]  
On behalf of Manitoba Government  
and General Employees' Union

[Signature]  
On behalf of Child and Family Services  
Central Manitoba

[Signature]  
On behalf of Manitoba Government  
and General Employees' Union

**Memorandum of Agreement**

*between*

**Child and Family Services of Central Manitoba**

*and*

**Manitoba Government and General Employees' Union**

**Re: Education Allowance**

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The Agency agrees to pay for receipted expenses for professional development activities directly related to the work of the individual supervisor up to three hundred-fifty dollars (\$350.00) per EFT per fiscal year.

Signed this 6 day of

Tracy Bercei  
On behalf of Child and Family Services  
Central Manitoba

[Signature]  
On behalf of Child and Family Services  
Central Manitoba

January 2018

[Signature]  
On behalf of Manitoba Government  
and General Employees' Union

[Signature]  
On behalf of Manitoba Government  
and General Employees' Union

## Schedule "A" – Effective March 22, 2014

### Year 1 – March 27, 2014 to March 26, 2015

SOCIAL SERVICES WORKER 5	60,371	62,584	65,231	67,558	70,205	72,910	75,860	78,735
SP5	2,314.20	2,399.03	2,500.53	2,589.70	2,691.20	2,794.88	2,907.98	3,018.18
	31.92	33.09	34.49	35.72	37.12	38.55	40.11	41.63
	81,950	83,596						
	3,141.43	3,204.50						
	43.33	44.20						

### Year 2 – March 27, 2015 to March 26, 2016

SOCIAL SERVICES WORKER 5	60,976	63,208	65,874	68,238	70,905	73,648	76,617	79,530
SP5	2,337.40	2,422.95	2,525.18	2,615.80	2,718.03	2,823.15	2,936.98	3,048.63
	32.24	33.42	34.83	36.08	37.49	38.94	40.51	42.05
	82,764	84,428						
	3,172.60	3,236.40						
	43.76	44.64						

### Year 3 – March 27, 2016 to March 26, 2017

SOCIAL SERVICES WORKER 5	62,186	64,475	67,198	69,600	72,324	75,123	78,149	81,118
SP5	2,383.80	2,471.53	2,575.93	2,668.00	2,772.40	2,879.70	2,995.70	3,109.53
	32.88	34.09	35.53	36.80	38.24	39.72	41.32	42.89
	84,428	86,111						
	3,236.40	3,300.93						
	44.64	45.53						

**Year 4 – March 27, 2017 to March 26, 2018**

SOCIAL SERVICES									
WORKER 5	63,434	65,761	68,541	71,000	73,761	76,617	79,719	82,745	
SP5	2,431.65	2,520.83	2,627.40	2,721.65	2,827.50	2,936.98	3,055.88	3,171.88	
	33.54	34.77	36.24	37.54	39.00	40.51	42.15	43.75	
	86,111	87,832							
	3,300.93	3,366.90							
	45.53	46.44							

**Year 5 – March 27, 2018 to October 1, 2018**

SOCIAL SERVICES									
WORKER 5	64,078	66,423	69,222	71,718	74,499	77,392	80,513	83,577	
SP5	2,456.30	2,546.20	2,653.50	2,749.20	2,855.78	2,966.70	3,086.33	3,203.78	
	33.88	35.12	36.60	37.92	39.39	40.92	42.57	44.19	
	86,981	88,702							
	3,334.28	3,400.25							
	45.99	46.90							

**Year 5 – October 1, 2018 to March 26, 2019**

SOCIAL SERVICES									
WORKER 5	64,721	67,085	69,922	72,437	75,236	78,168	81,326	84,409	
SP5	2,480.95	2,571.58	2,680.33	2,776.75	2,884.05	2,996.43	3,117.50	3,235.68	
	34.22	35.47	36.97	38.30	39.78	41.33	43.00	44.63	
	87,851	89,591							
	3,367.63	3,434.33							
	46.45	47.37							