

Collective Agreement

between

Manitoba Possible

and

Manitoba Government and General Employees' Union

Local 262

April 1, 2019 to March 31, 2023

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*All changes appear in **bold**.

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*All changes appear in **bold**.

This Agreement made this 30th day of June, 2021

between

Manitoba Possible

(hereinafter referred to as the “Employer”)

of the first part

and

Manitoba Government and General Employees’ Union

(hereinafter referred to as the “Union”)

of the second part

Article 1 Interpretation

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

- (a) “Casual Employee” means an employee who normally works less than the full normal daily or weekly, hours of work, as the case may be, and whose work is irregular, or non-recurring or does not follow an ongoing predetermined schedule of work on a regular and recurring basis to supplement or to replace employees who are absent for any reason. There is no obligation for the Employer to offer work to a casual employee or for a casual employee to accept work that is offered. The terms of this Agreement do not apply to the casual employee, except as specified below in this Article:
 - (i) Casual employees shall receive vacation pay bi-weekly at the rate of four percent (4%) or six percent (6%), as applicable under The Employment Standards Code, of the hours worked bi-weekly;
 - (ii) Casual employees are paid for their work in accordance with the corresponding salaries for positions specified in Schedule “A”. Increments will be earned in accordance with the number of hours

worked. Casual employees who do not work for a period of twelve (12) months shall be considered to have had their service broken. Any subsequent hours worked shall be accumulated as a new hire;

- (iii) Casual employees required to work on a recognized holiday shall be paid at the rate of one and one-half times ($1\frac{1}{2}x$) their basic rate of pay;
 - (iv) Casual employees shall be entitled to compensation for overtime worked in accordance with Article 8;
 - (v) The Employer agrees to deduct Union dues in an amount specified by the Union in any pay period for which the casual employee receives any payment in accordance with Article 44;
 - (vi) In the event that no payment is made during the pay period, the Employer shall have no responsibility to deduct and submit dues for that period;
 - (vii) Articles 24 and 25 apply only with respect to the terms of this Article.
- (b) “Dismissal” means the removal of an employee for disciplinary reasons from a position of employment for just cause;
 - (c) “Employee” means a person who is employed by the Society within the scope of this Agreement;
 - (d) “Employer” means **Manitoba Possible**;
 - (e) “Full-Time Employee” means an employee who regularly works the full prescribed hours of work per week;
 - (f) “Part-Time Employee” means an employee who is scheduled to work less than the full prescribed hours per week on a regular and recurring basis;

- (g) “Term Employee” means an employee hired for a specified period, or until the completion of a specified job, or until the occurrence of a specified event:
- (i) A term employee shall be covered by the terms of this Agreement from their date of hire, unless otherwise limited by the Agreement;
 - (ii) No employee shall be terminated and re-employed contiguous to the previous term employment for the purpose of extending the period of term employment;
 - (iii) 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 Employer has identified a continuing need and funding for the position is expected to continue, the Employer shall convert the employee to regular status on a full-time or part-time basis, as applicable;
 - (iv) If an employee goes from term to regular full-time or part-time status without a break in service, **their** seniority shall be back-dated to include the length of term employee service upon completion of **their** probationary period pursuant to Article 21.
- (h) “Position” means a position of employment with the Employer that is in the bargaining unit;
- (i) “Term Position” shall be for a specific period or until completion of a particular project within a specific department, of a minimum duration of three (3) months and a maximum duration of two (2) years.
- (i) When the Employer determines that a term position, as described above exists, the position shall be posted in accordance with Article 18 and filled in accordance with Article 42. All employees within the bargaining unit may apply for the term position, subject to specified limitations on employees already working in term positions.

- (ii) For situations related to Workers Compensation and/or illness and/or accident or parental leave or where a definitive expiry date cannot be specified, the Employer shall state on the job posting that the said term position will expire subject to twenty-four (24) hours' notice of return of the current incumbent to **their** position. The employee occupying the said term position shall receive notice equivalent to the amount of notice the employee returning from leave provides the Employer, as referenced above.
- (iii) An employee in a term position may be required to complete the term before being considered for other term positions within the bargaining unit.
- (j) "Steward" means an employee appointed or elected by the Union who is authorized to represent the Union, an employee or both, in the handling of grievances or matters pertaining to this Agreement;
- (k) "Termination" means the permanent separation of an employee from a position of employment whereby all commitments to that employee have been discharged by the Employer;
- (l) "Union" means the Manitoba Government and General Employees' Union.
- (m) "Domestic Violence" means domestic violence within the meaning of subsection 2(1.1) of The Domestic Violence and Stalking Act that is caused by an act or omission of a person described in subsection 2(1) of that Act.**

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

Article 2 Application of the Agreement

- 2:01** The Employer recognizes the Union as the sole bargaining agent for all those employees within the Bargaining Unit defined in Certificate Number MLB-5915 issued by the Manitoba Labour Board dated February 26, 2002.
- 2:02** No employee will be required to make any written or verbal agreement which conflicts with the terms of this Agreement.
- 2:03** The Employer recognizes the Union as the sole bargaining agent for all employees covered by this Agreement.
- 2:04** The Employer may continue its practice of hiring students for programs of limited duration. Individuals hired to perform such work are not covered by this Agreement. The Employer shall not hire such individuals in a manner resulting in the reduction of hours or layoff of bargaining unit employees.

Article 3 Management Rights

- 3:01** The Union recognizes that the Employer retains all the rights, powers and authority in management except those specifically abridged or modified by this Agreement. Without restricting the foregoing, the Employer has the sole and exclusive right to plan, direct and control operations; to determine work and production schedules; to determine the number of personnel required from time to time, services to be performed, and the methods, procedure and equipment in connection with the services; to maintain order, discipline and efficiency; to direct the workforce; to hire; transfer, demote, promote, assign jobs or duties; layoff or rehire any employee; to discipline, including suspend or discharge any employee for just cause; to reorganize, close or disband any department, program or section thereof as circumstances may require; to determine the location of its operation and activities; to increase or decrease its workforce, to designate curtailments and cessation of operations; and to make and alter from time to time reasonable rules and regulations not inconsistent with the terms of this Agreement.

3:02 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 4 Union Security

4:01 By reason of existing legislation, effective the date of signing this Agreement, each and every employee who comes under the scope of this Agreement shall have an amount equal to the current Union dues deducted by the Employer from each pay, whether a member of the Union or not. Such dues shall be forwarded to the Union monthly, together with a list of the names of employees from whom deductions have been made and the amounts of such deductions.

4:02 The Union shall notify the Employer in writing of any changes in the amount of dues at least one (1) month prior to the end of the pay period in which the deductions are to be made.

4:03 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 in which the Union had no involvement.

4:04 For new employees, payroll deductions as set out in Article 4:01 hereof shall become effective from the start of the pay period immediately following the commencement of employment.

4:05 When an Income Tax (T-4) slip is made available, it shall indicate the amount of dues paid to the Union by the employee in the previous year.

4:06 The Employer shall provide a Union membership application to new employees at the time that other orientation information is provided. The Union shall be responsible for providing the Employer with sufficient copies of membership applications.

4:07 Upon commencing employment, the employee's immediate supervisor shall advise the employee that **they** should contact the Union Steward or a Union

Representative. The Steward or Representative shall have up to fifteen (15) minutes, at a time mutually agreed between the Steward and the Employer, in order to acquaint new employees covered by this Agreement with information about general terms and conditions of employment under the Agreement and the Union's representation.

4:08 The dues list shall include the name and the classification of each employee. Addresses and name changes will be included whenever there is a change.

4:09 Employees are required to provide notice of change of name and address to the Employer within thirty (30) days of such a change.

Article 5 Hours of Work

5:01 Regular hours of work for all full-time employees will be:

(a) Seven and one-quarter (7¹/₄) hours per day; and

(b) Thirty six and one-quarter (36¹/₄) hours per week;

5:02 The normal hours of work for full-time and part-time employees shall be Monday to Friday between 8:00 a.m. to 5:00 p.m.

5:03 Notwithstanding Article 5:02, the Employer may establish different normal hours of work to respond to the operational or consumer needs of a program.

5:04 In the event the Employer establishes or modifies a program which requires operation outside of the normal hours of work on a regular and recurring basis, the Employer shall provide thirty (30) working days advance notice to the Union and consult with the Union in advance of assigning of work to employees should the Union request such consultation within five (5) working days after the notice was provided.

5:05 The Employer and the Union shall meet, upon request of the Union, to consult on the continued operational requirement to carry on a program and assign work outside of the normal hours of work.

5:06 The Employer shall provide the Union with information to identify the programs that operate outside the normal hours and the employee working in such programs. The scheduling and tracking of the hours of work for employees in such programs shall be done in accordance with Appendix “C”.

5:07 **Meal and Rest Periods:**

- (a) An employee working less than seven and one-quarter (7¹/₄) hours in a day shall receive one (1) fifteen (15) minute rest period with pay.
- (b) An employee working for seven and one-quarter (7¹/₄) hours in a day shall receive two (2) fifteen (15) minute rest periods with pay.
- (c) Subject to work requirements, employees shall take rest periods at the approximate mid-point between the beginning or ending of the shift and the meal period.
- (d) An employee working more than five (5) hours in a day shall receive a forty-five (45) minute meal period without pay.

5:08 When an employee initiates a request to exchange work for time off, or time off for work, such exchanges are considered to be the banking of regular time (not overtime) and are subject to the approval of the appropriate supervisor. Approval of these (regular hours/time for time) exchanges shall be confirmed in writing and shall not be unreasonably denied. Employees shall not be requested to initiate such exchanges or to bank regular time in substitution for overtime as defined in the Collective Agreement.

Article 6 General Holidays

6:01 The following days are recognized as general holidays for the purpose of this Agreement:

New Year’s Day
 Louis Riel Day
 Good Friday

August Civic Holiday
 Labour Day
 Thanksgiving Day

Easter Monday

Remembrance Day

Victoria Day

Christmas Day

Canada Day

Boxing Day

Any other general holiday proclaimed by Federal or Provincial Statute.

- 6:02** To be eligible for a general holiday an employee must satisfy the following requirements:
- (a) The employee must not have been absent from work on the general holiday without the consent of the Employer, if scheduled to work on the holiday, unless absent due to illness or injury.
 - (b) The employee must not have been absent from work on **their** last regular work day before and the first regular work day after the holiday without the consent of the Employer, unless absent due to illness or injury.
- 6:03** Eligible employees not working on the general holiday shall receive general holiday pay calculated at five percent (5%) of the employee's total regular wages for the four (4) week period immediately preceding the general holiday.
- 6:04** Eligible employees who are scheduled or required to work on a general holiday shall receive pay in accordance with Article 6:03 and shall be paid for all work performed on that day at one and one-half times (1½x) **their** regular rate.
- 6:05** Where a general holiday falls on a Saturday or Sunday, the holiday shall be observed on the working day immediately following the general holiday. Nothing in this Article shall prohibit the parties from altering the date of observance of any of the general holidays in this Article by agreement.
- 6:06** Where a general holiday falls during an eligible employee's vacation or a scheduled day off other than a Saturday or Sunday, the day shall not be deducted from the employee's vacation entitlement.
- 6:07** Subject to the same eligibility requirements set out in Article 6:02, employees scheduled for work that includes the afternoon of December 24 and

December 31, shall receive the afternoon off without loss of pay. Should either day fall on a Saturday or Sunday, the half day shall be taken on the working day prior to that day. In the event that the Employer requires that an employee work on the afternoon of December 24 or December 31, that employee shall take an alternate half day off at a time to be mutually agreed with the Employer.

- 6:08** An employee who observes religious holidays other than those provided for in Article 6:01 may substitute vacation time, compensatory time or leave without pay in order to take leave on such holidays. Such arrangements must be approved in writing by the employee's immediate supervisor at least ten (10) working days prior to the holiday.

Article 7 Vacation

- 7:01** An employee who completes a year of employment since **their** last date of hire shall be entitled to a vacation and vacation allowance as set out in this Article 7.
- 7:02** Employees shall earn annual vacation with pay while actively at work during any paid leave of absence, **or unpaid leave of absence of up to thirty (30) consecutive calendar days** at the regular rate of pay as set out in (a) to (d). Vacation with pay shall not accumulate during any time an employee is absent without leave or on any leave of absence without pay **beyond thirty (30) consecutive calendar days**, and any such time shall be deducted from the entitlements in (a) to (d).
- (a) During the first two (2) years of employment, four point one-eight (4.18) hours bi-weekly, to a maximum of one hundred eight and three-quarters (108³/₄) hours (fifteen [15] working days);
- (b) Commencing the calendar day after completion of two (2) years of employment, five point five-nine (5.59) hours bi-weekly, to a maximum of one hundred forty-five (145) hours (twenty [20] working days);

- (c) Commencing the calendar day after the completion of nine (9) years of employment, six point nine-seven (6.97) hours bi-weekly, to a maximum of one hundred eighty-one and one-quarter (181¼) hours (twenty five [25] working days); and
- (d) Commencing the calendar day after the completion of nineteen (19) years of employment, eight point thirty-seven (8.37) hours bi-weekly, to a maximum of two hundred seventeen and one-half (217½) hours (thirty [30] working days).

Long Service Vacation Bonus

In recognition of length of service, each full-time employee shall receive one (1) additional week of vacation (5 days) on completion of twenty-five (25) years of continuous service, and on each subsequent fifth (5th) (i.e. 30th, 35th, 40th, etc.) anniversary of employment. The additional five (5) days shall be granted in the vacation year in which the anniversary date falls and are not cumulative. Part-time employees shall be entitled to a pro-rata portion of this benefit.

- 7:03** Subject to Article 7:02, an employee wishing to take paid vacation prior to completion of any year of employment may take paid vacation up to the vacation entitlement accrued during that year.
- 7:04** Vacation entitlement must be taken within a year after completion of any year of employment. An employee may carry over up to thirty-six and one-quarter (36¼) hours (five [5] working days) of vacation entitlement to the next vacation year, subject to a maximum number of hours an employee may carry over of one hundred forty-five (145) hours (twenty [20] working days). The maximum hours of vacation carried over are in addition to the regular vacation entitlement earned by the employee during any vacation year.
- 7:05** Where operational requirements permit, accrued vacation leave may be taken in accordance with the preference of employees within a department, subject to the approval of the Employer. Employee vacation requests shall not be unreasonably denied. Where conflicts arise as to the scheduling of vacation,

all reasonable methods of resolving the dispute shall be undertaken. If no resolution can be found, seniority shall govern.

- 7:06** Where the Employer has been unable to schedule part or all of an employee's vacation within the vacation year and as a result finds it necessary to restrict the whole or part of the vacation leave of the employee, the Employer may authorize payment in lieu of vacation. Such pay shall not be subject to deduction of pension fund contributions. The employee may opt to carry over vacation entitlement pursuant to Article 7:04.
- 7:07** Vacation entitlement shall accumulate from the date of hire.
- 7:08** Upon termination of employment, employees shall be paid out for all accrued vacation entitlement, earned but not taken, at their rate of pay in effect at termination.
- 7:09** Effective upon ratification, each full-time or part-time employee employed as of the date of ratification will be credited with one (1) vacation day with pay within the 2016-2017 fiscal year only, to be scheduled and taken no later than the end of current fiscal year ending March 31, 2017. There is no pay out value to this additional vacation day upon termination of employment prior to the day off. The Employer may schedule the vacation day if the employee and Employer cannot reach mutual agreement on an appropriate day off. Approval of the vacation day request by the employee shall not be unreasonably denied.

Article 8 Overtime

- 8:01** Overtime shall mean all time worked in excess of the regular hours of work, daily or weekly, as set out in Article 5 which is pre-authorized, in writing, by the employee's supervisor.
- 8:02** (a) By mutual agreement between the Employer and the employee, authorized overtime may be compensated by granting time off with pay, or by payment at one and one-half times (1½x) the regular hourly rate. All time off with pay for authorized overtime shall be compensated by

equivalent time off calculated at one and one-half times (1½x) the regular hourly rate.

- (b) If the Employer and employee do not agree on the method of compensating authorized overtime, then the Employer may compensate the employee by providing compensatory time off with pay, by payment, or by a combination of the two (2), equivalent to the authorized overtime worked.

8:03 Hours paid out for a General Holiday, Vacation, Compassionate Leave or Income Protection, will be deemed hours worked for the purposes of this Article.

8:04 An employee, scheduled to work overtime hours, shall receive for the work a minimum compensation equivalent to three (3) hours at the overtime rate, provided that the period of overtime worked by the employee is not contiguous to their scheduled working hours. A meal break shall not be regarded as affecting contiguity.

8:05 The compensatory time shall be taken at a time mutually agreed by the Employer and employee. In the event that there is no mutual agreement, the Employer shall provide at least two (2) weeks' notice of date(s) upon which the compensatory time shall be taken.

8:06 **An employee required to work overtime for a period in excess of two (2) hours immediately following their regular shift shall be paid a meal allowance of eight dollars (\$8.00).**

Article 9 Union Business

9:01 Leave of absence to attend to Union business may be granted to employees under the following conditions:

- (a) Requests for leave shall be made in writing by the Union by providing the employee with a letter of request. The employee shall submit the letter to their Director or Manager as applicable, or designate for

approval. The Union will also provide a copy of the written request to the Human Resource Department.

- (b) Requests for leave shall be made with reasonable advance notice but not less than five (5) working days and shall be granted only where operational requirements permit. Where special or unusual circumstances prevent compliance with the five (5) working days' notice, the request shall be considered and shall not be unreasonably denied.
- (c) Where such leave of absence has been granted, the Union shall reimburse the Employer one hundred percent (100%) of the wages, and an additional fifteen percent (15%) regarding benefits in respect of such employees during the approved absence.

- 9:02**
- (a) For time spent with Employer representatives during negotiations, the Union will be allowed to have no more than three (3) employees present at each bargaining session.
 - (b) Prior to the commencement of negotiations, the Union shall supply the Employer with a list of employees on the negotiating committee. Dependent upon operational requirements, requested leave for such employees shall not be unreasonably denied.
 - (c) Where such leave of absence has been granted, the Union shall reimburse the Employer one hundred percent (100%) of the wages, and an additional fifteen (15%) regarding benefits in respect of such employees during the approved absence.

Article 10 Rights of Stewards

- 10:01** The Employer recognizes the Union's right to select Stewards to represent employees.
- 10:02** The Union shall determine the number of Stewards and the jurisdiction of each Steward having regard to the plan or organization, and the distribution of employees at the workplace.

- 10:03** 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.
- 10:04** Where practicable, Union business should be conducted outside of working hours. However, Stewards may be entitled to leave their work during working hours in order to carry out the investigation and processing of grievances, and attendance at disciplinary and grievance meetings with the Employer. Members of committees established under this Agreement may be entitled to leave their work during working hours in order to attend such committee meetings. Permission to leave work during normal working hours shall first be obtained from the Steward's or committee member's Director, or Manager as applicable, or designate. Such permission shall not be unreasonably denied. All time spent in performing such union duties during normal working hours shall be considered as time worked. Upon resuming duties, the Steward shall notify the Director.

Article 11 Resignations

- 11:01** An employee wishing to resign shall provide the Employer with a written notice of resignation which shall specify the last date upon which the employee will be present at work.
- 11:02** The effective date of resignation shall be the last day upon which an employee is present at work and performs regular duties.
- 11:03** Subject to Article 11:05 hereof, an employee shall give 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 weeks may only be given with the approval of the Employer.
- 11:04** An employee may withdraw a notice of resignation at any time before the resignation becomes effective, with the approval of the Employer.
- 11:05** For term employees, no notice of resignation is required except that where an employee intends to resign prior to the completion of the expected term of

employment, such employee shall give two (2) weeks' notice of resignation. The Employer may approve a shorter period of notice. Such approval shall not be unreasonably withheld.

Article 12 Leave of Absence

- 12:01** An employee, upon request, in writing being made to the Employer, may be granted a leave of absence with or without pay, at the Employer's discretion. An employee on a paid leave of absence may continue participation in pension, group life insurance plan, long term disability plan, health and welfare benefits plan and dental plan. An employee on an unpaid leave of absence may continue participation in such plans, excepting pension, if the employee tenders the entire premium cost for any such plan in advance of the coverage period by providing monthly post-dated cheques to the Employer. The Employer shall notify eligible employees in writing of their right to continue to participate in these plans.
- 12:02** An employee who is elected or selected for a full-time position with the Union or anybody with which the Union is affiliated shall be granted a leave of absence without pay and without loss of seniority for a period of up to one (1) year. The Employer may review and may renew such leave of absence annually thereafter. An employee resuming employment shall be reinstated in the employee's former position or comparable position within **Manitoba Possible** with no less wages or benefits. Not more than two (2) employees at one time and one (1) employee within any program may be absent on leave granted under this Article.
- 12:03** An employee who is elected to public office shall be granted a leave of absence without pay and without loss of seniority for a period of up to one (1) year. The Employer may review and may renew such leave of absence annually thereafter. An employee resuming **their** employment shall be reinstated in the employee's former position or comparable position with no less wages or benefits. Not more than two (2) employees at one time and one

(1) employee within any program may be absent on leave granted under this Article.

12:04 Education and Training

- (a) An employee who, with the approval of the Employer, attends a conference, workshop, or other education or training that is required for the employee to perform duties at a satisfactory level, shall be granted leave of absence with pay for this purpose, and any registration, tuition fees and required materials, shall be paid by the Employer.
- (b) If the Employer considers such education or training to be an asset to the employee's performance, but not required, then the Employer may approve leave with pay of up to five (5) days in a fiscal year and may contribute up to eighty percent (80%) of any registration, tuition, required materials.
- (c) **Where an employee is required to prepare presentations on behalf of the Employer for any conference, workshop or seminar, all preauthorized time spent by the employee on preparing such presentations shall be considered to be time worked.**

12:05 Upon giving two (2) weeks' prior written notice to the Employer, employees elected or appointed to represent the Union at Union schools, conferences, or conventions as official delegates shall be granted a leave of absence in order to attend such function, provided that such leave of absence does not interfere with the Employer's operations.

Such an employee shall receive **their** rate of pay and benefits as provided in the Agreement and the Union shall reimburse the Employer for all wages and cost of said benefits including the Employer's share of pension contributions paid by the Employer during the period of absence.

12:06 Return to Work

- (a) For leaves of absence of **twenty-four (24)** months or less (which includes the leave mentioned in the following Articles: Income Protection, Workers Compensation, leave for illness or injury covered by

long-term disability plans or any other approved leave of absence under this Agreement) the employee shall be placed in **their** former position or a similar position in the same classification, provided the position still exists and the employee has the ability and qualifications to perform the requirements of the position. In the event that the employee's position has been deleted, the provisions of Article 20 shall apply.

- (b) For leaves of absence in excess of **twenty-four (24)** months, unless the Employer has made a specific commitment, the employee is assured of only preferential consideration as to placement in a vacancy most similar to the position held prior to the leave of absence, provided the employee has the ability and qualifications to perform the requirements of the position, with or without reasonable accommodation, if applicable.

Seniority shall continue to accrue during paid leave of absence or unpaid leave of absence of up to thirty (30) calendar days. For an unpaid leave of absence that exceeds thirty (30) calendar days, seniority shall be retained but not accrue during the period of time that exceeds that thirty (30) calendar days. Eligibility during paid and unpaid leave for continuation of pension and group life insurance, long term disability, health and welfare, and dental plans is governed by Article 12:01.

- (c) An employee returning from a Maternity and/or Parental Leave shall be placed in the employee's former position or a similar position in the same classification at not less than the same rate of pay, unless the employee's position has been deleted, in which case the provisions of Article 20 shall apply.
- (d) Should an employee provide a letter from a doctor, Workers Compensation Board or the administrator of the Long Term Disability plan, indicating that the employee cannot carry out the full requirements of **their** position (permanently or temporarily) the Employer shall attempt reasonable accommodation in accordance with The Human Rights Code. The Employer may require that the employee provide

further detailed medical information with respect to the employee's condition, prognosis and/or work limitations.

(e) **Return to Work**

All employees returning to work under this Article shall be offered a Return to Work meeting with the Employer and the Union prior to any return into the Workplace to discuss any issue that may need to be addressed prior to the return date. Any applicable third party involved, such as WCB for example, shall also be invited to attend the meeting.

Article 13 Maternity Leave

Plan A

13:01 In order to qualify for maternity leave, a pregnant employee must:

- (a) Have completed six (6) **consecutive** months of employment 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 employing authority with a certificate of a physician, specifying the estimated date of her delivery.

13:02 An employee who qualifies is entitled to and shall be granted maternity leave without pay consisting of:

- (a) A period not exceeding seventeen (17) weeks if delivery occurs on or before the date of delivery specified in the physician's certificate; or
- (b) A period of seventeen (17) weeks plus an additional period equal to the period between the date of delivery specified in the physician's certificate and the actual date of delivery, if delivery occurs after the date mentioned in the certificate;

13:03 An employee who has been granted maternity leave shall be permitted to apply up to a maximum of **five (5)** days of her accumulated income protection against the Employment Insurance waiting period. **An employee who has been granted maternity leave will also be permitted to apply up to an additional five (5) days of her accumulated sick leave:**

- (a) In the week immediately following the discontinuation of payments of Employment Insurance Maternity benefits if the employee does not receive Employment Insurance Parental benefits; or**
- (b) In the week immediately following the discontinuation of payments of Employment Insurance Parental benefits, if the employee receives Employment Insurance Parental benefits immediately following the discontinuation of Employment Insurance Maternity benefits.**

Plan B

13:04 In order to qualify for Plan B a pregnant employee must:

- (a) Have completed six (6) consecutive months of employment with the Employer;
- (b) Submit to the Employer an application in writing, for leave under Plan B at least four (4) weeks before the day specified by her in the application as the day on which she intends to commence such leave;
- (c) Provide the Employer with a certificate of a duly qualified medical practitioner certifying that she is pregnant and specifying the estimated date of her delivery;
- (d) Provide the Employer with proof that she has applied for and been granted Employment Insurance benefits.

13:05 An applicant for maternity leave under Plan B must sign an agreement with the Employer providing that:

- (a) She will return to work and remain in the employ of the Employer for at least six (6) months following her return to work, except that where an employee is the successful applicant for a part-time position which commences on the date of her return from Maternity Leave or at any time during the six (6) months following her return from Maternity Leave, she must remain in the employ of the Employer, and work the working hours she would have otherwise worked in the higher Staff Year Equivalent position during the six (6) month period; and
- (b) She will return to work on the date of the expiry of her maternity leave and where applicable, her parental leave, unless this date is modified by the Employer;
- (c) Should she fail to return to work as provided under (b) above, she is indebted to the Employer for the full amount of pay received from the Employer as a maternity allowance during her entire period of maternity leave; or
- (d) Should she fail to return to work for the entire period required under (a) above, she is indebted to the Employer for the maternity allowance top-up pro-rated according to the percentage of the time under (a) that she returned to work.

13:06 An employee who qualified is entitled to a maternity leave consisting of:

- (a) A period not exceeding seventeen (17) weeks if delivery occurs on or before the date of delivery specified in the certificate mentioned in Article 13:04(c).
- (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 13:04(c) and the actual date of delivery, if delivery occurs after the date mentioned in that certificate;
- (c) The Employer shall vary the length of maternity leave upon proper certification by the attending physician.

13:07 During the period of maternity leave, an employee who qualifies is entitled to a maternity leave allowance with the SUB Plan as follows:

- (a) For the **first (1) week** an employee shall receive ninety-three percent (93%) of her weekly rate of pay;

If an employee does not proceed on Employment Insurance Parental benefits immediately following the exhaustion of Employment Insurance Maternity benefits, the employee shall receive ninety-three percent (93%) of her weekly rate of pay in the week following the week Employment Insurance Maternity benefits cease.

- (b) For up to a maximum of fifteen (15) additional weeks, payments equivalent to the difference between the EI benefits the employee is eligible to receive and ninety-three percent (93%) of the weekly rate of pay;
- (c) It is understood that the amount of the payment made by the Employer under (a) and (b) above shall not, when combined with the EI benefit, and any other earnings received by the employee, exceed ninety-three percent (93%) of the employee's normal weekly earnings.
- (d) All other time as may be provided under Article 13:06 shall be on a leave without pay basis.

13:08 Plan B does not apply to term employees or employees who normally are subject to seasonal layoff.

13:09 Section 57 and Sections 60(1) through 60(4) inclusive of The Employment Standards Code respecting maternity leave shall apply "mutatis mutandis".

13:10 A leave of absence under Plan B shall be considered to be an unpaid leave of absence. Income protection credits and vacation entitlement shall not accrue.

Article 14 Parental Leave

- 14:01** In order to qualify for parental leave, an employee must:
- (a) Be the natural mother of a child; or
 - (b) Be the natural father of a child or he must assume actual care and custody of his newborn child; or
 - (c) Adopt a child under the law of a province;
 - (d) Have completed six (6) continuous months of employment with the Employer; and
 - (e) Submit to the Employer an application in writing for parental leave four (4) weeks before the day specified in the application as the day on which the employee intends to commence the leave.
- 14:02** An employee who qualifies for parental leave is entitled to parental leave without pay for a continuous period of up to thirty-seven (37) weeks, subject to a maximum combination of Maternity and Parental leave of fifty-two (52) weeks.
- 14:03** Parental leave must commence no later than the first anniversary date of the birth or adoption of the child or the date on which the child comes into the actual care and custody of the employee.
- 14:04** Where an employee takes parental leave in addition to maternity leave, the employee shall take them in one continuous period, without a return to work, unless otherwise approved by the Employer.
- 14:05** Parental Leave may be split between two (2) parents, but in no case shall the total period of Parental Leave exceed **sixty-three (63)** weeks in relation to any one (1) child.
- 14:06** (a) If an employee wishes to resume employment after parental leave pursuant to this Article, the Employer shall reinstate the employee to the position occupied when the leave began, or a comparable position within

the bargaining unit with not less than the wages and benefits earned immediately before the leave began.

- (b) An employee may request that the Employer extend the parental leave granted under this Article, in writing, at least four (4) weeks prior to the end of the parental leave. In the event that the Employer grants an extended parental leave, the employee shall have the same right of reinstatement set out in Article 14:06(a), unless a different arrangement is mutually agreed by the Employer and employee.

Article 15 Income Protection

15:01 Employees in the categories specified in Article 15:02 below shall receive payment at the regular rate of pay during absence from work due to illness or injury sustained by **them**, to the extent that **they have** accumulated income protection credits, subject to the following conditions.

15:02 Full-time employees shall accumulate income protection credits from the date of hire on a bi-weekly basis at the rates set out below:

- (a) Four point one-eight (4.18) hours (one point two-five [1.25] days per month) in the first two (2) years of continuous employment;
- (b) Five point five-nine (5.59) hours (one point six-six [1.66] days per month) in the third to ninth year inclusive of continuous employment to a maximum of 1,138.25 hours (one hundred fifty-seven [157] days) when added to credits accumulated under (a) above;
- (c) Six point nine-seven (6.97) hours (two point zero-eight-three [2.083] days per month) in the tenth year to the nineteenth year inclusive of continuous employment to a maximum of 1,761.75 hours (two hundred forty-three [243] days) when added to credits accumulated under (a) and (b) above;
- (d) Eight point three-seven (8.37) hours (two point five [2.5] days per month) in the twentieth year of continuous employment to a maximum

of 2,051.75 hours (two hundred eighty-three [283] days) when added to credits accumulated under (a), (b) and (c) above;

- (e) Part-time employees shall accumulate income protection credits from the date of hire on a pro rata basis, in accordance with Article 42.

15:03 Where an employee is absent because of illness, the employee shall notify by telephone their immediate supervisor or appropriately delegated person of their absence due to illness prior to the employee's regular hours of work unless it is not reasonably possible. An employee not notifying as indicated above shall be considered absent without leave unless an explanation satisfactory to the Employer is provided.

15:04 The Employer reserves the right to require a medical examination and/or medical certificate report as proof of the employee's fitness to return to work or to determine the approximate length of illness. The Employer will not require a certificate for three (3) consecutive scheduled work days for that employee, or less except in cases where the pattern of absence or circumstances surrounding the absence would cause the Employer to question the validity of the claim. Failure to provide such a certificate when requested will disqualify an employee from income protection benefits. An employee who is required to provide a certificate will be made aware of such requirement prior to the employee's return to duty. The Employer will cover any costs over twenty dollars (\$20.00) associated with medical notes or reports that it requires.

15:05 Income protection shall continue to accumulate if an employee is absent on any period of paid leave of absence, including income protection.

15:06 **Income protection will continue to accrue during a paid leave of absence, or an unpaid leave of absence up to thirty (30) calendar days. For unpaid leaves of absence that exceed thirty (30) calendar days, income protection credits shall be retained but not accrue for the period of time that exceeds that thirty (30) calendar days.**

15:07 Should all income protection credits be exhausted, an employee may use for bona fide income protection purposes any accrued vacation, compensatory or overtime available.

15:08 **Manitoba Public Insurance (MPI)**

- (a) Where an employee is unable to work because of injuries sustained in a motor vehicle accident the employee must advise **their** immediate supervisor as soon as possible and must submit a claim for benefits to Manitoba Public Insurance. The employee shall be entitled to receive full income protection benefits for any period of time deemed to be a “waiting period” by MPI.
- (b) Subject to (a), where an employee has applied for MPI benefits and where a loss of normal salary would result while awaiting the MPI decision, the employee may submit an application to the Employer requesting an advance, paid from available income protection credits in accordance with the income protection provisions of this Agreement, subject to the following conditions:
 - (i) Advance payment(s) shall not exceed the employee’s regular rate of pay, less the employee’s usual income tax deductions, Canada Pension Plan contributions, and EI contributions; and
 - (ii) The advance(s) will cover the period of time from the date of injury in the motor vehicle accident until the date the final MPI decision is rendered. In no case shall the total amount of the advance exceed seventy percent (70%) of the value of the employee’s accumulated income protection credits.
- (c) The employee shall reimburse the Employer by assigning sufficient MPI payments to be paid directly to the Employer to offset the total amount of the advance or by repayment to the Employer immediately upon receipt of payment made by MPI directly to the employee.

- (d) In the event that MPI disallows the claim, including any appeal, the employee shall be paid for the absence in accordance with the income protection provisions of this Agreement.
- (e) Upon request, the Employer will provide a statement to the employee indicating the amount of advance payment(s) made and repayment(s) received by the Employer.

15:09 Disability Insurance Claims

If a claim for long term disability benefits is approved retroactively, and income protection credits were paid to the employee during the period of retroactivity, the employee shall remit the monies to the Employer and the corresponding Income Protection Credits will be reinstated.

15:10 For situations where reasonable accommodation becomes an issue, a return to work plan will be developed for the employee. In such cases, an employee may be requested to see a specific physician and/or other medical professional in order that this professional participate in the return to work plan. Costs generated by these requests will be covered by the Employer.

15:11 Time off for medical, dental, physiotherapy, and chiropractic examinations or treatments, including any other health practitioner listed in the benefits plan, including reasonable travel time shall be granted to an employee, subject to operational requirements, and such time off shall be charged against the employee's accumulated income protection credits. However, where available, such appointments shall be scheduled outside of the employee's working hours.

15:12 Where an employee on vacation becomes **seriously ill for a period of not less than three (3) days confirmed in writing by a relevant medical practitioner who saw the employee during the illness** and provided the employee notifies the Employer as soon as reasonably practicable, such employee shall be allowed to use accumulated income protection credits for the period of **serious illness**.

- 15:13** If a general holiday, for which the employee is eligible, falls on a day on which an employee is receiving income protection benefits, such a day shall be paid in accordance with the general holiday provisions of this Agreement, and not be deducted from the employee's income protection credits.
- 15:14** Subject to Articles 15:05 and 42:03(d), sick leave without pay shall be granted to an employee who does not qualify for income protection, or who is unable to return to work at the termination of the period for which sick leave with pay is granted.
- 15:15** **It is understood that the elimination period for Long Term Disability Plan is one hundred and nineteen (119) calendar days. An employee shall be permitted to use their income protection bank beyond the one hundred and nineteen (119) day elimination period until depleted if the current LTD plan denies the employee's application for benefits.**

Article 16 Paternity Leave

- 16:01** A male employee shall be granted one (1) day's leave with pay to attend to needs directly related to the birth of his child. At the employee's option, such leave shall be granted on the day of, or the day following the birth of his child, or the day of his spouse's admission to, or discharge from the hospital or such other day as may be mutually agreed.

Article 17 Workers Compensation

- 17:01** When an employee is unable to work and is in receipt of Workers Compensation allowance as a result of an injury incurred in the course of their duties, the employee may elect to be paid an additional amount which, when combined with the compensation allowance, shall ensure the maintenance of gross salary. Such additional amount shall be chargeable to the employee's income protection credits accrued at the time the employee commenced receipt of Workers Compensation allowances, and such additional payments shall be payable until the employee's accrued income protection credits have been exhausted.

- 17:02** Where an employee is absent due to injuries or disabilities for which compensation is paid under the Workers Compensation Act, vacation leave and income protection shall accumulate for one (1) year from the date of the absence, after which time it will be considered an unpaid leave of absence in accordance with Article 12:01.
- 17:03** 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.
- 17:04** 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.

Article 18 Vacancies, Promotions and Transfers

- 18:01** (a) “Promotion” means a change of employment to a classification in a group with a higher maximum salary within the scope of this Agreement.
- (b) “Transfer” means a change of employment to a classification in the same group or to a classification in a group with a lower maximum salary within the scope of this Agreement.
- 18:02** A full-time, part-time vacancies, and term vacancies of at least three (3) months duration which fall within the scope of this Agreement shall be posted on Employer Intranet for five (5) working days. Such postings shall state the classification, required qualifications and whether it is full-time, part-time or term including the duration for any term, and if the term is subject to Article 1:01(k), the posting shall specify. Notwithstanding the intranet posting, these postings shall continue to be placed on the applicable bulletin board at Wheelchair Services. A copy of each posting shall be provided to the local Union President and Staff Representative.

- 18:03** A vacancy may be advertised externally to allow for applications from outside of the bargaining unit, which may be advertised concurrently with an internal posting.
- 18:04** When the Employer decides that a vacancy has been created and it decides to fill the vacancy, it shall make its best efforts to fill the vacancy within two (2) months of the decision to fill the vacancy, but it shall use reasonable efforts to fill such vacancies within thirty (30) days of its decision to fill the vacancy. The timelines in this Article are subject to the Employer being able to identify an applicant with the requisite skill, ability and qualifications for the position.
- 18:05** Greater skill, ability and qualifications of an employee shall be the governing factors in the filling of all vacancies, promotions and transfers, unless the skills, ability and qualifications are relatively equal among candidates, in which case seniority shall be the deciding factor.
- 18:06** (a) Upon promotion, an employee shall receive a salary applicable to the new classification, which shall be not less than the first level in the new salary range that is greater than the employee's existing salary.
- (b) Upon transfer to a classification within the same group, an employee's salary shall remain at the same level within the classification.
- (c) Upon transfer to a classification in a group with a lower maximum salary, an employee shall receive a salary applicable to the new classification, at a level in the new salary range that is the closest to the employee's existing salary.
- 18:07** An employee's anniversary date of employment shall not be changed as a result of a promotion or transfer.
- 18:08** All promotions and transfer resulting from a competition under this Article are subject to a three (3) month trial period. During the trial period, if the employee proves to be unsatisfactory in the new position, or if the employee wishes to revert voluntarily, **they** shall be returned to the former classification without loss of seniority.

- 18:09** Employees who are unsuccessful applicants for a vacant position shall be notified in writing. Such an employee shall be supplied with the reasons for non-acceptance within ten (10) working days of making a written request to the Program Director or Program Manager of Wheelchair Services, as applicable. Such a request shall be made no later than ten (10) working days from the receipt of the notification of being the unsuccessful applicant.
- 18:10** A full-time or part-time employee, other than a term employee, who accepts a term position within the bargaining unit will be returned to **their** former position at the completion of the term position unless such former position has been deleted. An employee not returned to the former position shall be returned to the former occupational classification and employment status. Full-time and part-time employees who accept a term position shall retain their applicable full-time or part-time employment status while working in the term position. For an employee who accepts a term position outside of the bargaining unit, the provisions of this Article 18:10 shall also apply. During such an excluded term position all rights under the Agreement shall continue to accrue as if the employee remained employed in the bargaining unit throughout the duration of the term position, except for seniority which shall be retained but not accrue.
- 18:11** An employee or term employee may, at the discretion of the Employer, be promoted to another position during the probationary period.
- 18:12** An employee who, through advancing years or disability, is unable to perform the regular duties of **their** position, shall be entitled to reasonable accommodation in accordance with The Manitoba Human Rights Code.
- 18:13** Employees shall not be appointed outside the bargaining unit without their written consent. An employee shall have the right to return, and the Employer shall have the right to return the employee, to a position in the bargaining unit during a trial period, which shall be a maximum of ninety (90) calendar days. An employee who returns to the bargaining unit shall be placed in **their** former position.

Article 19 Classifications and Reclassifications

- 19:01** In the event that the Employer establishes or proposes to establish a new **position in the bargaining unit**, or if **Employer revises the job description of a position in the bargaining unit**, the Union shall receive a copy of the job description and accompanying salary range.
- 19:02** Unless the Union objects in writing within thirty (30) calendar days following such notification, the classification and salary range shall become established and form part of Schedule “A” of this Agreement.
- 19:03** If the Union files written objection, as per Article 19:02, then the parties hereto shall commence negotiations forthwith and attempt to reach agreement as to an appropriate salary range.
- 19:04** Failing agreement, the matter may be referred to arbitration in accordance with Article 25.
- 19:05**
- (a) Where an employee at any time believes that **their** position is incorrectly classified, the employee may apply, in writing, with supporting documentation, to their Director to be reclassified to a different classification.
 - (b) The Director shall reply in writing, within ten (10) working days from the date the request from the employee was received by the Director.
 - (c) If the reply from the Director is not satisfactory, the employee may grieve commencing at Step 2 of the Grievance Procedure; within fifteen (15) working days from the date the reply was received from the immediate supervisor.
 - (d) **When the Employer revises a job description, it will provide the revised version to the Union as soon as possible after the revision has been approved by the Employer for implementation. The Employer will meet with any affected employees to go over the revisions.**

Article 20 Layoff and Recall

- 20:01** “Layoff” means the temporary or permanent removal from a position of employment due to lack of work, funding, economical or operational changes.
- 20:02**
- (a) In the event that the Employer decides that it will be necessary to layoff one (1) or more employees, the parties agree to meet as far in advance as possible to explore options to minimize the effect of the layoff.
 - (b) Accordingly, all pending/or vacant positions shall be identified and all laid off employees and/or employees identified by the Employer to be laid off (“affected employees”), will be given an opportunity to express their preference for the available positions. Providing the employee meets the abilities, skill and qualifications for the position, the Employer shall re-deploy affected employees by order of seniority in accordance with their expressed preference. Should a preferred position not be available then, by order of seniority, employees may select a position from the remaining vacancies, provided the employee has the required qualifications for the job.
 - (c) Term positions filled by term employees may be considered in accordance with the process as outlined above. Should an affected employee be redeployed into a term position **they** will maintain **their** permanent status.
 - (d) All affected employees accepting term and/or lower ranged positions shall have the opportunity to be re-deployed into the first available comparable position within their pay range provided they meet the abilities, skill and qualifications required of the position.
 - (e) If, following the process set out in Article 20:02(a), (b), (c) & (d), a mutually agreeable accommodation in a vacancy or a term position is not achieved, then the procedure for layoff set out in Articles 21:04 and 20:05 shall apply.

- (f) The above are not intended to preclude the exploration of other options. Further, the exploration of options in no way diminishes the employee's rights as outlined in this Article.

20:03 In the event of a layoff, employees shall receive notice, pay in lieu of notice or a combination of them as follows:

- (a) Two (2) weeks' notice or pay in lieu of such notice for employees with less than two (2) year of seniority; and
- (b) Four (4) weeks' notice for employees with two (2) or more years of seniority.

20:04 An employee who is to be laid off may displace the most junior employee in the employee's current classification subject to the following:

- (a) The employee must have the skill, ability and qualifications to perform the duties which the remaining employees will be required to perform subject to a period of four (4) weeks orientation and familiarization.
- (b) If the employee cannot displace the most junior employee under Subsection (a), the employee may then elect to displace the next most junior employee in the classification.
- (c) The process will continue in this manner until the employee is able to displace an employee in the class or there are no displacement opportunities.
- (d) The employee may only decline a displacement opportunity under Article 20:02(a) or (b) if the position is in a location which would require a change of residence of the employee. In such a case, the process in Article 20:02(a) or (b) would continue to the next most junior employee.
- (e) The employee who is displaced by reason of another employee's exercise of rights in this Article, may also exercise rights in accordance with the process in this Article.

- 20:05** An employee who is to be laid off and who has no displacement option within the employee's classification as a result of Article 20:02 may displace the most junior employee in another classification which has the same or lower maximum rate of pay, subject to the following:
- (a) The employee must have the skill, ability and qualifications and ability required of the position, subject to a period of four (4) weeks orientation and familiarization.
 - (b) The displacement process in that class will follow the provisions of Article 20:02.
- 20:06** In the event of a layoff, the Employer shall establish a recall list, in order of seniority, and shall supply a copy to the Union each time a change is made.
- 20:07** Eligible employees shall be recalled to work in order of seniority provided they have the ability, skills and qualifications to perform the required work, subject to a period of four (4) weeks orientation and familiarization. An employee shall be notified of recall by registered mail or by personal service and shall provide for ten (10) calendar days' notice to report to work. If sent by registered mail, the notice of recall shall be deemed to be received by the employee five (5) calendar days after the notification is mailed. The employees affected shall contact the Employer by telephone not later than three (3) calendar days before the date on which they are due to return to work.
- 20:08** An employee who has been laid off may exercise seniority rights as set out in this Article, or may choose to be laid off. To be eligible for recall, employees must file their names and current address with the Employer within ten (10) working days of receiving the notice of layoff and it shall be the responsibility of the employee to keep the Employer informed in writing of the employee's current address. An employee who does not file **their** name for recall within ten (10) working days of receiving notice of layoff shall be deemed to have chosen to be laid off and waived any seniority rights under this Agreement,

unless the employee was unable to file for recall due to circumstances beyond **their** control.

- 20:09** The duration of the seniority rights for recall shall be calculated as follows:
- (a) Employees on continuous layoff for a period of eighteen (18) months shall, at the end of that period, be considered permanently laid off and their names shall be removed from the recall list.
 - (b) An employee who is placed in a term position to avoid a layoff will begin the layoff and the calculation of the eighteen (18) months in Article 20:09(a) after the end of the term, unless the employee becomes employed in another position without time spent on the recall list.
 - (c) Should an employee be recalled to a term position, the time spent in the term position shall be considered as time spent on the re-call list. Such an employee shall be entitled to remain on the recall list for eighteen (18) months. Such an employee shall remain eligible for an opportunity for recall to a regular full-time or part-time position during the time spent in a term position.
- 20:10** An employee who declines recall, without good and sufficient reason, to a position comparable to that held prior to layoff shall be considered to have been permanently laid off and will be removed from the recall list. Comparable in this case refers to a position involving similar duties and responsibilities and requiring similar qualifications, but does not necessarily mean a position with the same duties, responsibilities, qualifications and salary range or shift schedule. However, an employee may decline a recall opportunity, without loss of any future recall opportunity, if the position is in a location that would require a change of residence of the employee.
- 20:11** A “laid off” employee who declines recall for a position that is not within .2 EFT of the position held at the time of layoff will not be considered to have refused a position and will maintain status on the recall list.

- 20:12** Should an employee on recall accept a “term” position and should a regular position requiring to be filled become available, the employee will be offered the regular position in accordance with seniority and subject to the employee having the ability and qualifications and is willing and available to perform the required work.
- 20:13** The employee on a leave of absence who is laid off or whose position is deleted shall be contacted by telephone and by registered mail. The employee will not be required to return to the position until the expiry of the employee’s leave of absence.
- 20:14** New employees shall not be hired until employees on the recall list have been considered for and/or offered an opportunity for recall.
- 20:15** Should the employer decide to increase or decrease the staff year equivalent of an existing position, the following procedures shall apply:
- (a) The incumbent employee in the affected position shall be offered the position and that employee shall have five (5) business days to accept.
 - (b) Should the employee fail to accept the position according to (a) then the Employer will post the position. An incumbent who is offered the position, but fails to accept will not be eligible to apply for the posting.
 - (c) If the incumbent employee fails to accept the position offered according to (a) then the provisions of Article 20 shall apply to that employee.
 - (d) Prior to there being any decrease or increase in Staff Year Equivalent, the Employer shall advise the Union and consult prior to implementation.

Article 21 Probationary Period

- 21:01** Any employee who is hired by the Employer shall be on probation for an initial period of nine hundred forty-five (945) hours. The probationary period may be extended for a period of four hundred seventy (470) hours.

- 21:02** A probationary employee shall be entitled to all applicable rights and benefits of this Agreement, subject to Article 21:04. Upon completion of the probationary period or any extension, seniority shall be effective from the last date of hire.
- 21:03** An employee shall be notified in writing of any extension of the probation period at least seventy-two and one-half (72½) hours prior to the expiry of the probation period. Notification shall include the rationale for the extension and specify a meeting date to discuss the extension. The employee may attend such a meeting with a Union representative.
- 21:04** In the event that the Employer terminates the employment of a probationary employee, the employee may grieve the termination at Step 2 of the grievance procedure within ten (10) working days from the date that employment was terminated. The Chief Operating Officer or designate shall hold a meeting to discuss the grievance with the employee and a Union representative. The decision of the Chief Operating Officer or designate at this stage shall be final and binding and shall not be referred to arbitration.

Article 22 Employee Assistance Program

- 22:01** The Employer and the Union recognize that many conditions and circumstances can affect work performance, which include emotional, behavioural, psychological, psychiatric, chemical dependency problems, as well as financial, legal or family problems. Employees with these, or related problems will have access to an EAP program arranged and paid for by the Employer. The Employer may change the EAP service provider, subject to the requirement that the EAP are substantially similar in the aggregate.
- 22:02** The job security and/or future employment opportunities with the Employer will not be jeopardized by utilizing this service.

Article 23 Disciplinary Action

- 23:01** An employee shall only be disciplined for just cause.

- 23:02** The Employer shall hold a meeting with the employee to gather any information concerning the alleged incident prior to making a determination with regard to disciplinary action. The employee shall have a union representative present.
- 23:03** Where disciplinary action has been taken, resulting in a report to be placed on the employee's file, 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 to acknowledge its receipt and that it has been read and shall be provided a copy.
- 23:04** 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.
- 23:05** A Shop Steward/Union Representative shall be present at all instances of disciplinary action, excepting an oral reprimand, in which case the employee may opt to have a steward or union representative present. The employee shall be advised prior to the oral reprimand of this option.

Article 24 Grievance Procedure

- 24:01** "Grievance" - a grievance shall mean a complaint in writing concerning the interpretation, application, administration or alleged violation of this Agreement.
- "Grievor" - a grievor is the Union or individual who initiates a grievance.
- "Days" - day or days do not include Saturdays, Sundays or statutory holidays.
- 24:02** The parties to this Agreement recognize the desirability for resolution of grievances through an orderly process.
- 24:03** (a) It is mutually agreed that an effort shall be made to resolve complaints through discussion.

- (b) The employee shall have the right to have a Union Steward or Union Representative present at all discussions.

24:04 When a grievance cannot be presented in person at any Step, it may be transmitted by mail or courier.

24:05 (a) Either party may initiate a policy grievance. Such grievances initiated by the Union shall be made to the Chief Operating Officer or designate and such grievances initiated by the Employer shall be made to the President of the Union, or designate and in either case shall be within fifteen (15) days from the date the Union becomes aware of the action giving rise to the grievance. Such grievances shall be submitted at Step 2.

- (b) Where either party fails to resolve a grievance under Article 24:05(a), either party may refer the grievance to the Arbitration Step of the Grievance Procedure.

24:06 If an employee or the Union fails to initiate or process a grievance or refer a grievance to the next Step within the prescribed time limits, the grievance will be deemed to be abandoned and all rights of recourse to the Grievance Procedure for that particular grievance shall be at an end. If the Employer fails to reply to a grievance within the prescribed time limits, the employee or the Union may process the grievance to the next Step. Either party may request an extension of the time limits provided such extension is requested prior to the expiry of the time allowed. An extension, if requested, shall not be unreasonably withheld.

24:07 Whenever possible, the grievance shall be presented on an Official Grievance Form. The written description of the nature of the grievance and redress requested shall be sufficiently clear and if the grievance relates to an Article in the Agreement, such article shall be stated in the grievance. A grievance initiated by an individual employee must be signed by the employee. Except for failure to meet the time limits, a grievance shall not be invalid if it is not written on the Official Grievance Form or for failure to quote the Article in

dispute. The grievance may be clarified at any Step provided its substance is not changed.

24:08 An employee has the right to representation by a Union Steward and/or Union Representative at any Step of the Grievance Procedure.

Step 1

Within fifteen (15) days following the date on which the employee first became aware of the action or circumstances giving rise to the grievance, the employee and/or a representative shall present the signed grievance in writing to the Director or designate stating the redress requested. The parties shall meet within five (5) days of receipt of the grievance to attempt to resolve the issue. A decision will be provided in writing to the grievor within a further five (5) days of receipt of the grievance.

Step 2

If the grievance is not satisfactorily resolved at Step 1, the employee shall have the right to refer the grievance to the Chief Operating Officer or designate within ten (10) working days of the receipt of the written decision from Step 1. The Chief Operating Officer or designate shall hold a meeting within ten (10) working days of receiving the grievance at Step 2 to discuss the grievance with the grievor and the Steward and/or Union Representative before giving a decision on the grievance. The Chief Operating Officer or designate shall issue a decision in writing to the employee and the Union within ten (10) working days from the meeting at Step 2.

Step 3

- (a) Where the decision of the Chief Operating Officer or designate at Step 2 does not satisfactorily resolve the grievance, it may be submitted to arbitration in accordance with the procedure as set forth in Article 25. The approval of the Union must be obtained before any policy grievance or individual grievance is submitted to arbitration.

(b) Where the decision of the President of the Union or designate is not satisfactory to resolve the grievance, it may be submitted to arbitration in accordance with the procedure set forth in Article 25.

24:09 Any of the time limits as stated in this Article may be extended by mutual agreement.

24:10 The grievance may be clarified at any Step providing its substance is not changed.

24:11 Should any person designated under this Article be named within the grievance, such grievance shall be filed at the next Step of the grievance procedure.

Article 25 Arbitration

25:01 (a) Either of the parties may, within fifteen (15) working days from the receipt of the decision at Step 2 of the grievance procedure, notify the other party in writing of the referral of the matter to Arbitration.

(b) The party initiating the arbitration proceedings shall indicate in the notice of referral to arbitration whether it wishes to request arbitration by a single arbitrator or by a three (3) member board in the notice referred to in Article 25:01(a).

(i) Where the party receiving the notice of referral to arbitration accepts a request that a single arbitrator hear the grievance, the parties shall attempt to agree upon an arbitrator. If the parties cannot agree upon an arbitrator within fifteen (15) working days of the receipt of the referral to arbitration, the parties shall follow the procedure for appointing a board of arbitration in this Article.

(ii) Should an arbitrator be unable or unwilling to accept appointment, then the parties shall contact the next arbitrator on the list. An arbitrator who accepts appointment as arbitrator or who is

unwilling or unable to accept shall be rotated to the bottom of the list.

- (iii) Where the party who receives the notice rejects the request for a single arbitrator, the party initiating the arbitration proceedings may submit the name of its appointee to the board in accordance with Article 25:01(c) within ten (10) working days.
 - (iv) Where the parties have agreed to appoint a single arbitrator, the single arbitrator shall be considered to be an Arbitration Board for purposes of this Article.
- (c) Where the party initiating the arbitration proceedings wishes to request arbitration by a three (3) person board, the notice referring the grievance to arbitration shall contain the first party's appointee to the Arbitration Board. The following procedure will then apply:
- (i) The party who receives the notice shall, within fifteen (15) working days of receiving the notice, notify the other party in writing of the name of its nominee to the Arbitration Board.
 - (ii) The nominees appointed by the parties shall, within ten (10) working days of the appointment of the second of them, appoint a third member of the Arbitration Board who shall be the Chairperson.
 - (iii) Where the two (2) nominees fail to agree on the appointment of a Chairperson, the Chair of the board shall be appointed in accordance with the procedure for appointment of a single arbitrator in this Article.
- (d) The Chairperson shall submit a report on the findings and the decision of the Board following the completion of the hearing to the representatives of the parties who conducted the arbitration.

- (e) The decision of the majority shall be the decision of the Arbitration Board, but if there is no majority, the decision of the Chairperson shall be the decision of the Board.

25:02 The party initiating the arbitration proceeding shall provide a written notice of referral to arbitration to a single arbitrator on the list designated by the parties, following the order of arbitrators on the list, concurrently providing a copy of the notice of the other party. In the event that an arbitrator is unwilling or unable to accept the referral, the referral shall be sent to the next arbitrator on the list and the offer of appointment is deemed to be concluded. In the event that the arbitrator does not proceed to hearing for any reason after referral and appointment of an arbitrator, including withdrawal, abandonment or settlement, the arbitrator's appointment is concluded and any subsequent referral to arbitration shall be made to the next arbitrator on the list.

The list of arbitrators consists of:

1. Keith LaBossiere
2. Diane Jones
3. Blair Graham
4. Kristin Gibson

25:03 The **Arbitrator** shall not have the power to add to, subtract or modify or alter in any way the provisions of the Agreement.

25:04 The **Arbitrator** shall expressly confine the decision to the precise issue submitted to Arbitration and shall have no authority to make a decision and/or recommendation on any other issue not so submitted to the **Arbitrator**.

25:05 Either party is entitled to call witnesses or other persons to give testimony and if employees of the Employer are called by the Employer

they will be allowed leave with pay and if employees in the bargaining unit of the Employer are called by the Union they will be allowed leave with pay and the Union will reimburse the Employer for one hundred percent (100%) of the wages paid to such employees for the period of absence.

- 25:06** The **Arbitrator** shall hear and determine the grievance and shall issue a decision, which decision shall be final and binding and enforceable upon the parties, and upon any employee affected by it.
- 25:07** Any of the time limits referred to above may be extended by mutual agreement of the parties.
- 25:08** Unless the parties agree otherwise, it is understood that Arbitration hearings shall not be public hearings.
- 25:09** **The fees and expenses of the Arbitrator will be shared equally by the parties.**

Article 26 Job Descriptions

- 26:01** The Employer shall provide a copy of all job descriptions and classifications to the Union.

Article 27 Bulletin Boards

- 27:01** The Employer agrees to allow the Union space on a bulletin board at each of 825 Sherbrook, **SSCY**, Wheelchair Services and Brandon locations for the purpose of posting information relating to union business.
- 27:02** Other locations shall each have a binder for information relating to Union business, which shall be accessible to bargaining unit employees.

Article 28 Contracting Out

- 28:01** The Employer shall not contract out bargaining unit work resulting in the reduction of hours or layoff of employees.

Article 29 Court Leave

- 29:01** An employee who is summoned for jury duty, or who receives a summons or subpoena to appear as a witness at a court proceeding other than a court proceeding occasioned by the employee's private affairs, shall be granted a leave of absence with pay for the required period of absence and all jury or witness fees received except reimbursement for out of pocket expenses received by the employee shall be remitted to the Employer.
- 29:02** **An employee required to attend a court proceeding as a party to that proceeding occasioned by the employees' private affairs shall receive a leave of absence without pay for the required absence.**

Article 30 Labour Management Committee

- 30:01** The parties agree to establish a Labour Management Committee to address matters of mutual concern that may arise.
- 30:02** The Labour Management Committee shall consist of equal representation from the Employer and bargaining unit employees, with the total number of Committee members not to exceed six (6) members (two [2] employer, two [2] employees, one [1] MGEU Staff Representative, and one [1] Human Resources Representative of the Employer), unless otherwise mutually agreed.
- 30:03** The Labour Management Committee shall not have formal jurisdiction over wages or any matter related to collective bargaining, including administration of the Collective Agreement. The Committee may make recommendations to the Union and/or to the Employer. The Committee shall not have the power to bind the Employer or the Union, or supersede the activities of any committee of the Union or its members or the Employer regarding any decision or conclusion or recommendation arising from the Committee's discussions.

- 30:04** The Labour Management Committee shall meet no less than quarterly. Subject to mutual agreement, the Committee may schedule additional meetings.

Article 31 Acting Status Pay

- 31:01** Where the Employer directs an employee to temporarily take over the principle duties and responsibilities of a position with a higher rate of pay, and provided the employee takes over and continues to perform those duties for ten (10) or more consecutive working days, the employee shall be paid at the rate of pay for that position which is the next highest to **their** current rate of pay, effective from the date of taking over the duties and responsibilities. The employee shall return to **their** current rate of pay upon notification by the Employer that such duties have ceased, or, if the employee was assigned for a specified period, at the end of that period.

Notwithstanding the general application of Article 31:01, In-house Technicians assigned or scheduled for a full shift performing Field Technician duties shall receive the Field Technician rate of pay for all hours worked, at the equivalent step on the wage scale.

- 31:02** When an employee is temporarily assigned, in accordance with the terms of this Agreement, to a position paying a lower rate, the employee's rate shall not be reduced.

Article 32 Discrimination, Harassment and Sexual Harassment

- 32:01** For the purposes of this Article, the term "harassment" shall be defined in accordance with The Human Rights Code of Manitoba and the Workplace Safety and Health Regulation of The Workplace Safety and Health Act. The Employer and the Union agree that no form of harassment shall be condoned in the workplace and it is further agreed that both parties will work together to recognize and deal with these problems when they arise.

- 32:02** The Employer shall maintain and administer a policy with respect to harassment in the workplace that includes the following:
- (a) A work environment free of harassment;
 - (b) Informing all employees of this policy, including their rights and responsibilities; and
 - (c) A procedure for receiving and investigating complaints of harassment based on the principles of confidentiality and natural justice.
- 32:03** The parties agree that there shall be no discrimination against an employee's membership or non-membership in the Union or in matters covered by this Collective Agreement on the basis of any applicable characteristic set out in The Human Rights Code of Manitoba, which characteristics are listed below for information:
- (a) Ancestry, including colour and perceived race;
 - (b) Nationality or national origin;
 - (c) Ethnic background or origin;
 - (d) Religion or creed, or religious belief, religious association or religious activity;
 - (e) Age;
 - (f) Sex, including pregnancy, the possibility of pregnancy, or circumstances related to pregnancy;
 - (g) Gender-determined characteristics or circumstances other than those listed in clause (f);
 - (h) Sexual orientation;
 - (i) Marital or family status;
 - (j) Source of income;

- (k) Political belief, political association or political activity;
- (l) Physical or mental disability or related characteristics or circumstances, including reliance on a dog guide or other animal assistant, a wheelchair or any other remedial appliance or device.

32:04 A grievance may be filed with respect to the Employer's administration of its policy.

32:05 Where the alleged harasser is the person who is the person who would normally deal with the first step of such grievances, the grievance will automatically be sent forward to the next step.

Article 33 Termination of Employment

33:01 Subject to Article 33:03, the Employer shall give each employee who is to be terminated written notice of termination at least two (2) weeks before the date on which the termination is to be effective, and to the extent that such minimum notice is not given the employee shall receive pay in lieu thereof.

33:02 Term employees who are terminated prior to the end of the term shall receive notice in accordance with Article 33:01.

33:03 Article 33:01 does not apply to an employee whose employment is terminated pursuant to Article 42:04.

Article 34 Standby

34:01 Employees who currently have standby responsibilities shall be paid in accordance with the rates in Appendix "B" to this Agreement.

34:02 Where the Employer identifies positions or classifications that it requires to take on standby duties, the Employer shall notify the Union immediately and the Union shall receive a copy of the terms and conditions of the standby duties and standby pay.

- 34:03** Unless the Union objects in writing within thirty (30) calendar days following such notification, the standby duties and pay shall become established and form part of this Agreement.
- 34:04** If the Union files a written objection, as per Article 34:02, then the parties shall commence negotiations forthwith and attempt to reach agreement as to an appropriate terms and conditions and pay for standby duties.
- 34:05** Failing agreement, the matter may be referred to arbitration in accordance with Article 25.

Article 35 Call Out

- 35:01** An employee, if called out for overtime work, shall receive for the work a minimum payment equivalent to three (3) hours at the applicable overtime rate providing that period of overtime worked by the employee is not contiguous to their scheduled working hours. A meal break shall not be regarded as affecting contiguity.

Article 36 Strikes and Lockouts/Picket Lines

- 36:01** It is agreed that neither the Union nor the Employer shall sanction or consent to any strike or lockout during the term of this Agreement.
- 36:02** All employees shall have the right to refuse to do the work of striking or locked out employees.
- 36:03** (a) No employee shall be required to cross a picket line with respect to a legal strike or lockout regarding another bargaining unit at a location other than the employee's normal office location. If there is a picket line at an employee's normal office location regarding another bargaining unit, the employee shall attend the normal office location and carry out regular duties.
- (b) Where a picket line affects the duties of an employee, the parties shall make every reasonable effort to find alternate arrangements for

completion of the affected employee's duties without disruption to service.

- (c) No employee shall be required to carry out the bargaining unit work of an employee on legal strike or lockout.

Article 37 Workplace Safety and Health Committee

- 37:01** The Employer agrees to comply with The Workplace Safety and Health Act and applicable regulations.
- 37:02** The Employer and the Union recognize the importance of maintaining a Workplace Health and Safety Committee at the applicable locations of the Employer, to enhance the ability of employees and management to resolve health and safety concerns. The Employer and the Union may have equal representation. However at no time will the Employer representation exceed that of the Union. All meetings shall be held during regular working hours. The Committee shall meet no less than quarterly.
- 37:03** Employees elected **or appointed** by the Union shall participate in the Committee in place **in respect of the Employer's workplaces with a Committee, with the current delegates as follows:**
- (a) 825 Sherbrook – 3 delegates;**
 - (b) Wheelchair Services – 1 delegate;**
 - (c) Rural, North of 53 – 1 delegate on the 825 Sherbrook Committee;**
 - (d) Rural, South of 53 – 1 delegate on the 825 Sherbrook Committee;**
and
 - (e) Specialized Services for Children and Youth – 1 delegate.**
- 37:04** With respect to the Committee in place for 825 Sherbrook Street, the Union may elect **five (5)** delegates on the Committee, **two (2)** of whom may represent employees of rural locations. An employee representing rural locations will be able to participate in Committee meetings via teleconference.

Article 38 Technological Change

- 38:01** The Employer and the Union recognize that technological change can offer significant improvements in the quality and quantity of services to consumers.
- 38:02** For purposes of this agreement, technological change means a combination of all three (3) of:
- (a) The introduction of equipment or material into the Employer's operations of a different nature and kind than that previously used in the Employer's operations; and
 - (b) A change in the manner in which work is carried on that is directly related to the introduction of that equipment or material; and
 - (c) Is likely to affect the security of employment of regular employees in the bargaining unit.
- 38:03** The Employer agrees that it will endeavour to introduce technological change in a manner which, as much as is practicable, will minimize the disruptive effects on services to the employees and consumers.
- 38:04** Where the Employer intends to introduce technological change, the following procedure will be followed:
- (a) The Employer will provide the Union with ninety (90) calendar days' notice prior to the date the change is to be effective;
 - (b) During this period, the parties will meet to discuss the steps to be taken to assist the employees who could be affected;
 - (c) Where retraining is to be provided, it shall be provided during the employees' normal working hours where possible; and
 - (d) At the request of either party, a technological change implementation committee will be established. The Committee will consist of two (2) worker representatives selected by the Union and two (2) management representatives. The role of the Committee will be to facilitate the

implementation of the technological change in a manner consistent with this Article.

38:05 The notice mentioned in Article 38:04 shall include the following:

- (a) The nature of the change;
- (b) The date on which the Employer proposes to effect the change;
- (c) The approximate number, classification(s) and location of employees likely to be affected by the change; and
- (d) The effects the change may be expected to have on the employee(s) working conditions and terms of employment.

38:06 The provisions of this Article are intended to assist employees affected by technological change and Sections 83, 84 and 85 of The Labour Relations Act do not apply during the term of this Agreement.

Article 39 Automobile and General Expenses

39:01 The Employer agrees that employees should be reimbursed for mileage and other travel expenses incurred on behalf of the Employer, and for sums spent while on Employer business which are over and above those which an employee would normally have spent. All items for reimbursement shall be contained in, and shall be made in accordance with Appendix "A".

Article 40 Personnel Files

40:01 Only one (1) personnel file shall be kept and all records relating to an employee's record shall be retained on that file.

40:02 An employee shall have the right, subject to operational requirements and upon reasonable notice to the Employer, to have access to and review **their** personnel file with supervision designated by the Employer or by mutual agreement.

- 40:03** Any disagreement as to the accuracy of information contained in the file may be subject to the grievance procedure and the eventual resolution thereof shall become part of the employee's file.
- 40:04** No documents from the employee's file may be introduced as evidence in support of discipline against the employee in any hearing of which the employee was not aware of at the time of filing.
- 40:05** An employee shall have the right to reasonable access to make copies of any material contained in **their** personnel file without charge.

Article 41 Part-time Employees

41:01 Definitions

- (a) "Part-time employee" - means an employee who is scheduled to work less than thirty six and one-quarter (36 $\frac{1}{4}$) hours per week on a regular and recurring basis.
- (b) "Accumulated service" - means an employee's regular paid hours worked in a classification under the terms and conditions of this Collective Agreement.
- (c) "Benefits" refer to the terms and conditions of employment calculated in this Article 41, but do not include matters covered in Article 53.

41:02 General Principles

- (a) Unless specifically modified by this Article or other provisions of this Collective Agreement, all Articles of this Collective Agreement apply to part-time employees.
- (b) Where a benefit is to be pro-rated for a part-time employee, it will be calculated so that if two (2) part-time employees were sharing a full-time position, the total cost to the Employer of that benefit is not greater than the cost of having the position filled by one (1) full-time employee.
- (c) Benefits for part-time employees shall be a pro-rated share of the same level of benefits as for full-time employees.

- (d) Part-time employees shall accumulate benefits on a pro-rata basis, in accordance with this formula:

$$\frac{\text{Hours Paid at Regular Rate of Pay}}{\text{Full-Time Hours}} \times \text{Entitlement of a Full-Time Employee}$$

- (e) A part-time employee begins to accumulate eligibility for benefits upon date of hire.

41:03 (a) General Holidays

- (i) A part-time employee's eligibility for general holidays with pay shall be determined in accordance with Article 6.
- (ii) Where an employee is eligible for a general holiday that falls on a normal work day for that employee, the employee shall receive the general holiday day off, and shall also receive general holiday pay equivalent to five percent (5%) of the previous 28 days worked.
- (iii) Subject to Article 6:06, where an employee is eligible for a general holiday that falls on a day that is not a normal work day for the employee, the employee shall have the option to receive general holiday pay payment or equivalent time off calculated in accordance with Article 6:03. Such time off shall be taken in accordance with Article 8:05.

(b) Vacation

A part-time employee's eligibility for vacation pay shall be determined in accordance with Article 7:02 calculated by multiplying the full-time bi-weekly accumulation by the staff year equivalent.

(c) Income Protection

A part-time employee's eligibility for income protection shall be determined in accordance with Article 15, calculated by multiplying the full-time bi-weekly accumulation by the staff year equivalent.

- (d) Conversion from full-time to part-time employees who change from full-time to part-time status shall retain all accumulated benefits. Effective the start date of becoming a part-time employee, all provisions for part-time employees shall then apply. On return to full-time status, all accumulated benefits will be retained and full-time provisions will apply from the date of the change.

41:04 Probationary Employees

- (a) Any part-time employee who is hired by the Employer shall be on probation for an initial period of nine hundred forty-five (945) hours or one (1) calendar year from date of hire, whichever period is shorter. The probationary period may be extended for a period of four hundred seventy (470) hours or six (6) months, whichever period is shorter.
- (b) An employee shall be notified in writing of any extension of the probation period at least seventy two and one-half (72½) hours prior to the expiry of the probation period. Notification shall include the rationale for the extension and specify a meeting date to discuss the extension. The employee may attend such a meeting with a Union representative.
- (c) The provisions of Article 21 shall govern all other rights of part-time probationary employees under this Agreement.

Article 42 Seniority

- 42:01** For purposes of this Agreement, “Seniority” means the total length of service with the Employer by a regular part-time or full-time employee calculated since **their** last date of hire on the basis of all hours for which an employee has received regular pay. One (1) year of accumulated service for an employee equals 1,885 hours, based on seven and one-quarter (7¼) hours per day.
- 42:02** Notwithstanding Article 42:01, seniority shall continue to accumulate if the employee is absent from work because of:

- (a) Accident or illness, including time off while receiving Workers Compensation Benefits up to a maximum of one (1) year;
- (b) Leave of absence with regular pay;
- (c) Approved unpaid leave of absence of up to thirty (30) working days in one (1) fiscal year;
- (d) Maternity, parental leave and any compassionate care leave under The Employment Standards Code;
- (e) Election to Union office up to a maximum of one (1) year;
- (f) Any sick leave without pay necessary to satisfy the elimination period of the Long Term Disability Plan; or
- (g) Approved educational leave to a maximum of one (1) year.

42:03 An employee shall retain but not accrue seniority if the employee is absent from work because of:

- (a) A leave of absence without pay in excess of thirty (30) working days;
- (b) Promotion or appointment to a position outside of the bargaining unit, but has not completed any trial period;
- (c) Layoff for less than eighteen (18) months;
- (d) Accident or illness, including time off while receiving Workers Compensation Benefits, in excess of twelve (12) months;

42:04 Seniority and employment will terminate if an employee:

- (a) Resigns;
- (b) Is discharged and not reinstated under the grievance procedure;
- (c) Is laid off for more than eighteen (18) months;

- (d) Fails to report for duty within ten (10) calendar days after receiving notification of recall from layoff by registered mail or personal service, which shall be extended to fourteen (14) calendar days if the employee notifies the Employer within three (3) calendar days of receipt that **they are** required to provided notice to another Employer;
- (e) Fails to report for work within three (3) consecutive scheduled work days following the end of a leave of absence, vacation, or suspension unless for good and sufficient reasons;
- (f) Is absent without leave for three (3) consecutive scheduled work days unless for good and sufficient reasons; or
- (g) Retires.

42:05 The Employer will prepare a current seniority list once per annum, including all members of the bargaining unit, their classification, date of hire, employment status, along with their hours worked. A copy of the list will be posted on or about April 1 of each year, on bulletin boards used for Union business under this Agreement. The Union and/or an employee will have forty-five (45) calendar days from the posting in which to bring any alleged error to the attention of the Employer. In the event that an employee is absent on approved leave during the entire forty-five (45) calendar day period from the posting, then the Union and/or such an employee shall have seven (7) calendar days from the date of returning to work to notify the Employer of an alleged error.

Article 43 Payment of Wages and Step Increases

43:01 Employees shall be paid in bi-weekly periods (every two [2] weeks) in accordance with their placement on the salary scale for their classification.

43:02 On each pay day each employee shall be provided with an itemized statement of wages and deductions.

- 43:03** At the time of hire, new employees shall be advised in writing of their classification, place on the salary scale and shall receive a copy of job description for their position.
- 43:04** The calculation of hours worked in this Article shall include all regular hours actually worked by an employee, and shall also include paid income protection leave, vacation with pay, general holiday with pay, and any other leave paid by the Employer.
- 43:05** An employee who is not at the maximum step of the pay scale in **their** classification is eligible to be moved forward one (1) step on the salary scale, if the employee has completed 1,885 hours worked or completed two (2) years' of employment, whichever arises sooner. The hours worked or years of employment for the purpose of this Article shall be calculated from the most recent event among the following:
- (a) Date of hire;
 - (b) Date eligible for the previous step increase; or
 - (c) Reclassification to a classification with a higher salary scale,
- All of which is subject to an assessment by the Employer that the employee's performance is satisfactory.
- 43:06** Where an employee is reclassified to a classification with a higher salary scale, the employee shall be placed at the first step on the salary scale of the new classification that provides percentage increase in salary of not less than the percentage difference between steps in the previous classification.
- 43:07** An employee whose work performance is not considered to be satisfactory during the period under review shall be advised prior to the date of a step increase.
- 43:08** If a step increase is withheld, a further review will be made within three (3) months after the employee became eligible for the step increase. If the work performance is considered satisfactory at the time of this further review, the

step increase shall be effective three (3) months after eligibility for the step increase or upon a satisfactory review, whichever is sooner.

- 43:09** Should an employee not be granted a step increase in recognition of satisfactory work performance, the employee shall have the right to resort to the grievance procedure.
- 43:10** The effective date for an employee's step increase shall be the first day of the bi-weekly pay period which includes the date upon which the employee became eligible for a step increase.
- 43:11** The Wage Scale shall be attached to and form part of this Collective Agreement.
- 43:12** Employees shall be entitled to a Long Service Step of two percent (2%), subject to meeting all of the following criteria:
- (i) The employee has twenty (20) or more years of service since last date of hire;
 - (ii) The employee has been at the maximum step of the employee's current classification for a minimum of twelve (12) consecutive months; and
 - (iii) Eligibility for the Long Service Step is subject to Article 43, Payment of Wages and Step Increases.

Article 44 Shift Premium

- 44:01** A shift premium of one dollar (\$1.00) per hour will apply to evening and night shift work scheduled by the Employer for the full period of the shift, provided that the majority of the hours actually worked are between the hours of 6:00 p.m. and 6:00 a.m. An employee's work may attract an overtime rate and shift premium, if the employee's hours of work qualify under both this Article and Article 8.
- 44:02** The shift premium shall not be calculated as part of an employee's pay for regular pay, but shall be paid as a flat amount in addition to the rate that the

employee is paid for the work actually performed. Therefore, the shift premium shall not be included in the calculation of overtime payments, pension plan, group life insurance plan, income protection, vacation pay or any other employee benefits or other remuneration.

Article 45 Use of Privately Owned Vehicles

45:01 An employee who is required to use their own vehicle for the business of the Employer shall be responsible for arranging and paying insurance coverage for this purpose as may be required by MPI and such insurance shall include a minimum of one million dollars (\$1,000,000.00) public liability and property damage. Such an employee may be required to furnish satisfactory proof to the Employer that such insurance has been obtained.

In the event that the Employer requires an increased amount of public liability and property damage insurance for such an employee, the Employer shall reimburse the cost difference between the current one million dollars (\$1,000,000.00) coverage and any increased coverage.

45:02 All employees who are authorized to use their own vehicles shall be reimbursed for mileage traveled on Employer business, at the rates set out in Appendix "A" of this Agreement.

45:03 In the event that damage occurs to the vehicle of an employee who is authorized to use **their** own vehicle for work purposes, the Employer shall reimburse the employee's deductible to a maximum of two hundred dollars (\$200.00) when all of the following circumstances are applicable:

- (a) Such damage occurs during the course of performance of the employee's authorized duties;
- (b) MPI has not assessed greater than fifty percent (50%) fault to the employee for any such damage; and
- (c) The damage to the vehicle arises from circumstances under which MPI does not cover the deductible.

In the event the MPI refunds an employee's deductible after the Employer has reimbursed the employee, then the Employee shall remit such payment to the Employer.

Article 46 Civil Liability

- 46:01** If an action or proceeding is brought against any employee covered by this Agreement for an alleged tort committed by **them** while acting within the scope of **their** duties, provided such actions do not constitute gross negligence or disregard of duty, or do not constitute fraud or a malicious act or omission, then:
- (a) The employee, upon being served with any legal process, or upon receipt of any action or proceeding as referred to above, being commenced against **them** shall immediately advise the Chief Operating Officer of any such notification or legal process.
 - (b) The Employer shall pay any damages or costs and all legal fees up to the maximum allowed per incident by the Employer's insurance, awarded against any such employee in any such action or proceedings, subject to the Insurer's approval, if necessary.
 - (c) The Employer shall pay any sum required to be paid by such employee in connection with the settlement of any claim made against such employee if such settlement is approved by the Chief Operating Officer and by the Insurer, if necessary, before it is finalized.
 - (d) Upon the employee notifying the Chief Operating Officer in accordance with paragraph (a) above, the Employer shall forthwith notify the Insurer and arrange for referral of the matter to counsel approved by the Insurer, if necessary. The employee shall cooperate fully with appointed counsel. Should counsel not be acceptable to the employee, or if the employee fails to cooperate fully with counsel, the Employer shall not be responsible for payment of legal fees, damages, costs or settlement amounts.

Article 47 Safety Footwear

- 47:01** Where the Employer designates a position to be required to wear safety footwear during the course of the regular duties of the position, the employee will be eligible for an allowance once per fiscal year to contribute to the cost of purchasing the safety footwear.
- 47:02** The allowance per fiscal year shall be one hundred and twenty-five dollars (\$125.00), to be paid on the following conditions:
- (a) The safety footwear purchased must be approved by the Canadian Standards Association;
 - (b) Satisfactory proof of purchase must be provided to the Employer by the employee; and
 - (c) The employee must have purchased safety footwear specifically for employment with the agency.

Article 48 Work at Home

- 48:01** Work at home arrangements shall be subject to mutual agreement between the Employer and employee and may be terminated by either party with thirty (30) days' notice.
- 48:02** Should the Employer require an employee to work at home, the Employer shall supply the necessary equipment and supplies to employees working at home and shall be responsible for the insurance and maintenance costs of such equipment.
- 48:03** The Employer shall provide the employee with appropriate access to the Employer's computer network.
- 48:04** Working at home shall not affect the employment status of any employee.
- 48:05** All provisions of the Agreement apply to work at home arrangements except as otherwise agreed by the parties to the Collective Agreement.

48:06 Work at home arrangements refer to work performed at an employee's home during regular work hours. The provisions of this Article refer to long term arrangements only.

Article 49 Domestic Violence Leave

49:01 An employee who is a victim of domestic violence and has been employed for at least ninety (90) days is entitled to both the following domestic violence leaves in each fifty-two (52) week period:

- (a) Leave of up to ten (10) days, which the employee may choose to take intermittently or in one continuous period;
- (b) Leave of up to seventeen (17) weeks to be taken in one continuous period.

49:02 An employee may take a domestic violence leave only for one or more of the following purposes:

- (a) To seek medical attention for the employee or the employee's child in the respect of a physical or psychological injury or disability caused by the domestic violence.
- (b) To obtain services from a victim services organization;
- (c) To obtain psychological or other professional counseling;
- (d) To relocate temporarily or permanently;
- (e) To seek legal or law enforcement assistance, including preparing for or participating in any civil or criminal legal proceeding related to or resulting from the domestic violence;
- (f) Any other prescribed purpose.

49:03 Subject to Article 49:04, leave taken under this Article is unpaid leave.

49:04 An employee shall be granted up to five (5) days of leave in a fifty-two (52) week period as paid leave, provided that when giving notice under

Article 49:06 the employee notifies the Employer which days, if any, are to be paid leave.

49:05 The amount an Employer must pay an employee for a paid day of leave under this article must not be less than:

- (a) The wage the employee would have been paid had the employee worked his or her regular hours of work on the day of leave; or
- (b) Five percent (5%) of the employee's total wages, excluding overtime for the four (4) week period immediately preceding the day of leave if:
 - (i) The number of hours worked by the employee in a normal workday varies from day to day; or
 - (ii) The employee's wages for regular hours of work varies from day to day.

49:06 Leave for Part Day

If an employee takes any part of a day as leave under this Article, the Employer may count that day as a day of leave for the purpose of this Article.

49:07 Employee to Give Notice to Employer

An employee who wishes to take leave under this Article must give the Employer as much notice as is reasonable and practicable in the circumstances.

49:08 Ending Leave Early

Unless the employee and the Employer agree otherwise, an employee may end a leave under Article 49:01 earlier than the expiry of seventeen (17) weeks by giving the Employer written notice at least two (2) weeks before the day they wish to end the leave.

49:09 Employee must Provide Verification for Paid Leave

An employee who takes a paid leave under this Article must provide the Employer with reasonable verification of the necessity for the leave that meets the requirements, if any, specified by regulation.

49:10 Employer May Require Verification for Unpaid Leave

An Employer may require an employee who takes an unpaid leave under this Article to provide the Employer with reasonable verification of the necessity of the leave that meets the requirements, if any, specified by regulation.

Article 50 Bereavement Leave

- 50:01** (a) An employee shall be allowed to take up to five (5) **consecutive or non-consecutive** days off, without loss of pay, in the event of the death of a spouse, child, step-child, child adopted according to a recognized cultural practice or ward of the employee, parent, former legal guardian, sibling, grandparent, grandchild, live-in partner or fiancé and shall receive pay at **their** regular rate for each scheduled day of work missed within those five (5) days.

Other requests for Bereavement Leave shall be considered on a case-by-case basis under Article 12:01.

- (b) An employee shall be allowed to take up to two (2) days off, without loss of pay, in the event of the death of a mother-in-law, father-in-law, brother-in-law, sister-in-law, son-in-law and daughter-in-law step-mother, step-father, niece or nephew.
- (c) An employee shall be allowed to take up to one (1) day off, without loss of pay in the event of the death of an aunt or uncle.
- (d) An employee shall be entitled to unpaid bereavement leave pursuant to The Employment Standards Code. Leave with pay under this Article shall be inclusive of the unpaid leave pursuant to the Code. Therefore, where duration of the unpaid bereavement leave pursuant to the Code is

greater than the duration of the paid bereavement leave in this Article, an employee is entitled to take the unpaid leave days, less any paid leave days taken. If the paid leave in this Article does not apply to a family member that is covered by leave pursuant to the Code, then the employee is entitled to take unpaid leave pursuant to the Code.

- 50:02** Provided that an employee has not received bereavement leave for a death in Article 50:01, an employee shall be allowed to take up to one (1) day off to attend a funeral as a pall bearer and shall receive pay at **their** regular rate for the day of work.
- 50:03** Additional bereavement leave of up to two (2) days to attend the funeral of a family member specified in Article 50:01 above shall be granted where such a funeral is more than two hundred fifty (250) kilometres from the employee's home.
- 50:04** Leave under Article 50:01 may be taken only in the period which extends from the date of death up to and including the day following the funeral. However, one (1) of the leave days may be reserved and taken at a later date for attendance at a cremation or burial, if that date is beyond the days leave granted in this Article. Additional bereavement leave, with or without pay, may be granted at the discretion of the Employer.

Article 51 Family Leave

- 51:01 (a)** **During an illness or significant life crisis of a family member, an employee may take a leave of absence in order to be the primary care giver for that family member, or to provide care to a family member who is hospitalized or in a care facility. If the employee has sufficient income protection credits accrued at the time of such leave is taken, it shall be paid from, and charged to the employee's income protection credits. This leave is inclusive of any Compassionate Care Leave pursuant to the Collective Agreement if applicable or any other applicable leave of absence pursuant to *The Employment Standards Code*. For the purposes of**

this leave, “family member” shall have the same definition as *The Employment Standards Code*.

- (b) An employee shall be entitled to unpaid family leave pursuant to The Employment Standards Code. Leave with pay under this Article shall be inclusive of the unpaid leave pursuant to the Code. Therefore, where duration of the family leave pursuant to the Code is greater than the duration of the family leave in this Article, then an employee is entitled to take the unpaid leave days less any leave days taken under this Article. If the family leave in this Article does not apply to a family member that is covered by leave pursuant to the Code, then the employee is entitled to take unpaid leave pursuant to the Code.

51:02 Any leave of absence under this Article shall be separate from any compassionate care leave an employee may take under The Employment Standards Code.

Article 52 Criminal Liability

52:01 If an employee is charged with a criminal offence arising out of an alleged action or omission while acting within the scope of **their** duties, provided such actions do not constitute gross negligence or disregard of duty, or do not constitute fraud or a malicious act or omission, then the Chief Operating Officer shall review such incident(s) on an individual basis to consider the appropriateness of assisting the employee based on the circumstances. The decision whether to provide assistance, and the manner of any such assistance shall be at the discretion of the Chief Operating Officer.

Article 53 Pension Plan and Benefits

53:01 The Employer shall arrange for a pension plan, group life insurance plan, long-term disability plan, health and welfare benefits and dental plan for its employees. Employees shall be eligible and/or required to join these plans in accordance with the terms and conditions of each plan.

53:02 Benefit Plan Advisory Committee

Two (2) employee representatives elected by the local Union shall participate in the Benefit Plan Advisory Committee in accordance with the terms of reference of that Committee. The Committee shall have full access to all pertinent information concerning the benefit plan.

53:03 Pension Committee

Pursuant to The Pension Benefits Act and any applicable Regulation, two (2) employee representatives (one voting and one non-voting) appointed by the local Union shall participate in the Pension Committee in accordance with the terms of reference of that Committee. Union participation rights shall be altered in accordance with any amendments to The Pension Benefits Act and any applicable Regulation.

53:04 The Employer shall provide the Union with a copy of all employee health and welfare benefit master plan text and amendments. In addition, the Employer shall provide the Union with a copy of the annual report for all employee health and welfare benefits plans and the triennial actuarial valuation for the pension plan.

53:05 A Union Representative will be invited to attend and participate in any general staff meetings called by the Employer regarding pension or benefit information.

Article 54 Compassionate Care Leave

54:01 Subject to the provisions of The Employment Standards Code, an employee who has been employed for at least **ninety (90) calendar** days is entitled to compassionate care leave without pay of up to **twenty-eight (28)** weeks to provide care or support to a seriously ill family member.

54:02 The provisions of The Employment Standards Code and any amendments shall apply to all terms and conditions of this leave, including duration, eligible family members and rights upon return to work.

54:03 An employee who has been granted compassionate care leave shall, upon commencement of such leave, be granted up to ten (10) working days of income protection credits, to bridge the employee through the waiting period for Employment Insurance benefits for compassionate care leave. The income protection leave shall be granted as long as the Federal government agency administering Employment Insurance benefits allows the income protection credits to bridge to the waiting period.

Article 55 Medical Fitness

55:01 The Employer may require in writing an employee to undergo a physical examination, and/or psychiatric examination, and/or psychological assessment by a duly qualified medical, psychiatric, or psychological practitioner acceptable to the Employer.

55:02 The medical, psychiatric, or psychological practitioner conducting the examination shall complete such forms or provide such information as permitted under The Personal Health Information Act as required by the Employer, relating to issues including the employee's medical condition, fitness or ability to work, and any limitation of work duties due to a medical condition.

55:03 The cost of any examination under this Article will be paid for by the Employer.

55:04 The Employer is generally to utilize this Article in circumstances including reasonable belief of patterned absences; withholding of medical or attendance information; erratic/unsafe conduct; safety concerns re: employee or employees with whom affected employee works.

Article 56 Inclement Weather

56:01 An employee who is scheduled but unable to attend work due to weather conditions that result in a travel advisory issued by Manitoba Infrastructure and Transport, road closure, or a vehicle breakdown in the course of work, or

other reasons beyond the employee's control which are satisfactory in the Employer's discretion, shall suffer no loss of pay for hours normally scheduled to work. This is on condition that the employee shall notify the applicable supervisor immediately, and attempt to use the scheduled time for other work related activities or such duties as may be reasonably assigned by the supervisor.

Article 57 Duration

- 57:01** This Agreement shall become effective from April 1, **2019** and shall continue in effect up to and including March 31, **2023**. The retroactive effect of this Agreement is limited to the payment of wages pursuant to the Wage Scale. Unless otherwise specified, all other terms and conditions under this Agreement will apply from the date of ratification. During the period required to negotiate a renewal or revision and renewal of this Agreement, the provisions of this Agreement shall remain in full force and effect, unless terminated by legal strike or lockout.
- 57:02** Not more than ninety (90) days and not less than thirty (30) days preceding the expiry date of this Agreement, either party to this Agreement may by written notice serve to inform the other party of its intention to enter into collective bargaining for a renewal or a revision and renewal of the Collective Agreement or the conclusion of a new Collective Agreement.
- 57:03** Where a party to this Agreement has given notice under Article 57:02 above to the other party of this Agreement, the parties within thirty (30) calendar days of receipt of the proposals for a renewal, or a revision and renewal of the Collective Agreement, or for the conclusion of a new Collective Agreement shall meet and make every reasonable effort to conclude a renewal or revision and renewal of the Collective Agreement or a new Collective Agreement.


Article 58 Performance Appraisals

- 58:01** When performance improvement appraisals are conducted, the following guidelines shall apply:
- (a)** Performance improvement appraisals shall be in writing and the contents shall be discussed with the employee;
 - (b)** The employee shall sign the performance improvement appraisal for the sole purpose of indicating that they are aware of its contents;
 - (c)** The employee shall have the right to add comments to be attached thereto;
 - (d)** The employee shall be given a copy of the performance improvement appraisal;
 - (e)** Performance improvement appraisals shall only be conducted by out of scope management.
- 58:02** If the employee regards the performance improvement appraisal to be inaccurate, unfair or unreasonable, they may also initiate a grievance regarding the contents and/or accuracy of the performance improvement appraisal. The grievance timelines in Article 24 (Grievance Procedure) apply from the date that the performance improvement appraisal is provided to the employee.

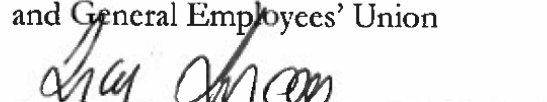
IN WITNESS WHEREOF: A representative of **Manitoba Possible** has hereunto set their hand for, and on behalf of **Manitoba Possible**; and a Staff Representative of Manitoba Government and General Employees' Union, has hereunto set their hand for, and on behalf of, Manitoba Government and General Employees' Union.

Signed this 30th day of June, 2021.

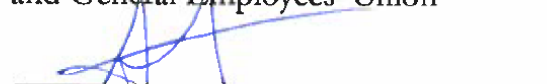

On behalf of Manitoba Possible


On behalf of Manitoba Government and General Employees' Union


On behalf of Manitoba Possible


On behalf of Manitoba Government and General Employees' Union


On behalf of Manitoba Possible


On behalf of Manitoba Government and General Employees' Union

Appendix "A" - Travel and Expense Reimbursement

AA:01 Meals shall be reimbursed up to the following maximum amounts, after submission of receipts for all requested reimbursement, as follows:

Effective April 1, 2013:

	<u>Breakfast</u>	<u>Lunch</u>	<u>Supper</u>	<u>Daily Max</u>
North of 53 rd	8.35	10.35	17.90	36.60
South of 53 rd	7.85	9.85	16.70	34.40

Receipts for meals must be provided while in travel status. For each full day in travel status, an employee may claim up to the Daily Max reimbursement to cover the cost of purchased meals or groceries, in lieu of individual meal claims.

AA:02 Employees traveling on **Manitoba Possible** business are entitled to a private standard hotel room.

AA:03 Mealtime Business Meetings - Attendance at mealtime business meetings must be authorized in advance by the employee's Supervisor, unless the employee is traveling in the course of **their** duties to a location outside the employee's city, municipality or government district in which the employee normally works, and in any event, should be restricted to cases where the disruption of the employee's normal lunch or dinner arrangements occur and where **they are** prevented from making reasonable alternate arrangements.

AA:04 Effective upon ratification, the parties will adopt the better of current **Manitoba Possible** mileage rates or the Manitoba Civil Service mileage rates effective April 1, 2016, for both south 53rd and north 53rd. The Employer is advised by the Union that the Civil Service mileage rates as of April 1, 2016 are \$0.43 south of 53rd and \$0.46 north of 53rd.

Therefore, the rates upon ratification shall be \$0.43 south of 53rd and \$0.465 north of 53rd.

If either or both of the MGEU Civil Service Master Agreement rates (north or south of 53rd parallel) effective April 1, 2017 surpass the current corresponding rates in this Collective Agreement, then applicable MGEU Civil Service Master Agreement rate or rates will be adopted for the remaining duration of this Agreement. Otherwise, the existing rates remain in place.

- AA:05 Out of pocket expenses - Reasonable out of pocket expenses will be reimbursed for items including parking and taxi fare.
- AA:06 Other meal or transportation expenses sought for reimbursement must be requested to the employee's Director or designate for pre-approval.
- AA:07 Claims for reimbursement must be a minimum of fifty dollars (\$50.00) prior to submission, unless no further claim is anticipated within thirty days of the expenses to be claimed. However, all claims for reimbursement, including claims below fifty dollars (\$50.00), must be submitted no later than ten days after end of the fiscal year in which the expense was incurred (April 10 of each year).

Appendix “B” - Wheelchair Services, Field Technician Standby and Emergency Repair Pay

The following amounts and rates shall be applicable to Wheelchair Technicians providing standby services to consumers of the Employer on the following basis:

- AB:01 Standby pay for each day from 4:00 p.m. to 8:00 p.m. on regular work days will be twelve dollars (\$12.00).
- AB:02 Standby pay for each day 8:00 a.m. to 4:00 p.m. on Saturday, Sunday, General Holidays and Remembrance Day will be **twenty-three dollars (\$23.00)**.
- AB:03 A Field Technician who answers a call for service while on standby, resulting in attendance at work or the field on a regular work day, Saturday or Sunday shall be paid at an hourly rate of one and one-half times ($1\frac{1}{2}x$) **their** regular hourly rate (“the overtime rate”) for a daily minimum of three (3) hours or for all time worked, from the time of the call(s) until completion of the required duties, whichever is greater. This amount is in addition to the standby pay.
- AB:04 A Field Technician who answers a call for service while on standby, resulting in attendance at work or the field on a General Holiday shall be paid at the overtime rate for a daily minimum of three (3) hours or for all time worked from the time of the call(s) until completion of the required duties whichever is greater. This amount is in addition to any regular pay owing for the General Holiday and standby pay.
- AB:05 Phone calls or other electronic communication in excess of one-half ($\frac{1}{2}$) hour per day, in the aggregate, which do not require attendance at work or in the field, will be paid at the overtime rate for the period beyond one-half ($\frac{1}{2}$) hour in any day.
- AB:06 The Field Technicians will be provided with a time sheet for the week of standby duty. The Field Technician will record the starting and ending times of any calls resulting in attendance, phone calls or other electronic communications. To receive payment for the standby week, the time sheet

shall be handed in to the supervisor on the Monday following the standby week.

Appendix “C” - Scheduling and Tracking Hours

AC:01 Scheduling of Work

- (a) Certain programs operate outside of the normal hours of work for the purposes of Article 5, but the work may be planned reasonably in advance by the Employer and employee. The work in such programs shall be scheduled by the Employer and the employees working in such programs within the regular hours of work of seven and one-quarter ($7\frac{1}{4}$) hours per day and thirty-six and one-quarter ($36\frac{1}{4}$) hours per week.
- (b) A work schedule covering a four (4) week period shall be made, which shall be finalized no later than two (2) weeks in advance of the period covered in the schedule. The Employer shall determine the procedure for drafting and approval of the schedule. The Employer shall provide an affected employee with a copy of the approved schedule. A copy shall be provided to the Union.
- (c) Shifts within the four (4) week period covered by the schedule shall not be altered after the schedule is finalized, except by mutual agreement between an affected employee and the Employer.
- (d) The currently operating programs in this category is the Community Education and Training Program.

AC:02 Tracking of Work

- (a) Certain programs operate outside of the normal hours of work for the purposes of Article 5, and the work is subject to mutual arrangements with individual consumers or groups of consumers. The employee shall make such arrangements within the regular hours of work of seven and one-quarter ($7\frac{1}{4}$) hours per day and thirty-six and one-quarter ($36\frac{1}{4}$) hours per week. The employee shall submit the arrangements to the Employer for approval.
- (b) The Employer must approve in advance any work to be performed beyond the regular hours of work.

- (c) The currently operating programs in this category are the Ethno-Cultural Program, the Shared Reading Program, Adult Leisure and Recreation Program, The Children's Leisure and Recreation Program and ASL Instructors/Substitute Instructors.

Appendix “D” - Northern AllowanceAD:01 Northern Allowance

- (a) A “Northern Allowance” shall be paid to bargaining unit employees who live and work North of the 53rd parallel, as a bi-weekly supplement to existing wages, subject to the eligibility criteria and conditions in this Schedule.
- (b) The employee shall be supporting one (1) or more dependents. A “dependent” includes the following:
 - (i) Spouse living with and dependent on the employee for main and continuing support;
 - (ii) Unmarried child under eighteen (18) years of age;
 - (iii) An unmarried child over eighteen (18) years of age but under twenty-one (21) years if in full-time attendance at school, university, college or similar educational institution; or
 - (iv) An unmarried child of any age with a physical or cognitive disability, and provided that such a child is dependent on the employee for main and continuing support.
- (c) Effective upon ratification, a bi-weekly supplement is paid to applicable employees in the following two (2) categories as follows:
 - (i) Without dependent spouse or child – one hundred and twenty-five dollars (\$125.00) bi-weekly; and
 - (ii) With dependent spouse or child – one hundred seventy-eight (\$178.00) bi-weekly.
- (d) For part-time employees the bi-weekly supplement shall be paid on the basis of one-tenth (1/10) of the bi-weekly amount for each day that the employee works during a bi-weekly pay period, regardless of the number of hours worked on each day.

- (e) The supplement in this Schedule is payable in respect of paid vacation and eligible general holidays and for periods in which an employee is receiving income protection or is on other authorized leave with pay. The supplement is not payable during periods of absence without pay. The supplement shall not be calculated as part of an employee's pay for regular pay, but shall be paid as a flat amount in addition to the rate that the employee is paid for the work actually performed. Therefore, the supplement shall not be included in the calculation of overtime payments, pension plan, group life insurance plan, income protection, vacation pay or any other employee benefits or other remuneration.

Letter of Understanding

between

Manitoba Possible

and

Manitoba Government and General Employees' Union

Re: Employment Equity

The parties recognize the need to strive for diversity in the workplace. The parties will make bona fide efforts to identify opportunities to increase employment opportunities for women, **indigenous** persons, persons with disabilities and persons from visible minorities.

The parties also recognize that a core purpose of the Employer's organization is to promote full participation in the community for persons with disabilities, including the opportunity to compete for employment. This means more than treating persons with disabilities in the same way, but also requires special measures and the accommodation of differences.

Should the Employer update its existing policy with respect to Employment Equity, it will consult with the Union in order that the parties may work towards improving workplace diversity and while balancing and respecting the rights of bargaining unit employees.

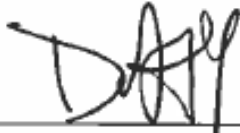
Signed this 30th day of June, 2021.


On behalf of Manitoba Possible


On behalf of Manitoba Possible


On behalf of Manitoba Government
and General Employees' Union


On behalf of Manitoba Government
and General Employees' Union



On behalf of Manitoba Possible



On behalf of Manitoba Government
and General Employees' Union

Letter of Understanding*between***Manitoba Possible***and***Manitoba Government and General Employees' Union****Re: Compressed Work Week Program**

Manitoba Possible is willing to try a compressed work week on a pilot basis. It supports the concept, if it can work for employees, consumers and Manitoba Possible in practice. Therefore, Manitoba Possible is concerned with ensuring that there are workable procedures in place for matters to ensure that services are delivered to consumers without disruption, designating eligible employees, and tracking of hours and paid days off for payroll purposes.

Therefore, the proposal set out below is conditional on the following:

- (a) The parties agree on programs/classifications eligible to apply for the Program.
 - (b) The parties set an effective date on which the program will take effect for all who may have applied in advance and are approved.
1. Full-time employees and full-time employees filling a full-time term position within a right to revert to a full-time position, with not less than 1885 hours of work performed since their last date of hire with the Employer may apply to participate in the Compressed Work Week Program. The Compressed Work Week Program involves working an additional thirty-five (35) minutes per work day in exchange for a paid day off in each pay period that does not include a general holiday. Notwithstanding Article 8 (Overtime) the additional thirty-five (35) minutes per work day shall not be paid at overtime rates, although those additional minutes will count towards the regular hours of work in

Article 5 (Hours of Work) and specifically Article 5:01(b) full-time regular hours per week.

2. Hours of Work


- (a) The normal hours of work for employees participating in the Compressed Work Week will be extended by thirty-five (35) minutes. Each employee in the Program will receive a paid day off taking into consideration the preferences of the employee and the operational requirements of the Employer. Should more employees request the same available paid day off than can be reasonably accommodated, seniority will be used to determine which employees will get their requested day off with pay.
- (b) The normal hours of work for full-time employees participating in the Compressed Work Week Program shall be Monday to Friday between 7:00 am to 6:00 pm, subject to program specific hours of work within a program covered by Appendix "C".


- 3. In the event an employee is required to work on a scheduled paid day off or have a scheduled day off moved to meet operational requirements, the employee is entitled to retain this paid day off to be rescheduled (at straight time).
- 4. The Employer may deny, cease or restrict employee participation in the Program on a temporary or indefinite basis based on operational requirements or employee incompatibility.
- 5. The Program will not provide a greater or lesser benefit to participating employees regarding hours worked and pay. Employees participating in the Program will be expected to work hours equivalent to a full-time employee who is not participating in the Program. At the end of each year of participation, or if an employee ceases to participate in the Program for any reason, the hours worked and days off will be reconciled. If an employee is owed additional time off, then such time will be scheduled (at straight time).

- 6. The Labour Management Committee may be used by either party to discuss issues including, but not limited to recommendations for improvement and trouble-shooting. This does not preclude earlier discussion between the Employer and the Union to discuss improvements or solve any problems as they arise.

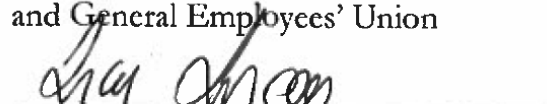
- 7. This Program shall be in place during the current Collective Agreement on a pilot basis, up to and including March 31, 2023. Notwithstanding Article 57 (Duration), this Program shall not be continued beyond March 31, 2023 without the agreement of both the Union and Employer.

Signed this 30th day of June, 2021.

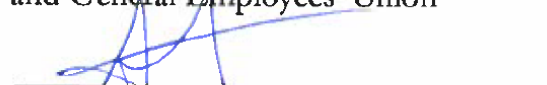

On behalf of Manitoba Possible


On behalf of Manitoba Government and General Employees' Union


On behalf of Manitoba Possible


On behalf of Manitoba Government and General Employees' Union



On behalf of Manitoba Possible



On behalf of Manitoba Government and General Employees' Union

Letter of Understanding*between***Manitoba Possible***and***Manitoba Government and General Employees' Union****Re: Northern Service Premium**

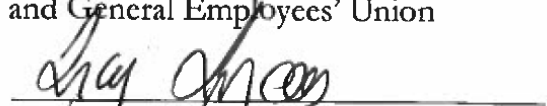
1. The Employer is required to provide services throughout Manitoba, specifically including communities north of the 53rd parallel.
2. The parties recognize that it will not always be possible or practicable to have an employee resident in the region. However, where the Employer determines that this region requires staff or additional staff to provide the services and determines that it has budgetary ability to provide the services, the Employer will make all reasonable efforts to post vacancies and recruit employees to work in the region, whether as residents of the region or by providing regular service to the region.
3. The Employer will continue to designate terms and conditions for bargaining unit vacancies that include a preference or requirement for an employee to provide regular service to the region.
4. An Audiology Assistant and an Early Intervention Specialist, Deaf and Hard of Hearing, are currently assigned to work above the 53rd parallel but do not reside in that region. Those employees shall be paid a premium of ten percent (10%) of their current hourly rate for all hours worked north of the 53rd parallel. The hours worked for the purposes of this premium shall include time spent in travel status.
5. Additional non-resident employees working above the 53rd parallel in the same classifications or other classifications shall receive the same premium.

Signed this 30th day of June, 2021.

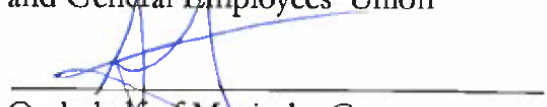

On behalf of Manitoba Possible


On behalf of Manitoba Government
and General Employees' Union


On behalf of Manitoba Possible


On behalf of Manitoba Government
and General Employees' Union


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and General Employees' Union

Wage Scale

April 1, 2019

Group	Classification	Step 1	Step 2	Step 3	Step 4	Step 5	Step 6	Step 7	Step 8	Step 9	Long Service
1	Clerk Parking Permit Support Clerk Recreation Assistant	25,963	26,768	27,593	28,423	29,274	30,151	31,058			31,680
2	Inventory Control Clerk Shipper/Receiver Accounting Clerk Intake Clerk II Direct Support Professional	29,078	29,979	30,907	31,833	32,788	33,773	34,785			35,481
3	Administrative Assistant Employment Facilitator Recreational Facilitator In House Service Technician Parking Permit Program Assistant Facilitator, Newcomer Navigation & Support Unit Accounting Clerk II Rehabilitation Assistant	33,876	34,924	35,970	37,051	38,162	39,308	40,485			41,297
4	Administrative Assistant II Field Service Technician Electronic Technician Senior Job Coach Audiology Assistant	37,460	38,619	39,813	41,007	42,237	43,504	44,809			45,705

5	Early Learning Consultant I Intake Counselor Vocational Evaluator Community Counselor Computer Instructor Resource Coordinator ASL Instructor Facilitator, Financial Empowerment Programs	43,080	44,207	45,786	47,159	48,574	50,029	51,531			52,561
6	Employment Development Specialist Coordinator - Training Early Learning Consultant II Coordinator - Leisure and Recreation Senior Vocational Evaluator Team Lead Wheelchair Services Administration Team Lead Technicians & Warehouse	49,974	51,519	53,109	54,704	56,344	58,036	59,776			60,974
7	Rehabilitation Counselor Children's Service Coordinator Employment Services Coordinator Adult Education Coordinator Vocational Rehabilitation Counselor	50,497	52,262	54,094	55,989	57,949	59,992	62,090	64,271	66,528	67,859
8	Supervisor, Recreation & Leisure Supervisor, Newcomer Navigation & Support Unit Early Intervention Specialist - Deaf & Hard of Hearing Supervisor, Northern Region	60,869	62,694	64,574	66,510	68,508	70,562	72,679			74,131

April 1, 2020

Group	Classification	Step 1	Step 2	Step 3	Step 4	Step 5	Step 6	Step 7	Step 8	Step 9	Long Service
1	Clerk Parking Permit Support Clerk Recreation Assistant	25,963	26,768	27,593	28,423	29,274	30,151	31,058			31,680
2	Inventory Control Clerk Shipper/Receiver Accounting Clerk Intake Clerk II Direct Support Professional	29,078	29,979	30,907	31,833	32,788	33,773	34,785			35,481
3	Administrative Assistant Employment Facilitator Recreational Facilitator In House Service Technician Parking Permit Program Assistant Facilitator, Newcomer Navigation & Support Unit Accounting Clerk II Rehabilitation Assistant	33,876	34,924	35,970	37,051	38,162	39,308	40,485			41,297
4	Administrative Assistant II Field Service Technician Electronic Technician Senior Job Coach Audiology Assistant	37,460	38,619	39,813	41,007	42,237	43,504	44,809			45,705

5	Early Learning Consultant I Intake Counselor Vocational Evaluator Community Counselor Computer Instructor Resource Coordinator ASL Instructor Facilitator, Financial Empowerment Programs	43,080	44,207	45,786	47,159	48,574	50,029	51,531			52,561
6	Employment Development Specialist Coordinator - Training Early Learning Consultant II Coordinator - Leisure and Recreation Senior Vocational Evaluator Team Lead Wheelchair Services Administration Team Lead Technicians & Warehouse	49,974	51,519	53,109	54,704	56,344	58,036	59,776			60,974
7	Rehabilitation Counselor Children's Service Coordinator Employment Services Coordinator Adult Education Coordinator Vocational Rehabilitation Counselor	50,497	52,262	54,094	55,989	57,949	59,992	62,090	64,271	66,528	67,859
8	Supervisor, Recreation & Leisure Supervisor, Newcomer Navigation & Support Unit Early Intervention Specialist - Deaf & Hard of Hearing Supervisor, Northern Region	60,869	62,694	64,574	66,510	68,508	70,562	72,679			74,131

April 1, 2021

Group	Classification	Step 1	Step 2	Step 3	Step 4	Step 5	Step 6	Step 7	Step 8	Step 9	Long Service
1	Clerk Parking Permit Support Clerk Recreation Assistant	26,158	26,969	27,800	28,636	29,494	30,377	31,291			31,918
2	Inventory Control Clerk Shipper/Receiver Accounting Clerk Intake Clerk II Direct Support Professional	29,296	30,204	31,139	32,072	33,034	34,026	35,046			35,747
3	Administrative Assistant Employment Facilitator Recreational Facilitator In House Service Technician Parking Permit Program Assistant Facilitator, Newcomer Navigation & Support Unit Accounting Clerk II Rehabilitation Assistant	34,130	35,186	36,240	37,329	38,448	39,603	40,789			41,607
4	Administrative Assistant II Field Service Technician Electronic Technician Senior Job Coach Audiology Assistant	37,741	38,909	40,112	41,315	42,554	43,830	45,145			46,048

5	Early Learning Consultant I Intake Counselor Vocational Evaluator Community Counselor Computer Instructor Resource Coordinator ASL Instructor Facilitator, Financial Empowerment Programs	43,403	44,539	46,129	47,513	48,938	50,404	51,917		52,955	
6	Employment Development Specialist Coordinator - Training Early Learning Consultant II Coordinator - Leisure and Recreation Senior Vocational Evaluator Team Lead Wheelchair Services Administration Team Lead Technicians & Warehouse	50,349	51,905	53,507	55,114	56,767	58,471	60,224		61,431	
7	Rehabilitation Counselor Children's Service Coordinator Employment Services Coordinator Adult Education Coordinator Vocational Rehabilitation Counselor	50,876	52,654	54,500	56,409	58,384	60,442	62,556	64,753	67,027	68,368
8	Supervisor, Recreation & Leisure Supervisor, Newcomer Navigation & Support Unit Early Intervention Specialist - Deaf & Hard of Hearing Supervisor, Northern Region	61,326	63,164	65,058	67,009	69,022	71,091	73,224		74,687	

April 1, 2022

Group	Classification	Step 1	Step 2	Step 3	Step 4	Step 5	Step 6	Step 7	Step 8	Step 9	Long Service
1	Clerk Parking Permit Support Clerk Recreation Assistant	26,419	27,238	28,078	28,923	29,789	30,681	31,604			32,237
2	Inventory Control Clerk Shipper/Receiver Accounting Clerk Intake Clerk II Direct Support Professional	29,589	30,506	31,450	32,392	33,364	34,367	35,396			36,105
3	Administrative Assistant Employment Facilitator Recreational Facilitator In House Service Technician Parking Permit Program Assistant Facilitator, Newcomer Navigation & Support Unit Accounting Clerk II Rehabilitation Assistant	34,471	35,538	36,602	37,702	38,833	39,999	41,197			42,023
4	Administrative Assistant II Field Service Technician Electronic Technician Senior Job Coach Audiology Assistant	38,118	39,298	40,513	41,728	42,979	44,269	45,597			46,508

5	Early Learning Consultant I Intake Counselor Vocational Evaluator Community Counselor Computer Instructor Resource Coordinator ASL Instructor Facilitator, Financial Empowerment Programs	43,837	44,984	46,591	47,988	49,428	50,908	52,437			53,485
6	Employment Development Specialist Coordinator - Training Early Learning Consultant II Coordinator - Leisure and Recreation Senior Vocational Evaluator Team Lead Wheelchair Services Administration Team Lead Technicians & Warehouse	50,852	52,424	54,042	55,665	57,334	59,056	60,827			62,046
7	Rehabilitation Counselor Children's Service Coordinator Employment Services Coordinator Adult Education Coordinator Vocational Rehabilitation Counselor	51,384	53,181	55,045	56,973	58,967	61,046	63,181	65,401	67,697	69,052
8	Supervisor, Recreation & Leisure Supervisor, Newcomer Navigation & Support Unit Early Intervention Specialist - Deaf & Hard of Hearing Supervisor, Northern Region	61,939	63,796	65,709	67,679	69,712	71,802	73,956			75,434