

Collective Agreement

between

Metis Child and Family Services Authority

and

Manitoba Government and General Employees' Union

Local 394

November 16, 2015 to November 15, 2020

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*All changes appear in **bold**.

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THIS AGREEMENT made this 21st day of July, 2016.

between

Metis Child and Family Services Authority (MCFSA)

(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.

Preamble

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

- Promote Metis and Inuit cultures and values.
- 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 security of all employees in the bargaining unit.

Article 1 Definitions

1:01 In this Agreement, unless the context otherwise requires, the expressions listed have the following meanings:

- (a) “Accumulated Service” means the equivalent length of service acquired by the employee in accordance with the following:
 - (i) Accumulated service is calculated based on all hours for which an employee has received regular pay. This includes regular hours worked and approved leaves of absence from the Employer where regular pay is maintained.
 - (ii) Accumulated service does not include overtime hours or any leaves of absence without pay or with partial pay including, but not limited to, suspensions without pay, worker’s compensation and other leave situations.
 - (iii) Accumulated service must be continuous service.
 - (iv) One (1) year of accumulated service for employees in seven and one-half (7½) hours per day classifications equals 1,950 hours of accumulated service.
 - (v) An employee can only receive a maximum of one (1) year of accumulated service in any twelve (12) month period.
- (b) “Authorized Overtime” shall mean overtime authorized by the supervisor or designate in advance and in writing where reasonably possible.
- (c) “Calendar Service” means the length of continuous service from the employee’s most recent date of hire to the present. Periods of layoff, while not affecting the continuity of service, are not included in the calculation of calendar service.
- (d) “Classification” means a group of positions involving duties and responsibilities so similar that the same or like qualifications may

reasonably be required for, and the same schedule or grade of pay can be reasonably applied to, all positions in the group.

- (e) “Continuous Service” means consecutive and contiguous days, weeks, months and/or years of employment with the Employer where there has been no break in service involving termination of the employee.
- (f) “Day” means calendar day unless otherwise stated.
- (g) “Employee” means a person employed in a position in the bargaining unit. Employees are covered by all provisions of this Agreement unless otherwise specified.
 - (i) “Full-time” Employee means an employee who is scheduled on a regular ongoing basis to work the regular hours described in Article 14.
 - (ii) “Term Employee” means an employee hired for a specific term of employment. The term of employment may be based on a specific period of time or the completion of a specific job or until the occurrence of a specified event.
 - (iii) “Part-Time Employee” means an employee who normally works less than the full normal daily, weekly or monthly hours, as the case may be, and whose work follows an ongoing, predetermined schedule of work on a regular and recurring basis.
- (h) “Employer” means Metis Child and Family Services Authority and herein referred to as the Employer.
- (i) “Grade of Pay”, “Pay Range” or “Pay Grade” means a series of rates of remuneration for a class that provides for a minimum rate, a maximum rate and such intermediate rates, if any, as may be considered necessary to permit periodic increases in remuneration and as set out in the respective Salary Schedule.

- (j) “Increment or Merit Increase” means the amount per annum provided as a rate of increase in the applicable salary payable to any eligible employee, which unless the context of the relevant approved pay range otherwise clearly indicates, may be granted annually on the applicable anniversary dates.
- (k) “Layoff” means to temporarily remove from a position of employment subject to the employee retaining such rights as set out under this Agreement.
- (l) “Promotion” means a change of employment from one (1) position to another having a higher maximum salary.
- (m) “Transfer” means the removal of an employee from a position in a class and appointing the employee to another position in the same class or to another position in a different class having the same maximum rate of pay.
- (n) “Union” means the Manitoba Government and General Employees’ Union.

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

Article 2 Duration of Agreement

2:01 This Agreement shall become effective from **November 16, 2015** and shall continue in effect up to and including **November 15, 2020** and shall remain in force and effect from year to year thereafter unless written notice to negotiate a renewal, or revision and renewal is given by either party at least forty-five (45) days prior to but not more than one hundred eighty (180) days prior to the expiry date hereof. During the period required to negotiate a renewal, or revision and renewal of this Agreement, this Agreement shall remain in full force and effect without change.

- 2:02** Where notice for revision of this Agreement is given under Article 2:01, parties shall exchange proposals for the revision of the Agreement, no later than thirty (30) calendar days prior to the expiry date of the Agreement. The parties shall, within twenty (20) working days following receipt of the specific proposal for the revision to the Agreement, commence collective bargaining. These time limits may be changed by mutual agreement between the parties hereto.
- 2:03** This Agreement shall be effective the first day of the biweekly pay period following the date of signing of this Agreement unless otherwise specified.

Article 3 Amendment to the Salary Schedule

- 3:01** During the term of this Agreement amendments to the Salary Schedule including those resulting from the introduction of a new classification shall be determined through negotiations between the parties. Failing agreement the matter may be referred to arbitration in accordance with Article 36.

Article 4 Application of Agreement

- 4:01** The terms of this Agreement shall not apply to incumbents of the positions set forth in Appendix "A" attached hereto.
- 4:02** The Employer recognizes the Union as the sole and exclusive bargaining agent for its employees as defined in Manitoba Labour Board Certificate No -6894 save and except those excluded by the Act.

Article 5 No Discrimination

- 5:01** The parties hereto agree that there shall be no discrimination, harassment, coercion or interference exercised or practiced with respect to any employee by reason of age, sex, marital status, sexual orientation, race, creed, colour, ethnic or national origin, physical disability, political or religious affiliation or membership in the Union or activities in the Union or any other applicable characteristic as set out in the Manitoba Human Rights Code.

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

Article 6 Management Rights

- 6:01** The Union recognizes the rights of the Employer to exercise all functions, rights, personnel pay practices, powers and authority which the Employer has not specifically abridged, delegated or modified by this Agreement as being retained by the Employer.
- 6:02** In administering this Agreement, the Employer shall act reasonably, fairly, in good faith and in a manner consistent with the Agreement as a whole.

Article 7 Union Business

- 7:01** It is agreed that it is desirable to promote a harmonious working relationship between the parties. To this end, the Employer will make all reasonable efforts subject to operational requirements to grant leave of absence to employees to attend Union business.
- 7:02** Leave of absence to attend to Union business may be granted to employees under the following conditions:
- (a) Requests for leave shall be made in writing by the Union by providing the employee with a letter of request. The employee shall submit the letter to the employee's immediate supervisor. The Union will also provide a copy of the written request to the Chief Administration Officer.
 - (b) Where a leave of absence has been granted under this Article, the Union shall reimburse the Employer one hundred percent (100%) of the wages paid to such employee during the approved absence plus benefit costs according to the employee's previously scheduled hours with the time recorded as service for all benefits.

- 7:03** For time spent with the Employer representatives during negotiations of the Collective Agreement, the Union will be allowed to have no more than two (2) employees present at each bargaining session on a time-off with pay basis.
- 7:04** Prior to the commencement of negotiations, the Union shall supply the Employer with a list of employee representatives. Dependent upon operational requirements, requested leave for such employees shall not be unreasonably denied.
- 7:05** Subject to the mutual agreement of the parties, the total number of employees referred to in Article 7:03 may be changed provided any additional employees are on leave without pay or on wage recovery as per Article 7:02(b).
- 7:06** Union staff members shall not visit employees at their place of work unless prior approval has been obtained from the Chief Administration Officer or designate.
- 7:07** The Employer agrees to allow the Union use of space on existing bulletin boards for the purpose of posting official Union information relating to business affairs, meetings, and social events provided the information does not contain anything that is adverse to the interests of the Employer. The Chief Executive Officer or designate shall have the right to refuse to post or remove the posting of any information.
- 7:08** The Union will provide the Employer with membership application forms and return envelopes. The Employer shall distribute said application forms and envelopes within its employment process.
- 7:09** Upon request, a Union representative shall be provided with the opportunity to meet with newly hired employees for up to fifteen (15) minutes during regular working hours. The time shall be established by agreement subject to operational requirements.

7:10 The Employer agrees to acquaint potential employees with the fact that a Collective Agreement is in effect.

Article 8 Rights of Stewards

- 8:01 “Steward” means an employee elected or appointed by the Union who is authorized to represent the Union, an employee or both.
- 8:02 The Employer recognizes the Union’s right to select stewards to represent employees.
- 8:03 The Union agrees to **notify the Employer in writing of the names of the stewards and committee members. The Employer shall not be required to recognize any steward or committee member until such notification from the Union has been received.**
- 8:04 Stewards and employees shall not conduct Union business during their working time except as provided in Article 7:09.
- 8:05 The duties of the stewards shall be to investigate complaints of an urgent nature and to investigate and present grievances in accordance with the grievance procedure.
- 8:06 A steward shall first obtain the permission of the steward’s immediate supervisor before leaving work to investigate a complaint. Such permission shall not be unreasonably sought or withheld. On resuming the steward’s normal duties, the steward shall notify the steward’s supervisor.
- 8:07 When it is necessary for a steward to investigate a complaint or grievance during working hours, no deduction in salary shall be made from the steward or employee concerned, provided that each has obtained approval from their supervisor(s) or designate for the time required to deal with the complaint or grievance. On resuming their duties, the steward and employee shall notify their supervisor(s).

Article 9 Union Security

9:01 During the term of this Agreement, employees covered by this Agreement, whether members of the Union or not, shall pay to the Union, by payroll deduction, an amount equal to the biweekly membership dues determined by the Union.

For new employees, the payroll deduction of the amount as set out above shall become effective on the first day of the biweekly pay period, following the date the employee is covered under the terms of this Agreement.

9:02 The Employer shall forward to the Union the amount of the dues deducted under Article 9:01 on a biweekly basis per each applicable biweekly pay period system.

9:03 The Employer shall provide the Union on a biweekly basis per each applicable biweekly pay period system, the names of the employee from whose wages dues have been deducted showing opposite each employee's name the amount of dues deducted for that employee.

9:04 The Union agrees to indemnify and save the Employer harmless against any claim or liability arising out of the application of this Article except for any claim or liability arising out of an error committed by the Employer.

9:05 Notwithstanding any other provision in this Agreement the Employer shall, no later than ninety (90) days preceding the expiry date of this Agreement, furnish in written form to the Union the following, shown by classification groupings:

- (a) The name of each employee;
- (b) The classification of each employee; and
- (c) The current rate of pay of each employee.

9:06 At the same time that Income Tax (T-4) slips are made available, the Employer shall indicate the amount of Union dues paid by each employee in the previous year.

Article 10 Joint Labour Management Consultation Committee

- 10:01** The Employer and the Union agree to the formation of a Joint Labour Management Committee in order that matters of a mutual concern can be discussed.
- (a) The Committee shall establish terms of reference governing frequency of meetings, designation of Committee chairpersons and other such matters as may be required for the Committee to conduct its business.
 - (b) The Committee shall not have jurisdiction over any matter of collective bargaining, or the administration of this Collective Agreement.
 - (c) The Committee shall not have the power to bind either the Union, the employees or the Employer to any decisions or conclusions reached in their discussions.
 - (d) The Union shall appoint up to two (2) members from the bargaining unit as members of the Labour Management Committee. The employees will not suffer any loss of pay for attendance at Labour Management Committee meetings.
 - (e) The Employer shall appoint up to two (2) management members to the Labour Management Committee.
 - (f) The terms of reference are to include the option to identify alternate members should it be necessary.

Article 11 Recruitment and Appointment

- 11:01** A regular employee may apply for and be appointed to a term position as a regular employee provided that where the employee requests it the Employer has developed an employment plan which will return the employee to the employee's regular position or an equivalent alternate position.
- 11:02** All postings for positions covered under this Agreement shall state:
- (a) Competition number and classification/job title;

- (b) Qualifications required;
- (c) Full-time equivalency (FTE);
- (d) Hours of work;
- (e) Range of pay;
- (f) Date of closing of the competition;

11:03 The Employer shall post notices of vacancies, new positions and term positions covered under this Agreement internally for at least **five (5)** working days to enable employees presently in the employ of the Employer to apply for same. Such posting shall not preclude the Employer from simultaneously posting externally. The Union will be provided with a copy of all postings as they are issued.

11:04 If two (2) or more applicants for a job vacancy or job posting possess relatively equal skills, ability, experience and qualifications for the vacancy or posting then the following process shall apply to award the position to one (1) of those applicants:

- (a) The parties recognize the value to clients and the Employer in having Métis and Inuit employees provide care and services to Métis and Inuit children and families. Therefore, if two (2) or more applicants for a vacancy or job posting possess relatively equal skill, ability, experience and qualifications, then consistent with Section 11 and other applicable provisions of The Manitoba Human Rights Code, the Employer may, from among those applicants, select a candidate who is Métis or Inuit.
- (b) The parties also recognize the value of long-term service of employment to clients, the Employer and employees. Therefore, if two (2) or more applicants for a vacancy or job posting possess relatively equal skill, ability, expertise and qualifications, and are Métis or Inuit, and the Employer intends to select one (1) of those applicants for the vacancy or posting, then the Métis or Inuit applicant with the greatest amount of seniority shall be selected for the position.

- (c) If two (2) or more applicants for a vacancy or job posting possess relatively equal skill, ability, experience and qualifications and are not Métis or Inuit then the applicant with the greatest amount of seniority shall be selected for the position.

- 11:05** An employee who is notified that he or she is an unsuccessful applicant for a vacant position may request a meeting with the Chief Administration Officer or designate within ten (10) days of receiving the notice to discuss the reasons for non-acceptance, such meeting to occur at the earliest reasonable opportunity.
- 11:06** Job share opportunities will be posted internally first.
- 11:07** The Employer shall be entitled to make all offers of hire subject to acceptable criminal record, Child Abuse Registry and prior contact checks and the signing of an Oath of Confidentiality.

Article 12 Probation

- 12:01** An employee's probation period of six (6) months plus any extension shall be considered the initial probation period. This initial probation period shall not exceed nine (9) months.
- 12:02** The rejection of an employee on probation is neither appealable nor arbitrable.
- 12:03** An employee who is being rejected during the employee's probationary period shall be provided with two (2) weeks' notice or payment in lieu thereof said notice shall be deemed to be within the employee's probation period.
- 12:04** Subject to Article 12:07 existing employees moving to a new position shall be on probation for a period of six (6) months.
- 12:05** An employee's probation period may be extended by the Employer. Such extension may be for a maximum period of three (3) months.

- 12:06** Where an employee has been rejected during probation following a promotion, then:
- (a) The Employer will place the employee on an employment availability list at the employee's previous classification for a period of one (1) year from the date of rejection.
 - (b) During this period, the Employer will endeavour to relocate the employee to the employee's former position or to a position comparable to the former position.
 - (c) If there is no vacant position within the employee's former classification the Employer will reassign the employee to a position in a lower pay band, if available and if the employee is qualified to perform the position, and pay the employee at their last rate of pay in the former classification for a period of six (6) months.
- 12:07** An employee who is temporarily appointed to another position on an acting status basis is not considered to be on probation. If the employee is subsequently promoted to that position, the period during which the employee was on acting status shall count towards the employee's probation period.
- 12:08** An employee shall not be required to serve a further probation period when:
- (a) The employee is promoted without competition as a result of reclassification of the employee's position.
 - (b) The employee initiates a transfer to a position in the same classification involving similar duties and responsibilities; or
 - (c) The Employer initiates the transfer or demotion of an employee from one position to another for any reason.
- 12:09** An employee shall be notified in writing of any extension of the probation period under Article 12:01 prior to the expiry of the probation period. A

meeting may be held with the employee to discuss the extension. The employee has the option to have a Union representative present.

Article 13 Term Employees

- 13:01** Where the employment of a term employee terminates at the end of a specific term of employment, then:
- (a) The Employer shall not be required to give any notice or payment in lieu thereof; and
 - (b) The employee shall not be required to give any notice of resignation.
- 13:02** Where a term employee is laid off, then the following shall apply:
- (a) If the layoff is at the end of a specific term of employment, no notice of layoff is required.
 - (b) If the layoff is prior to the end of a specific term of employment, an employee will receive written notice prior to the layoff or granted payment in lieu thereof based on the following:
 - (i) Four (4) weeks' notice to an employee with one (1) or more years of seniority; or
 - (ii) Two (2) weeks' notice to an employee with less than one (1) year of full-time seniority.
- 13:03** Where a term employee is employed in the same position performing the same function for a period of more than twenty-four (24) continuous months and where the need for the position is expected to continue, the Employer will convert the employee to regular employment status.
- 13:04** An employee appointed to a term position shall be informed in writing as to the duration of the term. Failure to comply with the foregoing shall not in itself negate the employee's status as a term employee.

- 13:05** Where the employee is not to be converted in accordance with Article 13:03, the employee shall be notified in writing of the reasons prior to the completion of twenty-four (24) continuous months of service. Inadvertent failure to provide such notice shall not result in a right to conversion if the other conditions in Article 13:06 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.
- 13:06** Article 13:03 does not apply where a term employee is replacing an employee who is absent for any reason or when the Employer does not have annualized funding for the affected position.
- 13:07** The Employer representatives will meet with the Union between February 1 and March 15 in each year to review the status of all term employees with more than twenty-four (24) continuous months of service.

Article 14 Hours of Work

- 14:01** Employees shall work seven and one-half (7½) consecutive hours per work day exclusive of meal periods and thirty-seven and one-half (37½) hours per week. Normal office hours shall be 8:00 a.m. to 5:00 p.m. Monday to Friday, inclusive.
- 14:02** Employees may request a start and finish time between normal office hours. The Employer may grant such requests subject to operational requirements. Requests shall not be unreasonably denied.
- 14:03** Any variations to a work day or work week other than those described in this Article shall only be instituted with the mutual consent of the parties.
- 14:04** Employees will be entitled to two (2) rest periods of fifteen (15) minutes each per day and one (1) lunch break consisting of one-half (½) hour paid and one-half (½) hour unpaid, at such time as may be specified by their supervisor or designate.

Article 15 Pay

15:01 The Employer shall pay its employees on a biweekly basis in accordance with the Salary Schedule.

In the event that an employee does not work a full pay period, the calculation of earnings shall be based on the hourly rate multiplied by the number of hours worked. Employees shall also be paid for any statutory holiday for which they are eligible and leaves with pay falling within the period for which they have been approved.

15:02 Where an employee is promoted to another position, the employee shall be paid at a rate of pay set out for that position in the salary schedule that is, if possible, one (1) full increment more than the rate of pay the employee was being paid in the employee's former position based on the increment differential in the pay range of the employee's former position.

15:03 Employees will be paid salary levels in accordance with the Civil Service Master Agreement Salary Schedule, inclusive of effective dates, subject to the following:

- (a) Salary levels will be subject to any and all provisions contained in this Agreement as may apply in any particular circumstance;
- (b) The Employer shall be entitled to delay payment of any increases in salary levels until such time as funding for the increases is received, and in that event, any retroactive payments shall be made by the Employer to affected employees as soon as reasonably possible thereafter.
- (c) Any retroactive pay adjustments shall be made available to:
 - (i) Employees who are currently employed at the date of signing;
 - (ii) Employees who have left their employment through retirement or have died.

Article 16 Merit Increases

- 16:01** “Merit Increase” means an increase in the rate of pay of an employee within the employee’s pay range which will be granted in recognition of satisfactory service on the employee’s anniversary date.
- 16:02** Subject to Article 16:03, the anniversary date of an employee is their most recent date of hire. **Employees must be actively at work at least fifty-one percent (51%) of the evaluation period in order to be eligible for a merit increase.**
- 16:03** The anniversary date for an employee affected by promotion shall become the date upon which they are promoted. The employee shall be eligible for the employee’s next merit increase twelve (12) months from the anniversary date established.
- 16:04** Notwithstanding that an employee is appointed to a position at a salary rate higher than the minimum salary applicable to the position, the employee is eligible for a merit increase on the employee’s anniversary date.
- 16:05** The effective date for an employee’s merit increase shall be the first day of the biweekly pay period which includes the employee’s anniversary date. An employee must be in the classification on the employee’s anniversary date in order that the merit increase shall take effect at the beginning of the biweekly period that includes the said anniversary date.
- 16:06** If an increment is withheld, a further review shall be made three (3) months after the anniversary date. The Employer shall, following a satisfactory re-assessment of performance at the conclusion of the three (3) month period, award the increment to the employee. Such increment shall be effective the date of the reassessment.

Article 17 Overtime

- 17:01** No overtime shall be worked without prior approval in writing by the immediate supervisor or designate, except in emergency situations. Overtime

hours worked, when emergency circumstances prevent prior authorization, shall be subject to a claim accompanied by a written report prepared by the employee substantiating the reason for the overtime worked. The claim is forwarded to the supervisor.

- 17:02** A supervisory official may require employees under his or her authority to work overtime.
- 17:03** An employee who is required to work on the employee's regular workday or on their first day of rest is entitled to compensation at one and one-half times ($1\frac{1}{2}x$).
- 17:04** An employee who is required to work on the employee's second day of rest is entitled to compensation at one and one-half times ($1\frac{1}{2}x$) for the first four (4) hours of overtime and two times ($2x$) for any hours worked thereafter.
- 17:05** An employee, if called out or scheduled to work overtime shall receive for the work compensation for a minimum of three (3) hours at the applicable overtime rate provided that the period of overtime worked by the employee is not contiguous to the employee's scheduled working hours. A meal break shall not be regarded as affecting contiguity.
- 17:06** When an employee is consulted by telephone outside his/her regular working hours and is authorized to handle bona fide work related matters without returning to the workplace, the following shall apply:
- (a) An employee who has completed her regular daily or biweekly hours of work shall be paid at the applicable overtime rate of a minimum of fifteen (15) minutes or actual time worked, whichever, is greater, for each telephone consultation call logged.
 - (b) Employees consulted by telephone outside of their regular working hours shall document all calls received and shall submit a log of all such calls to their supervisor for processing.
- 17:07** Overtime credits may be accumulated to a maximum of thirty-seven and one-half ($37\frac{1}{2}$) hours and may be taken with the approval of the supervisor.

Banked overtime must be utilized within ninety (90) calendar days from the day earned.

- 17:08** If, after sixty (60) calendar days of earning banked overtime, the employee has not planned for the use of the time, the Employer will request that the employee submit, for approval, a plan for the banked overtime usage to their supervisor. If, after seventy-six (76) calendar days of earning banked overtime, the employee has not planned for the use of the time, the Employer, upon providing (1) week notice to the employee, shall schedule the banked overtime usage.
- 17:09** Under no circumstances shall overtime credits be converted to a cash settlement except upon termination.

Article 18 Holidays

18:01 The following holidays shall be observed at the Employer:

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

Any other holiday proclaimed by federal or provincial statute.

For calculation purposes holidays shall be observed as follows for all employees:

- (a) Where any of the holidays fall on a Saturday or Sunday, the holiday shall be observed on the following Monday;
- (b) Where holidays fall on both Saturday and Sunday, the holidays shall be observed on the following Monday and Tuesday.

- 18:02** When December 24 or December 31 falls on a Monday through Friday, the following shall apply:
- (a) The Employer work locations may be closed at 1:00 p.m. or operated at reduced staffing levels after 1:00 p.m. at the sole discretion of the Employer and provided services to the public are not affected
 - (b) Where the Employer requires an employee to work a full shift, the employee shall be entitled to one-half ($\frac{1}{2}$) day of compensatory leave to a maximum of four (4) hours.
- 18:03** An employee is entitled to the employee's regular pay for a holiday on which the employee does not work provided the employee:
- (a) Did not fail to report for work after having been scheduled to work on the day of the holiday; and
 - (b) Has not absented himself or herself from work without the consent of the Employer on the regular working day immediately preceding or following the holiday unless the absence is by reason of established illness.
- 18:04** If an employee who is not entitled to pay for a holiday that falls on a regular working day for reasons as outlined in Article 18:03 does work on the holiday, the employee shall be paid wages equivalent to one and one-half times ($1\frac{1}{2}x$) the employee's regular rate for the time worked on that day.
- 18:05** An employee who leaves the Employer shall receive pay in lieu of the compensatory leave that has not been granted.
- 18:06** 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.
- 18:07** An employee required to work on a holiday will receive time off equal to the number of hours worked on the holiday, plus one and one-half times ($1\frac{1}{2}x$) their regular wages for all time worked.

Article 19 Vacation

- 19:01** For purposes of this Agreement, a vacation year is the period beginning on April 1 and ending on March 31 of the next year.
- 19:02** Vacation leave credits are calculated based on accumulated service. In addition, for purposes of calculation of vacation credits only, an employee shall be considered to have earned accumulated service where an employee is absent due to injuries or disabilities for which compensation is paid under The Workers Compensation Act. Vacation service shall accumulate as if the employee were not absent, but the extent of such accumulation shall not continue beyond twelve (12) consecutive calendar months from the date the injury or disability occurred.
- 19:03** Under no circumstances can an employee earn more than the maximum vacation credits that can be accumulated in any vacation year (i.e., twenty [20], twenty-five [25] or thirty [30] vacation credits per vacation year).
- 19:04** Employees shall earn vacation leave credits during each vacation year on the following basis:
- (a) Employees who have completed less than eight (8) calendar years of service shall earn vacation credits at the rate of a maximum of twenty (20) credits for 1,950 hours of accumulated service.
 - (b) Commencing from the beginning of the vacation year in which eight (8) calendar years of service will be completed, employees shall earn vacation credits at the rate of a maximum of twenty-five (25) credits for 1,950 hours of accumulated service.
 - (c) Commencing from the beginning of the vacation year in which fifteen (15) calendar years of service will be completed; employees shall earn vacation credits at the rate of a maximum of thirty (30) credits for 1,950 hours of accumulated service.
- 19:05** **All employees may use vacation credits as they are earned from their date of hire.**

- 19:06** Upon termination of employment, all accumulated vacation leave credits in the employee's vacation bank shall be cashed out.
- 19:07** Under no circumstances shall vacation leave be taken in advance of when it is earned.
- 19:08** Where operational requirements permit, vacation leave may be taken subject to the approval of the Employer. **All requests for time off must be received at least two (2) weeks in advance to allow for proper planning.**
Where two (2) weeks advance notice is not possible, requests for time off shall not be unreasonably denied.
- 19:09** The Employer may authorize vacation to commence on any day.
- 19:10** **Subject to Article 28:06**, the Employer may authorize that vacation leave be carried forward to the following year to supplement the vacation period in that year, but in no case will a vacation carryover be allowed which comprises more than one (1) week of vacation entitlement.
- 19:11** The Employer may authorize an employee to take vacation leave in two (2) or more periods.
- 19:12** The Employer, if it finds it necessary, may require an employee to take vacation leave in two (2) or more periods. Normally any such periods shall not be less than one (1) week in length.
- 19:13** Subject to the requirements of personnel at the Employer, vacation leave shall be rotated regardless of seniority of employment.
- 19:14** At February 1 of every year, the Employer, upon providing one (1) week notice to the affected employee(s), may schedule unused vacation credits in excess of five (5) vacation credits.
- 19:15** Unless otherwise specified in this Agreement, vacation leave will not accumulate on any type of unpaid leave.

Article 20 Sick Leave

- 20:01** It is agreed by both parties that earned sick leave entitlement shall be granted by the Employer where an employee is unable to be at work and perform the employee's regular duties as a result of illness or injury.
- 20:02** The sick leave to which an employee is entitled shall accumulate during the first five (5) years of service at the rate of three and three-quarters ($3\frac{3}{4}$) hours for each seventy-five (75) hours of accumulated service (thirteen [13] working days per year) and after five (5) years of service at the rate of four point three two seven (4.327) hours for each seventy-five (75) hours of accumulated service (fifteen [15] working days per year).
- 20:03** Sick leave shall not accumulate beyond ninety (90) working days.
- 20:04** Sick leave with pay up to, but not exceeding, the net amount of entitlement will be paid to hourly paid employees based on the number of hours they normally would have been scheduled to work on the day they were absent on sick leave.
- 20:05** Earned sick leave entitlements may be granted by the immediate supervisor to the extent of accumulated sick leave credits. Up to five (5) sick leave days may be advanced to an employee within the sole discretion of the Chief Administration Officer. In the event an employee resigns or their employment is terminated for any reason any deficit in their sick leave entitlements as a result of an advance of sick leave shall be eligible to be deducted by the Employer from any final payments being made to the Employee.
- 20:06** An employee who has been absent on sick leave with pay, upon returning to work, shall continue to accumulate sick leave up to a maximum of ninety (90) working days in accordance with Article 20:02.
- 20:07** An employee shall accumulate sick leave credits from the date of commencement of employment.

- 20:08** Sick leave shall not be taken in advance of when it is earned, with the exception of Article 20:05.
- 20:09** Sick leave includes a period of time that an employee is away from work for which compensation is not payable under The Workers Compensation Act, or by Manitoba Public Insurance.
- 20:10** Any illness causing absence must be reported to the **Receptionist and the** employee's immediate supervisor, prior to or within one (1) hour of commencement of shift each day of illness. Failure to report will be regarded as leave of absence without pay.
- 20:11** Where an employee becomes ill during the period of the employee's scheduled annual vacation, the Employer may grant sick leave and credit the employee with alternate days' vacation equivalent to the number of days approved sick leave providing the illness is over three (3) days and the employee provides a medical certificate certifying proof of illness. The employee will be responsible to provide proof of illness and/or hospitalization satisfactory to the Employer.
- 20:12** The Employer may require a certificate or report from a qualified medical practitioner as proof of the employee's fitness to return to work or to determine the approximate length of illness or as proof of illness in regard to any claim paid during the period of illness. In the event there is a fee associated with a report requested by the Employer the Employer will pay for the report to a maximum of one hundred fifty dollars (\$150).
- 20:13** Time off for medical, dental and chiropractic examinations and treatments, including reasonable travel time, shall be granted to employees and such time off shall be chargeable against the employee's accumulated sick leave credits.

Whenever possible, appointments are to be made on the employee's day off or at a time when the employee is not on duty. If the above is not possible, the employee will endeavour to make the appointment at a time which is least disruptive to the area.

If the employee chooses a doctor, dentist or chiropractor outside of their community, such time off with pay will be granted to a maximum of three (3) hours. Increased time may be considered by the Employer in extenuating circumstances on an individual basis.

Should it be necessary for an employee to attend a doctor or dentist outside of their community area by reason of non-availability of service in their community, the employee shall be allowed up to one (1) shift off with pay, to the extent that sick leave credits have been accumulated, for the time necessary to attend such appointment to the nearest point of available service.

- 20:14** If an employee has no sick leave credits banked, days absent due to illness will be considered leave without pay. Upon the request of the employee and at the discretion of the Supervisor or designate wellness and/or vacation credits may be applied to such absences.
- 20:15** An employee who resigns or whose employment is terminated for any reason shall not be entitled to payout of any accrued but unused sick leave credits.

Article 21 Benefits and Retirement Savings

- 21:01** The Employer shall provide a Group Insurance Benefits Plan (Benefits Plan) for participation by employees, subject to the terms and conditions of the plan contract and shall include the following coverage:
- (a) Life Insurance
 - (b) Accidental Death & Dismemberment (AD&D)
 - (c) Long Term Disability (LTD)
 - (d) Extended Health
 - (e) Dental Health
- 21:02** **The Employer agrees to implement a drug card with a target date of September 1, 2016 or as soon as possible.**

- 21:03** 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 coverages from providers.
- 21:04** Participation in the Benefits Plan by employees and access to any and all coverages shall be subject to the terms and conditions of the Benefits Plan policy document and determination by the Benefits provider.
- 21:05** Premiums for the Benefits Plan shall be paid forty percent (40%) by the employees and sixty percent (60%) by the Employer, the employees' portion being allocated firstly to the LTD premium cost.
- 21:06** The Employer shall provide a Group Retirement Savings Plan for eligible employees which shall be contributed to at a rate of three percent (3%) of regular salary by employees and an additional three percent (3%) of regular salary by the Employer for the term of this Agreement. Employees shall have the option of contributing more than three percent (3%) in which case any additional contributions will not be matched by the Employer.
- 21:07** Participation in the Benefits Plan and Group Retirement Savings Plan by eligible employees shall be mandatory.

Article 22 Addictions

- 22:01** The parties recognize that alcohol, drug and gambling misuse does occur and that such misuse has the potential to adversely affect an employee's work performance. Subject to approval from the Employer, an employee may be granted leave to pursue treatment that involves time away from work for participation in residential, in-patient or out-patient services.

Article 23 Medical Fitness

- 23:01** A physical examination by a duly qualified medical practitioner acceptable to the Employer is required for any employee in respect of whom the Employer, in writing, requires a physical examination.

23:02 The Employer may require an employee to have a psychiatric examination and/or a physical examination.

23:03 A duly qualified medical practitioner giving a psychiatric or physical examination shall complete the forms required by the Employer pursuant to The Personal Health Information Act (PHIA) and The Freedom of Information and Protection of Privacy Act (FIPPA).

Article 24 Workers Compensation

24:01 If an employee is absent from work as a result of an injury for which a Workers Compensation claim has been filed and provided the employee has sufficient sick leave credits, the following shall apply:

- (a) For the first fifteen (15) working days of the employee's absence, the employee will be placed on sick leave, subject to proof of illness and/or injury satisfactory to the Employer.
- (b) Any amounts payable to the employee from Workers Compensation shall be remitted directly to the Employer.
- (c) If the employee's Workers Compensation claim is approved the employee will be re-credited with ninety percent (90%) of the sick leave granted during the fifteen (15) day period.

24:02 Those employees who are on Workers Compensation beyond the fifteen (15) day period in Article 24:01 and who have sufficient sick leave, it is the intention of the parties that the employee's net salary will be maintained consistent as if they were in receipt of regular sick leave having regard for the non-taxable status of Workers Compensation allowances. Any additional payment amount required to maintain net salary will be chargeable to the employee's sick leave credits.

24:03 Where an employee is injured on the job and is required to leave for medical treatment and/or is sent home by management due to the injury, the

employee shall incur no loss in regular pay and benefits for the day on which the accident occurs.

- 24:04** Transportation to the nearest physician or hospital for employees requiring immediate medical care as a result of an on-the-job accident shall be provided by or at the expense of the Employer if it is not covered by a medical plan or WCB or MPI.

Article 25 Bereavement Leave

- 25:01** An employee shall be entitled to bereavement leave of ten (10) consecutive working days without loss of salary in the event of a death of a spouse (married or common-law), child or step-child.
- 25:02** An employee shall be entitled to bereavement leave of five (5) consecutive working days without loss of salary in the event of a death of a parent, parent-in-law, step-parent, son-in-law, daughter-in-law, brother, step-brother, brother-in-law, sister, step-sister, sister-in-law, grandparent, grandchild, and any relative permanently residing in the employee's household or with whom the employee permanently resides.
- 25:03** An employee shall be entitled to bereavement leave of three (3) consecutive working days without loss of salary in the event of the death of a cousin, aunt, uncle, niece, nephew, godchild, godparent, and ward of the employee.
- 25:04** An employee shall be entitled to bereavement leave of one (1) working day without loss of salary to attend the funeral of a friend.
- 25:05** An employee who is entitled to bereavement leave under Articles 25:01, 25:02, 25:03 and **25:04** during vacation leave may receive vacation credits equal to the number of days of bereavement leave granted.
- 25:06** Upon approval of the Chief Executive Officer or designate and where it is warranted, a maximum of two (2) days may be allowed for travelling time such leave to be with or without pay at the discretion of the Employer.

Article 26 Family Related Leave

26:01 Employees requesting family leave shall contact their supervisor and inform them of the reason as soon as possible prior to the first day of the leave being requested. The supervisor will contact the Chief Administration Officer or designate to determine if the employee has the time required in their accumulated sick leave bank and **who** may, if available, grant the leave up to a maximum of five (5) days **per fiscal year**.

- (a) The leave shall be for the purpose of attending to family responsibilities which are real, immediate and unavoidable and which necessitate the employee's absence from work.
- (b) The family responsibilities of the employee could not reasonably be accommodated by some other person or in some other way or at some other time.
- (c) The amount of leave is intended to cover the period until appropriate alternative arrangements can be made.

Upon returning to work, the employee must submit a written notification of leave and may be required to provide medical proof supporting the claim. All leave granted is at the discretion of the Employer.

Article 27 Childbirth Leave

27:01 An employee shall be granted two (2) days leave with pay to attend to needs directly related to the birth of his/her child. At the employee's option, such leave shall be granted on the day of or the day following the birth of her/his child or the day of the birth mother's admission to or discharge from hospital or such other days as may be mutually agreed. This Article does not apply to employees who qualify for leave under Article 28.

Article 28 Maternity Leave

- 28:01** An employee who qualifies for maternity leave may apply for such leave in accordance with The Employment Standards Code.
- 28:02** In order to qualify for maternity leave, a pregnant employee must:
- (a) Have completed seven (7) continuous months of employment for or with the Employer;
 - (b) Submit to the Employer an application in writing for leave at least four (4) weeks before the day specified by her in the application as the day on which she intends to commence such leave; and
 - (c) Provide the Employer with a certificate of a duly qualified medical practitioner certifying that she is pregnant and specifying the estimated date of her delivery.
- 28:03** An employee who qualifies is entitled to, and shall be granted, maternity leave without pay consisting of:
- (a) A period not exceeding seventeen (17) weeks if delivery occurs on or before the date of delivery specified in the certificate mentioned in Article 28:02(c); or
 - (b) A period of seventeen (17) weeks plus an additional period equal to the period between the date of delivery specified in the certificate mentioned in Article 28:02(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 and recommendation by the Employer.
- 28:04** 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 period. Should the employee not return to work following her maternity leave for a period of employment sufficient

to allow for re-accumulation of the number of sick days granted, the employee shall compensate the Employer for the balance of the outstanding days at the time of termination. Approved sick leave with pay granted during the period of return shall be counted as days worked.

- 28:05** During the period of maternity leave benefits will not accrue. However, the period of maternity leave will count as service towards eligibility for vacation and sick leave entitlements.
- 28:06** **The employee may carryover vacation credits in excess of the five (5) days stipulated in Article 19:09 subject to a written request to the Chief Administration Officer prior to going on leave.**
- 28:07** Section 57 and Sections 60(1) through 60(4) inclusive of The Employment Standards Code respecting maternity leave shall apply “mutatis mutandis”.
- 28:08** Coverage under the employee extended health benefit plan may be extended during a maternity and/or parental leave period if the employee makes a written request to the Chief Administration Officer prior to going on leave, and makes arrangements satisfactory to the Employer for payment in advance of the employee portion of the premiums.

Article 29 Parental Leave

- 29:01** An employee who qualifies for parental leave may apply for such leave in accordance with The Employment Standards Code.

Article 30 Bridging of Service

- 30:01** A regular employee who resigns as a result of the employee’s decision to raise a dependent child or children and is re-employed, upon written notification to the Employer, shall be credited with the length of service accumulated up to the time of resignation for the purposes of sick leave and vacation entitlement benefits as defined in this Agreement and based on service seniority. The following conditions shall apply:

- (a) The employee must have accumulated at least four (4) years of calendar service at the time of resigning.
- (b) The resignation itself must indicate the reason for resigning.
- (c) The break in service shall be for no longer than six (6) years, and during that time the employee must not have been engaged in remunerative employment for more than three (3) months.
- (d) The previous length of service shall not be reinstated until successful completion of the probationary period.

30:02 Subject to the satisfactory completion of the employee's probationary period, incumbents who are leaving permanent positions at one of the Employer's mandated agencies as a result of accepting an offer of permanent employment with the Employer:

- (a) Shall have their accumulated seniority **and years of service** from the mandated agency recognized for the purposes of seniority, vacation and sick leave accumulation.
- (b) Shall have their accumulated vacation leave transferred to the Employer.**
 - (i) Upon receiving the funds from the mandated agency, the Employer shall calculate the vacation credit entitlement utilizing the employee's current hourly wage and will credit the vacation account accordingly.**
- (c) Shall be automatically transferred to the Employer's group insurance and registered retirement savings plan divisions and subject to the terms within the individual plans, will not be subject to a waiting period.**

30:03 In all instances of position transfer from the Employer's mandated agencies to the Employer, the affected employees:

- (a) Shall have their accumulated seniority **and years of service** recognized for the purposes of seniority, vacation and sick leave accumulation.
- (b) Shall have their accumulated vacation leave transferred to the Employer.
 - (i) Upon receiving the funds from the mandated agency, the Employer shall calculate the vacation credit entitlement utilizing the employee's current hourly wage and will credit the vacation account accordingly.
- (c) Shall have their accumulated sick leave transferred to the Employer.
- (d) Shall be automatically transferred to the Employer's group insurance and registered retirement savings plan divisions and, subject to the terms within the individual plans, will not be subject to a waiting period.

30:04 Subject to the satisfactory completion of the employee's probationary period, incumbents who left permanent positions at one of the Employer's mandated agencies as a result of accepting an offer of temporary employment with the Employer shall have their accumulated seniority and years of service from the mandated agency recognized for the purposes of seniority, vacation and sick leave accumulation in the event they secure a permanent position with the Employer within four hundred fifty-five (455) calendar days of their hire date.

Article 31 Court Leave

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

witness fees received by the employee, except for the reimbursement of out of pocket expenses, shall be remitted to the Employer.

- 31:02** An employee, or member of their immediate family, required to appear in court as a result of charges being laid shall be given a leave of absence without pay to attend as required. The employee shall advise their immediate supervisor and the Chief Administration Officer of the court date.
- 31:03** The employee must provide proof of the subpoena prior to the court date.

Article 32 Part-time Employees

32:01 Vacation

- (a) Vacation leave credits shall accumulate and may be used in accordance with Article 19.
- (b) Vacation credits shall be calculated at the applicable accrual rate for all regular hours worked.

32:02 Sick Leave

Sick leave credits shall accumulate in accordance with Article 20.

Part-time employees may claim payment from accumulated sick leave only for those hours they were scheduled to work but were unable to work due to illness.

32:03 Workers Compensation

An employee who is eligible for Workers Compensation may use accumulated sick leave to supplement Workers Compensation in accordance with Article 24.

32:04 The Employer shall provide a Group Insurance Benefits Plan (Benefits Plan) for part-time eligible employees which shall include the following coverage:

- (a) Life Insurance
- (b) Accidental Death & Dismemberment (AD&D)

- (c) Extended Health
- (d) Dental Care

For the term of this Agreement the Benefits Plan shall include coverage limits as follows, subject only to continuing availability of such coverage from providers:

- (a) Life Insurance - \$25,000
- (b) AD&D - \$25,000
- (c) Extended Health - levels at fifty percent (50%) of the levels available for full-time eligible employees.
- (d) Dental Care - levels at fifty percent (50%) of the levels available for full-time eligible employees for basic and major; orthodontics not covered.

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.

Premiums for the Benefits Plan shall be paid forty percent (40%) by employees and sixty percent (60%) by the Employer.

- 32:05** The Employer shall provide a Group Retirement Savings Plan for eligible employees which shall be contributed to at a rate of three percent (3%) of regular salary by employees and an additional three percent (3%) of regular salary by the Employer for the term of this Agreement. Employees shall have the option of contributing more than three percent (3%) in which case any additional contributions will not be matched by the Employer.
- 32:06** Participation in the Benefits Plan and Group Retirement Savings Plan by eligible employees shall be mandatory.
- 32:07** All forms of unpaid leave as provided for in this Collective Agreement shall apply to part-time employees in the same manner as applied to full-time employees.

- 32:08** All forms of paid leave as provided for in this Collective Agreement other than sick leave and vacation leave shall apply to part-time employees in the same manner as applied to full-time employees except that:
- (a) The leave period shall be calculated to run consecutively on all days the Employer is normally open for business whether or not the part time employee was scheduled to work on any particular day; and
 - (b) The part-time employee will only receive pay for hours she/he is normally scheduled to work during the leave period.

Article 33 Safety & Health

- 33:01** The Employer and the Union recognize that safety, accident prevention and the preservation of health are of primary importance in all operations and these activities require the combined efforts of Employer, employees, and the Union.
- 33:02** The Employer will continue to provide its employees with safe working conditions, equipment and materials, and will continue to ensure that all reasonable precautions are taken.
- 33:03** The Union will continue to make every effort to obtain the cooperation of each employee within the bargaining unit in the observation of all reasonable safety rules, practices and procedures.
- 33:04** Every employee shall take all reasonable precautions and follow all reasonable safety rules, practices and procedures in order to protect the employee's safety and health and the safety and health of any other persons who may be affected by the employee's acts or omissions at work.
- 33:05** The parties recognize the importance of establishing Workplace Safety and Health Committees to enhance the ability of employees and managers to resolve health and safety concerns. It is recognized that the initiative in requesting the establishment of a Workplace Safety and Health Committee

may come from management and/or the employees in the workplace and/or the Union.

33:06 The Employer and employees recognize their obligations under the Manitoba Workplace Health and Safety Act and Regulations.

Article 34 Conduct of Employees

34:01 Each employee shall observe standards of behaviour consistent with the employee's function and role as an Employee and in compliance with the terms of this Agreement.

34:02 Where an employee is absent without leave for a period of **two (2)** working days, the employee shall be considered to have abandoned his or her position and shall be deemed to have been terminated on the last day on which the employee was present at work and performed the employee's regular duties.

34:03 Under extraordinary circumstances special consideration shall be given on a case by case basis.

34:04 Where an employee is habitually late or is absent during working hours without approved leave and fails to give satisfactory explanation for the lateness or absence, the Employer may take such disciplinary action, including suspension or dismissal, as is warranted.

Article 35 Disciplinary Action

35:01 An employee shall only be disciplined for just cause.

35:02 An employee has the right to have a Union representative present at any meetings in which the employee is the subject of a disciplinary investigation and which forms part of the disciplinary investigation.

35:03 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.

- 35:04** 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.
- 35:05** The person to whom a grievance is made may:
- (a) Uphold the disciplinary action; or
 - (b) Vary the disciplinary action; or
 - (c) Determine that no disciplinary action is warranted and remove any document pertaining to the disciplinary action from the employee's file(s).
- 35:06** No notice or payment in lieu thereof is required where an employee is dismissed.

Article 36 Grievance Procedure

- 36:01** The parties to this Agreement recognize the desirability for prompt resolution of grievances through an orderly process without stoppage of work or refusal to perform work. It is mutually agreed that an effort shall be made to resolve complaints through discussion before a written grievance is initiated.
- 36:02** A "Grievance" is defined as a complaint in writing concerning:
- (a) The application, interpretation, or alleged violation of this Agreement;
 - (b) The dismissal, suspension, demotion, or written reprimand of an employee.

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

36:03 **Step 1**

- (a) Within fifteen (15) working days after the date upon which the employee was notified orally or in writing, or on which the employee first became

aware of the action or circumstances giving rise to the grievance it may be presented to the Chief Administration Officer or designate.

- (b) The Chief Administration Officer or designate shall sign for receipt of the grievance and if the nature of the grievance is such that the Chief Administration Officer or designate is authorized to deal with the grievance, the Chief Administration Officer or designate shall issue a decision in writing to the employee and to the Union within fifteen (15) **working** days.
- (c) The Chief Administration Officer 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.
- (d) If the nature of the grievance is such that a decision cannot be given below a particular level of authority, the Chief Administration Officer or designate shall forward the grievance to the Chief Executive Officer and so inform the employee and the Union.

36:04 **Step 2**

- (a) If the grievance is not resolved satisfactorily at Step 1, the Union may submit the grievance to the Chief Executive Officer or designate within fifteen (15) working days of the receipt of the decision in Step 1.
- (b) The Chief Executive Officer or designate shall sign for receipt of the grievance and issue a decision in writing to the employee and to the Union within fifteen (15) **working** days of the receipt of the grievance at Step 2.
- (c) The Chief Executive Officer 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 at Step 2.

36:05 **Step 3**

A decision of the Chief Executive Officer may be referred to arbitration by the Union within fifteen (15) working days of receipt of the Step 2 decision.

36:06 If the Union fails to initiate or process a grievance within the prescribed time limits, the grievance will be deemed to be abandoned and all rights of recourse to the grievance procedure for that particular grievance shall be at an end. If management fails to reply to a grievance within the prescribed time limits, the 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.

Article 37 Arbitration Procedure

37:01 In the event that a grievance is not settled through the grievance procedure to the satisfaction of both parties, such matter shall be the subject of arbitration in accordance with the provisions set out hereunder.

37:02 The procedure for arbitrating grievance shall be the procedure as set forth below:

- (a) Either party, within ten (10) working days of receipt of a final decision by the other party, may give notice of its intention to refer the dispute to arbitration.
- (b) All grievances which affect only an individual and all grievances concerning discipline shall be referred to a sole arbitrator. Policy grievances and/or grievances which involve an interpretation of the Collective Agreement which may have an impact on a group of individual bargaining unit members or the bargaining unit as a whole may, if either party requests, be referred to a three (3) person board of arbitration.
- (c) Where the party initiating the arbitration proceedings wishes to request arbitration by a single arbitrator, the notice referred to in Article 37:02(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 received the notice rejects the request for a single arbitrator or where the parties have failed to reach agreement on the selection of a single arbitrator within ten (10) working days, the party initiating the arbitration proceedings may submit the name of its appointee to the Board in accordance with Article **37:05** 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.
- (d) Where the party initiating the arbitration proceedings wishes to request arbitration by a three (3) person board, the notice referred to in Article 37:02(a) shall contain the name of the first party's appointee to the Arbitration Board.

37:03 The party receiving such notice shall within ten (10) working days notify the other party of its appointee to the Arbitration Board

37:04 The two (2) appointees so selected shall within fifteen (15) working days meet and name the neutral third member who shall be the chairperson of the Board.

37:05 In the event the Employer fails to name an appointee, or if the two (2) appointees fail to agree upon a chairperson within the applicable time limits, then at the request of either party, the appointment(s) shall be made by the Minister of Labour.

37:06 After the Arbitration Board has been formed by the foregoing procedure; it shall meet and hear the evidence of both sides, and render a decision after completion of the hearing. The decision of the majority shall be the decision of the Board. Where there is no majority decision, the decision of the

chairperson shall be the decision of the Board. The decision of the Board shall be final, binding and enforceable on all parties.

37:07 The Arbitration Board shall not be empowered to change by its decision any provisions of this Agreement or to set provisions of a new Agreement.

Article 38 Reclassification Procedure

38:01 The employee will submit the request for reclassification to the Chief Administration Officer, together with the following:

- (a) A current position description;
- (b) The currently existing job classification being requested and reasons why that classification is appropriate; and
- (c) Any other information in support of the request

The Chief Administration Officer has twenty (20) working days following receipt of the request to reply and will confirm date of receipt.

38:02 Where the employee considers the reply from the Chief Administration Officer to be unsatisfactory or where no reply is received within the prescribed time limits, the employee may proceed to Step 1 of the grievance process.

38:03 The time limits prescribed in this Article may be extended by mutual agreement of the employee and the party designated to respond.

Article 39 Employee Files

39:01 Upon the written request of an employee, Human Resources shall make the employee's file available for the employee's full examination. Such request not to be made with unreasonable frequency. Such examination shall be in the presence of a representative of Human Resources. The employee has the option to have a representative present.

39:02 An employee may request a copy of specific documents on the employee's file. This provision shall not be unreasonably requested or denied.

39:03 Only one (1) file shall be kept and all records relating to an employee shall be retained on that file.

Article 40 Performance Appraisal

40:01 Performance appraisals are a tool to be used in a positive manner to acknowledge an employee's performance levels and, where necessary, to identify and outline strategies for improvement. When performance appraisals are conducted, the following will apply:

- (a) Performance appraisals shall be in writing and the contents shall be discussed with the employee;
- (b) The employee shall sign the performance appraisal for the sole purpose of indicating that they are aware of its content;
- (c) The employee shall have the right to add comments to be attached thereto;
- (d) The employee shall be given a copy of the performance appraisal at their request.

40:02 Performance appraisals of all employees may be conducted following the probationary period, at the one (1) year anniversary and annually thereafter.

Article 41 Contracting Out

41:01 Where work is to be contracted out which would result in the redundancy of employees in the bargaining unit, then the Employer will provide the Union with three (3) months' notice.

41:02 During the notice period, the Joint Labour Management Consultation Committee shall meet to discuss the reasons and possible alternatives to the

proposed contracting out as well as to facilitate potential retraining and/or redeployment opportunities.

Article 42 Seniority

42:01 “Seniority” means the length of service with the Employer as defined in this Article provided such service has not been broken by termination of the employee.

42:02 Seniority shall include only the following:

- (a) Accumulated service;
- (b) Periods of workers compensation up to maximum of twenty-four (24) months;
- (c) Periods of maternity leave and/or parental leave and/or compassionate care leave;
- (d) Approved educational leave to a maximum of one (1) year;
- (e) Any sick leave without pay necessary to satisfy the elimination period of the Long Term Disability Plan;
- (f) Any other approved leaves without pay to a maximum accumulation of one hundred fifty (150) hours in a calendar year; and
- (g) Periods of leave while on the Long Term Disability Plan up to a maximum of twenty (20) months.

Seniority will continue to accrue when an employee is temporarily out of the bargaining unit for up to twelve (12) months.

42:03 An employee will lose all seniority when the employee:

- (a) Resigns;
- (b) Retires;
- (c) Is dismissed and not reinstated;

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

42:04 A seniority list will be prepared by April 1 up to and including December 31 of the previous year. The list will be electronically posted and all staff will be advised of posting and location.

42:05 Grievances concerning the calculation of seniority must be filed at Step 1 of the grievance procedure within twenty (20) working days of the date the employee became aware of the seniority calculation. Such grievances shall be restricted to the calculation of seniority in the calendar year immediately prior to the year in which the seniority list is posted.

Article 43 Devolution and Transfer of Services

43:01 In the event of the devolution or transfer of services provided by employees covered by this Agreement, the Union shall be notified no less than four (4) months prior to the transfer of employees. The parties will establish a joint committee to facilitate the orderly transfer of employees who are impacted.

43:02 Where the successorship provisions of The Labour Relations Act have been determined to apply, the provisions of this Agreement continue in effect for the affected employees until the expiry of the Agreement.

43:03 The Employer and the Union will work together with the successor Employer to negotiate a transition agreement respecting the administration

and interpretation of this Agreement during the period required to negotiate a new Collective Agreement.

43:04 The provisions of this Article do not apply to seconded employees.

Article 44 Layoff

44:01 A “Layoff” is defined as any reduction in an employee’s regular hours of work. When a layoff occurs the Employer shall provide the employee four (4) weeks written notice.

44:02 If a reduction of permanent employees is necessary, the Employer shall meet with and advise the Union of the proposed reduction and the jobs affected as soon as possible.

44:03 Both parties recognize that job security should increase in proportion to length of service. Therefore, in the event of layoff, permanent employees shall be laid off in the reverse order of their seniority, within their position.

44:04 The notice shall give the reasons for the layoff and its expected duration. If employees have not had the opportunity to work the days as provided in this Article, they shall be paid for the days for which work was not made available.

44:05 Any permanent employee who receives a layoff notice may bump a less senior employee from the same or lower classification.

The employee bumping must give written notice to their Employer within one (1) week of receiving the notice of layoff.

44:06 Employees who bump must possess the minimum qualifications and ability to perform the job.

44:07 An employee who is entitled to displace another employee in accordance with the provisions of this Article may have a familiarization period in the new position. The purpose of the familiarization period of up to two (2) weeks is to allow the employee to become oriented to the specific duties of the position. The familiarization period is not intended to be a period during

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

- 44:08** Employees who do not exercise their right to bump will be laid off and subject to recall.
- 44:09** Employees, who bump to a lower classification, will be paid at the step in the new position which is closest but not greater than their current pay. They will retain eligibility for increases on their pre-existing anniversary date.
- 44:10** Employees laid off shall be placed on a recall list for twelve (12) months. A copy will be furnished to the Union.
- 44:11** Employees who accept an offer of recall into a lower classification will be offered reinstatement into their former classification, if such becomes available within six (6) months from the date of accepting the lower level position. The job, in such instances, will not be posted. Employees shall be reinstated at the step they had attained in their former classification. Employees rejecting the offer will relinquish any further right to reinstatement in their former classification.
- 44:12** A laid off employee who receives an offer of recall will have five (5) working days from the date of receipt of the offer of recall, or seven (7) working days from the date the offer of recall is mailed by the Employer, whichever comes first, to contact the Chief Administration Officer and accept the offer. In the event the employee does not respond to the offer of recall within these timeframes the employee will be deemed to have declined it and will remain on the recall list and retain their seniority ranking subject to the provisions of Article 42. In any event, if an employee declines three (3) recall offers that employee shall be permanently removed from the recall list.
- 44:13** No new employees shall be hired by the Employer to fill a position until any offers of recall required to be made to eligible employees in respect of that position have been concluded.

Article 45 Resignations

- 45:01** An employee wishing to resign shall provide the Employer with a written notice of resignation which shall specify the last day upon which the employee will perform the employee's regular duties.
- 45:02** The effective date of a resignation shall be the last day upon which an employee is present at work and performs the employee's regular duties.
- 45:03** An employee who is resigning may, with the approval of the Employer, be permitted to utilize paid leave in the form of vacation or banked time to be taken immediately prior to the employee's resignation date. In this circumstance, the effective date of resignation shall be deemed to be the last day of the employee's paid leave.
- 45:04** Subject to Articles 45:01, 45:02 and 45:03, where the last day on which an employee who has submitted a notice of resignation performs the employee's regular duties precedes a Friday which, but for the fact that a holiday falls thereon would be a regular working day, the employee shall be deemed to have voluntarily terminated the employee's service on that Friday and shall be eligible for holiday pay for that Friday.
- 45:05** Subject to Article 45:06 employees shall give written notice of resignation at least two (2) weeks prior to the date on which the resignation is to be effective. Notice of resignation shorter than the required two (2) weeks may only be given with the approval of the Employer.
- 45:06** Where the employment of an employee terminates at the end of a specific term of employment, or on the completion of a job for which the employee was specifically employed, no notice of resignation is required.
- 45:07** Employees are required to return all materials, equipment, keys etc. belonging to the Employer at or prior to the date of resignation.

Article 46 Technological Change

46:01 Where the Employer intends to introduce technological change which is likely to negatively impact the bargaining unit, the Employer will provide the Union with ninety (90) days' notice of such change, and will meet with the Union within that time to discuss ways to minimize the negative impact of the change.

Article 47 Work at Home

47:01 Working at home may be required by the Employer as a condition of a particular position. Working from home requirements may encompass short term and/or long term arrangements. In each case, it shall be so noted in the position description, and the position posting shall include the work at home requirements.

47:02 For positions not designated by the Employer as work from home positions, there may be a need to establish, on a mutually agreed basis, temporary work from home arrangements. The following shall apply:

(a) Work at home arrangements shall not exceed thirty (30) days at a time, unless otherwise agreed to by the Employer and the Union.

47:03 The Employer shall supply the equipment and supplies necessary for an employee to work at home if working at home has been approved, and shall be responsible for the insurance and maintenance costs of such equipment. The employee will be required to exercise all reasonable measures to protect such equipment in their possession.

47:04 Working at home shall not affect the employment status of any employee and a person who would not otherwise be an employee will not become one because they are performing work at home. Similarly, it will not prevent a person from remaining or becoming an employee if they otherwise would be an employee.

- 47:05** All provisions of the Agreement apply to work at home arrangements except as otherwise agreed by the parties.
- 47:06** Work at home arrangements refers to work performed at an employee's home during regular work hours.
- 47:07** The Employer reserves the right to attend at the employee's home with reasonable notice to inspect and repair its equipment as necessary.

Article 48 Loss Of or Damage To Personal Effects

- 48:01** Where an employee, because of the action of a client of the Employer, suffers damage to, or loss of, eye-glasses, false teeth, a watch or other personal effects usually carried to work by the employee in the performance of the employee's duties including clothing but not including underwear, the employee shall be reimbursed at:
- (a) Full replacement cost provided that the item that is lost or damaged beyond repair has been purchased within six (6) months of the incident;
 - (b) If the item has been purchased within six (6) months to two (2) years of the incident, at eight-five percent (85%) of the replacement cost;
 - (c) At seventy-five percent (75%) of the replacement cost in all other cases.

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

- 48:02** All incidents of loss of, or damage to personal effects as mentioned in Article 48:01, shall be reported in writing by the employee whose personal effects are lost or damaged to the Employer within twenty-four (24) hours of the incident.
- 48:03** Each incident respecting loss of, or damage to, personal effects as mentioned in Article 48:01 shall be assessed separately, and the Employer shall recommend the amount of compensation that should, in the Employer's opinion, be paid in respect of each incident.

- 48:04** 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. No claim for compensation will be considered for loss or theft of or damage to personal effects or clothing other than damage to clothing that occurs as a result of an accident, normal wear and tear excepted.
- 48:05** Employees suffering loss of, theft of, or damage to tools, equipment, personal effects or clothing incurred when they are away from their normal place of work while on a business or field trip may claim compensation only for such items as are necessary in day-to-day living in the course of their employment away from their normal place of work.
- 48:06** Where compensation is available from an employee's personal insurance or otherwise for the loss or theft of or damage to the employee's tools, equipment or personal effects or for luxury items, the deductible portion may be claimed.
- 48:07** Every claim for compensation made pursuant to Articles 48:05 and 48:06 will be considered for approval by the Employer. The claim shall indicate:
- (a) The name of the claimant, position classification, normal place of work and type of work the position entails;
 - (b) Identification as to category - loss, theft, damage - and full particulars as to when and how the loss, theft or damage took place with any other relevant particulars;
 - (c) Justification for the claim in accordance with Articles 48:05 and 48:06;
 - (d) A certification by the claimant that all items lost, stolen or damaged are not covered by any form of insurance, or if they are covered, the amount of the deductible for which reimbursement is being claimed under this Article.
- 48:08** Claims shall be paid in accordance with Article 48:01.

Article 49 Civil Liability

- 49:01** If an action or proceeding is brought against any employee covered by this Agreement for an alleged tort committed by the employee in the performance of the employee's duties, then the normal legal principles of vicarious liability shall apply.
- 49:02** The Employer shall maintain liability insurance that shall provide adequate coverage for all employees.
- 49:03** 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 the employee, shall advise Employer of any such notification or legal process.

Article 50 Acting Status

- 50:01** Where the Employer directs an employee employed in one (1) position to temporarily take over the duties and responsibilities of some other position having a higher grade of pay, and provided the employee takes over and continues to perform for ten (10) or more consecutive working days the duties and responsibilities of that other position, the employee shall be appointed temporarily to that other position with acting status and shall be paid at the rate of pay for that other position from the date of taking over the duties and responsibilities of that other position until the temporary appointment is revoked. The employee shall be paid at the first increment level of the position they are performing on an acting basis so long as that rate of pay represents an increase in pay for that individual which is equal to or greater than the difference between the increments within the individual's original position classification. Upon the temporary appointment being revoked the employee shall, unless appointed or promoted to some other position, revert to the employee's original position and be paid at the rate of pay for the employee's original position that the employee would be paid if the employee had never held the temporary appointment.

- 50:02** For purposes of interpretation of this Article, “Duties and Responsibilities” means the duties and responsibilities that would have been performed by the incumbent during the period in which the incumbent had been replaced.
- 50:03** Where an acting status appointment to a position within the bargaining unit will exceed twelve (12) continuous months, the Employer will notify the Union of the reasons. A meeting may be held to discuss the matter at the request of the Union. The employee who is in acting status may attend at the request of either party.
- 50:04** Article 50:03 does not apply where an employee is replacing an employee who is absent for any reason.

Article 51 Job Descriptions and Job Classifications

- 51:01** Every position within the bargaining unit shall have a job description, which reflects the qualifications, responsibilities and job expectations.
- (a) The supervisor shall ensure that the position description accurately reflects the position prior to commencing performance appraisals.
 - (b) The position description for each position shall be reviewed on an annual basis as part of the performance appraisal process.
- 51:02** The Employer agrees to provide the Union with job descriptions for all positions for which the Union is the bargaining agent, within six (6) months of ratifying this Collective Agreement.
- 51:03** Where a new position is created within the bargaining unit, or an existing position is changed significantly, the Employer shall provide the Union with a copy of the new or revised job description. The Union and the Employer shall negotiate the rate of pay for any new classification. Failing agreement on the appropriate rate of pay, the dispute may be referred to arbitration in accordance with the arbitration Article.

- 51:04** If the salary range on a new or revised classification is adjusted, such adjustment shall be retroactive to the date the new or revised classification came into effect.

Article 52 Election Leave

- 52:01** In the event of a Federal, Provincial, Municipal or Manitoba Metis Federation election, all employees eligible or entitled to vote shall be allowed the necessary time with pay to attend the polls. Employees shall be allowed time to a maximum of three and one-half (3½) hours prior to polls closing.

Article 53 Professional Development & Training

- 53:01** The Employer recognizes that additional and continuing education of employees is desirable as a means of improving the effectiveness of employment performance.
- 53:02** Where the Employer requires attendance, during regular working hours, at any educational training course or program, conference, practicum, workshop or seminar, the employee shall be granted necessary paid education leave to attend and be reimbursed expenses related thereto in accordance with Employer policy.
- 53:03** Where additional training outside regular work hours is approved by the Employer, the employee shall pay all costs of the training (tuition, registration fees, books, etc.) for the courses specified and approved by the Employer. Upon successful completion of such courses, as verified by final transcript, the Employer shall reimburse the employee for such costs of the approved training, not including wages.
- 53:04** The Employer may require an employee to enter into a Return of Service Agreement for any training approved for reimbursement of costs and/or paid leave by the Employer. Such agreements shall specify a period of time an employee who receives reimbursement for an approved course must remain in active employ of the Employer. Should an employee fail to complete the

length of employment as specified in the Return of Service Agreement, they would be required to reimburse the Employer for funds provided for their educational leave in whole or on a pro rata basis.

- 53:05** The Employer shall make employees aware of all funding opportunities related to their field of study that are available through the Employer.
- 53:06** The mechanism for employee professional development and training is a training plan, done as part of the annual performance review and approved by the Employer.
- 53:07** Employees must provide a copy of the final transcript or other form of acceptable proof of successful completion of the course to the Chief Administration Officer upon receipt of the same. A copy will be placed in their personnel file.
- 53:08** If the employee does not successfully complete a course, they will be responsible for one hundred percent (100%) of all costs related to the course taken.
- 53:09** Should an employee not successfully complete a course, for reasons or circumstances beyond their control, they may appeal to the Employer who shall review and consider the noted exceptional circumstances.
- 53:10** When training outside of regular working hours has been approved by the Employer, employees shall not be entitled to claim time off for hours used for the purposes of training.
- 53:11** The Employer may grant paid time off to an employee in an approved program for the purposes of study, attendance, examination and/or preparation.

Article 54 Spiritual Health

- 54:01** The Employer offers a total of three (3) wellness days off, with pay, per fiscal year (April 1 to March 31) to all its employees.

54:02 Wellness days will **accrue but will** not accumulate on any type of unpaid leave.

54:03 An employee who resigns or whose employment is terminated shall not be entitled to payment for accumulated days.

Article 55 Leave of Absence With or Without Pay

55:01 This leave shall be utilized when all other leave benefits have been exhausted.

55:02 A leave of absence with or without pay may be granted upon written request setting out the reasons for the leave, date of commencement and date of return to the supervisor and the Chief Administration Officer.

- (a) An employee shall give thirty-one (31) days' notice except in an emergency.
- (b) The Employer shall notify the employee of approval or denial of the leave of absence requested and any terms associated therewith within seven (7) days of the receipt of request.
- (c) Such requests shall not be unreasonably denied.

55:03 An employee who is granted a leave of absence for ten (10) weeks or less, will be returned to his/her former position upon his/her return at his/her former increment step.

55:04 An employee who is granted leave of absence between ten (10) and twenty-six (26) weeks, will be returned to his/her former classification at his/her former increment step.

55:05 An employee who is granted leave of absence for a period over twenty-six (26) weeks, and unless the Employer makes a specific commitment as to the conditions under which an employee who is granted such leave of absence will be employed on his/her return, shall be required to compete for any vacant positions, and, if successful, be credited with the length of service

accumulated at the time of their leave for the purposes of sick leave and vacation entitlement benefits, as defined in this Agreement.

- 55:06** In the event of serious family illness/crisis and when the affected employee has exhausted all other leave avenues, the employee may request leave of absence without pay and such requests shall not be unreasonably denied. Further, the employee shall be guaranteed the right to return to their former position within the first three (3) months of the commencement of the leave. For the following six (6) months the employee will be returned to a comparable position if available and if the employee is qualified to perform the position.
- 55:07** The employee may be eligible for the continuation of group insurance benefits while on a leave of absence without pay, subject to the approval of the Chief Administration Officer. If granted, the employee is responsible for one hundred percent (100%) of the group insurance premiums while off on leave. An agreement for the payment of premiums shall be signed by the employee prior to taking the leave.
- 55:08** Where an employee requests to return to work prior to the expiry date of the leave of absence as set out and approved in the request, the Employer shall have no obligation to return the employee to work until such time as the leave of absence would have expired.
- 55:09** Overstaying of leave of absence without valid reason acceptable to the Employer will be deemed a resignation.


Article 56 Inclement Weather


- 56:01** In the event that weather conditions prevent scheduled employees to report to work, reasonable measures will be taken to minimize the financial impact upon these individuals as soon as reasonably possible.
- 56:02** Employees who cannot report to work due to inclement weather are not paid for such work missed. If possible and as soon as it is practical, upon request the employee may be scheduled to work an equal amount of compensating

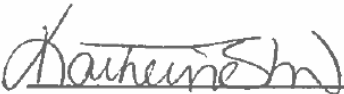
time (at basic pay). Arrangements may be made to utilize remaining vacation entitlement, compensatory time, etc. to offset the lost wages to the employee.


IN WITNESS WHEREOF A representative of Metis Child and Family Service Authority has hereunto set their hand for, and on behalf of, Metis Child and Family Service Authority; 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 21 day of July 2016.


On behalf of Metis Child & Family Services Authority


On behalf of Manitoba Government and General Employee's Union


On behalf of Metis Child & Family Services Authority


On behalf of Manitoba Government and General Employee's Union

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

Chief Executive Officer

Chief Financial Officer

Chief Administration Officer

Chief Quality Officer

Chief Communications Specialist

Executive Assistant

Director of Finance

Human Resources Officer

Finance Manager

Appendix “B” - Privately Owned Vehicles

B1:01 Reimbursement Rates

Rates as per Civil Service GEMA – Memorandum #15 and Appendix “E”.

B1:02 Residence to Work Location

- (a) Transportation of an employee between the employee’s residence and headquarters may not be claimed except where the employee has been called back to return to work:
- (i) Outside of the employee’s normal hours on the employee’s regular working day or shift; or
 - (ii) On the employee’s day of rest.

Rate/km is subject to Memorandum of Agreement Re: Privately Owned Vehicles - Mileage Formula

Vehicles Required as a Condition of Employment

- B2:01** Where an employee is required, as a condition of employment to provide a personal vehicle for use in carrying out the employee’s duties on behalf of the Employer, then the provisions of this Article shall apply.
- B2:02** An employee who is required to use their own vehicle for business shall be responsible for arranging and paying insurance coverage for this purpose as may be required by Manitoba Public Insurance.
- B2:03** The Employer agrees to compensate employees for damage to the employee’s vehicle providing such damage was incurred during the performance of the duties as an employee and providing the damage is not covered by insurance. For damage covered by insurance, the Employer shall pay the insurance deductible to a maximum of two hundred dollars (\$200).

Appendix “C” - Meals and Miscellaneous Expenses

Meals - Eligibility for Claims

Any extension of working hours at the normal place of work is covered under Appendix C3 - Meal Allowances During Overtime Work. No other meal claims except as provided in this Article shall be paid.

C1:01 Breakfast - an employee is expected to have had breakfast before the start of the day’s work, even though some travel may be necessary before the recognized starting time. Exceptions occur to this pattern and cost of breakfast may be claimed when:

- (a) Employee is in travel status and breakfast is not provided (does not include any continental breakfast made available by the hotel).
- (b) The employee has been travelling for more than one (1) hour on Employer business before the recognized time for the start of the employee’s day’s work.

C1:02 Lunch - an employee is expected to make arrangements to provide or purchase lunch, or the midday or mid-shift meal. For many employees, either because of lack of facilities in the area of work or for general convenience or economy, lunch is carried to work rather than purchased. Exceptions to this pattern, when cost of lunch may be claimed, occur when:

- (a) Employee is in travel status and lunch is not provided;
- (b) The employee is away from the employee’s normal place of work and outside the headquarter area which would cause the employee to disrupt the employee’s normal midday or mid-shift meal arrangements.

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

C1:03 Dinner - an employee may only claim for the cost of a dinner meal when:

- (a) Employee is in travel status and dinner is not provided;

- (b) The employee has been travelling on Employer business and not expected to arrive back to the employee's residence before 7:30 p.m. were a meal break not taken.

Meal Expenses - Travel Within the Province

C2:01 An employee who is eligible may submit a travel allowance request for meals in the following amounts:

Individual Meals			
<u>Breakfast</u>	<u>Lunch</u>	<u>Dinner</u>	<u>Per Diem</u>
\$10.00	\$15.00	\$25.00	\$50.00

- C2:02** For each full day in travel status an eligible employee may claim the per diem allowance in lieu of individual meal claims to cover the cost of purchased meals.
- C2:03** Where a single price or flat rate is charged for meals by the supplier and no other reasonable alternative in the location is available (which may occur in some remote or isolated communities), actual meal expenses exceeding the above maximum may be claimed if supported by a receipt.

Meal Allowances During Overtime Work

C3:01 Extension of Working Day

Where an employee's working day has been extended beyond the standard working day or shift at the normal place of work by either:

- (a) At least two (2) hours, exclusive of a dinner break, a meal allowance shall be paid at **five (\$5.00)** per day; or
- (b) At least three and one-half (3½) hours, exclusive of a dinner break, an allowance equivalent to that payable for lunch in the appropriate area as shown in Appendix C2 - Meal Expenses - Travel Within The Province, shall be paid.

C3:02 The incidentals allowance covers reimbursement for all incidental expenses except as provided in Appendix C5 - Miscellaneous Expenses During Travel.

Incidental Allowance

C4:01 An employee who is in travel status may claim an incidental allowance of eight dollars (\$8.00) for each night of accommodation.

Miscellaneous Expenses During Travel

C5:01 **Gratuities**

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

C5:02 **Laundry**

Laundry charges must be supported by receipts and may only be claimed where the employee is travelling on Employer business and where overnight away from home accommodation is involved for a period in excess of four (4) consecutive nights.

C5:03 **Parking**

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

C5:04 Telephone

- (a) Charges for telephone calls necessary for business purposes may only be claimed when they are supported by a listing of the person telephoned, the city or town involved and the reason for the call.
- (b) An employee is entitled to claim the cost of long distance telephone calls up to a maximum of four dollars and seventy-eight cents (\$4.78) for each period of three (3) consecutive nights away from the employee's residence on Employer business and overnight accommodation is involved.

Accommodations

- C6:01** Employees travelling on Employer business are entitled to standard hotel room accommodation with a bath when available.
- C6:02** The type, standard and cost of accommodation, and the period for which such costs may be allowed shall, in the opinion of the Employer, be reasonable considering all relevant circumstances.
- C6:03** For employees traveling on Employer business who utilize private accommodations, they shall be allowed to bill **fifty dollars (\$50)** per night of accommodation.

Cell Phone Reimbursement

- C7:01** **The Employer shall provide cellular phones to all employees that are deemed, in the Employer's opinion, to require a cellular phone.**
 - (a) **The Employer shall pay for the monthly service fees attached to the cellular phone.**
 - (b) **Employees may opt to add additional services, above the plan allotment at their own expense.**
 - (i) **The costs associated with the additional services shall be deducted from the employee's biweekly wages.**

C7:02 An employee who is not eligible for an Employer provided cell phone but is authorized to use a cell phone for work purposes (service use or safety reasons), is entitled to claim twenty-five (\$25) dollars per month. Employees shall submit a statement of cost for reimbursement.

Definitions

- C8:01** “Travel Status” means absence of the employee from the employee’s headquarters area on Employer business involving travel and accommodation with the approval of the Chief Executive Officer or designate.
- C8:02** “Headquarters Area” means an area twenty-four (24) kilometres (fifteen [15] miles) around the employee’s headquarters.
- C8:03** “Employee’s Headquarters” means the workplace where the employee is normally stationed or required to use as the employee’s base of operations on a continuing basis in relation to which the employee has established a residence.

Letter of Intent

between

Metis Child and Family Service Authority

and

Manitoba Government and General Employees' Union

Re: Recognition of Seniority-Transferred Credits

By this letter, the Employer confirms the date of seniority for the following bargaining unit members who transferred credits to the Authority:


Besant, Gregory	October 15, 2007
Cote, Kathy	May 2, 2005
Gabriel, Tristan	June 23, 2009
Gillespie, Desiree	September 15, 2003
Reydmann, Alexander	January 10, 2011

Signed this 21 day of July 2016.


On behalf of Metis Child & Family Services Authority


On behalf of Manitoba Government and General Employee's Union


On behalf of Metis Child & Family Services Authority


On behalf of Manitoba Government and General Employee's Union

Memorandum of Agreement

between

Metis Child and Family Service Authority

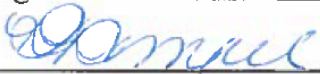
and

Manitoba Government and General Employees' Union

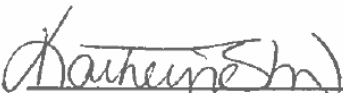
Re: Staff Investigations - Allegations of Inappropriate Behaviour or Wrongdoing by an Employee


By this Memorandum of Agreement, Metis Child and Family Services Authority confirms that employees who are the subject of allegation(s) of inappropriate behaviour or wrongdoing (whether by internal or external agencies), if suspended pending investigation, will normally be suspended with pay. In any event, these situations will be reviewed by the Chief Administration Officer or Chief Executive Officer to ensure appropriateness and consistency of application of any policy in this regard.

Signed this 21 day of July 2016.


On behalf of Metis Child & Family Services Authority


On behalf of Manitoba Government and General Employee's Union


On behalf of Metis Child & Family Services Authority


On behalf of Manitoba Government and General Employee's Union

Memorandum of Agreement

between

Metis Child and Family Service Authority


and

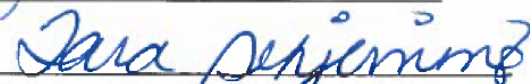
Manitoba Government and General Employees' Union

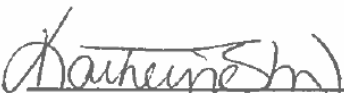
Re: Maternity Top up Leave Payment


During the term of this Agreement, should Metis Child, Family and Community Services Agency and/or the Michif Child and Family Services Agency reach a signed agreement with any Union that results in a maternity leave top-up payment for their employees, the Employer agrees to implement an equivalent top-up for all employees covered by this Agreement effective the first day of the new Agreement.

Signed this 21 day of July, 2016.


On behalf of Metis Child & Family Services Authority


On behalf of Manitoba Government and General Employee's Union


On behalf of Metis Child & Family Services Authority


On behalf of Manitoba Government and General Employee's Union

Letter of Intent

between

Metis Child and Family Service Authority


and

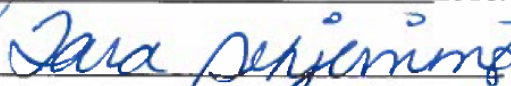
Manitoba Government and General Employees' Union

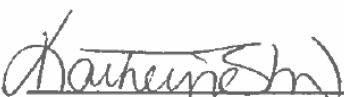
Re: IT Officer


During the term of this Agreement, the Employer shall continue to pay the full monthly cellular bill for Kyle Reid, the IT Officer, as this arrangement has been in place since his hire.

Signed this 21 day of July 2016.


On behalf of Metis Child & Family Services Authority


On behalf of Manitoba Government and General Employee's Union


On behalf of Metis Child & Family Services Authority


On behalf of Manitoba Government and General Employee's Union

Salary Schedule - Effective November 20, 2013 to March 21, 2014

Classification	Start	Step 1	Step 2	Step 3	Step 4	Step 5	Step 6	Step 7	Step 8	Step 9
SP5 Service Specialist	59,765	61,959	64,588	66,896	69,506	72,191	75,104	77,960	81,137	
Education and Training Coordinator	2,299	2,383	2,484	2,573	2,673	2,777	2,889	2,998	3,121	
Practice Leader	30.65	31.77	33.12	34.31	35.64	37.02	38.51	39.98	41.61	
Information Technology Officer										
PM1 Service Analyst	42,195	43,670	45,127	46,753	48,342	50,157	52,049	53,959	55,907	58,120
	1,623	1,680	1,736	1,798	1,859	1,929	2,002	2,075	2,150	2,235
	21.64	22.39	23.14	23.98	24.79	25.72	26.69	27.67	28.67	29.81
PM3 Policy Analyst - OSC	60,314	62,527	64,872	67,387	70,054	72,759	75,804			
	2,320	2,405	2,495	2,592	2,694	2,798	2,916			
	30.93	32.07	33.27	34.56	35.93	37.31	38.87			
FI2 Finance Officer	48,210	49,912	51,765	53,675	55,642	57,780				
	1,854	1,920	1,991	2,064	2,140	2,222				
	24.72	25.60	26.55	27.53	28.53	29.63				
IS1 Network Technician	45,354	46,602	49,174	50,347	51,727	53,127	54,507	55,945		
	1,744	1,792	1,891	1,936	1,990	2,043	2,096	2,152		
	23.26	23.90	25.22	25.82	26.53	27.24	27.95	28.69		
AY3 Administrative Assistant	37,996	38,999	40,096	41,193	42,290	43,424				
	1,461	1,500	1,542	1,584	1,627	1,670				
	19.49	20.00	20.56	21.12	21.69	22.27				
AY2 Communications Coordinator	33,287	34,006	34,838	35,727	36,824	37,732				
Reception	1,280	1,308	1,340	1,374	1,416	1,451				
	17.07	17.44	17.87	18.32	18.88	19.35				

New scales to be provided upon Employer's receipt of funding.