

# **Collective Agreement**

*between*

**Métis Child, Family and Community Services Agency (MCFCS)**

**&**

**Michif Child and Family Services Inc. (MCFS)**

*and*

**Manitoba Government and General Employees' Union**

**February 1, 2014 to January 31, 2016**

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\*Errors & Omissions Excepted

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\*Errors & Omissions Excepted

THIS AGREEMENT made this 3<sup>rd</sup> day of February 2014.

*between*

**Métis Child, Family and Community Services (MCFCS)**

**&**

**Michif Child & Family Services (MCFS)**

(hereinafter referred to as MCFCS/MCFS or the Employer)

of the first part

*and*

**Manitoba Government and General Employees' Union**

(hereinafter referred to as the Union)

of the second part.

### **Preamble**

WHEREAS it is the desire of all parties to this Agreement to:

- Promote Métis and Inuit cultures and values.
- Maintain and improve harmonious relations between the Employer and the Union.
- Promote cooperation and understanding between the Employer and the Union.
- Recognize the mutual value of joint discussion in all matters related to the terms and conditions herein.
- Negotiate with respect to compensation and working conditions for employees in the bargaining unit.



- Encourage efficiency and safety in operations.
- Provide a high quality of service to the public.
- Promote the morale, well-being and security of all the employees in the bargaining unit.

## **Article 1    Definitions**

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

**1:01**    “Accumulated Service” means the equivalent length of service acquired by the employee in accordance with the following:

- (a) Accumulated service is calculated based on all hours for which an employee has received regular pay. This includes regular hours worked and approved leaves of absence from MCFCS/MCFS where regular pay is maintained.
- (b) Accumulated service does not include overtime hours or any leaves of absence without pay or with partial pay including, but not limited to, suspensions without pay, worker’s compensation and other leave situations.
- (c) Accumulated service must be continuous service.
- (d) One (1) year of accumulated service for employees in eight (8) and twelve (12) hour per day classifications equals 2,080 hours of accumulated service. For seven and one-quarter (7<sup>1</sup>/<sub>4</sub>) hour day employees, one (1) year of accumulated service equals 1,885 hours of accumulated service. The figures for seven and one-quarter (7<sup>1</sup>/<sub>4</sub>) hour per day classifications are shown in brackets after the figures for the eight (8) and twelve (12) hour per day classifications.

Example: 2,080 (1,885) hours.

- (e) When an employee converts from a seven and one-quarter (7<sup>1</sup>/<sub>4</sub>) hour per day classification to an eight (8) or twelve (12) hour per day classification or vice-versa, the employee’s accumulated hours of service at the time of conversion will be converted to accumulated years of service.

Example: A seven and one-quarter ( $7\frac{1}{4}$ ) hour per day employee works for six (6) months during the year and acquires nine hundred forty-two and one-half ( $942\frac{1}{2}$ ) hours of accumulated service. The employee then moves into an eight (8) or twelve (12) hour our per day classification. The employee's hours are converted as follows:

$$942\frac{1}{2} \text{ hours} \div 1,885 \text{ hours} = \frac{1}{2} \text{ year of accumulated service.}$$

The employee then accumulates service in the eight (8) or twelve (12) hour per day classification for the remainder of the year.

- (f) An employee can only receive a maximum of one (1) year of accumulated service in any twelve (12) month period.

- 1:02** “Authorized Overtime” shall mean overtime authorized in advance and in writing, where reasonably possible, by a director, manager or supervisor.
- 1:03** “Calendar Service” means the length of continuous service from the employee’s most recent date of hire to the present. Periods of layoff, while not affecting the continuity of service, are not included in the calculation of calendar service.
- 1:04** “Casual Employee” means an employee who normally works less than the full normal daily, weekly or monthly 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. Notwithstanding the foregoing, casual employees may be employed for a short duration to replace employees who are absent for any reason.
- 1:05** “Classification” means a group of positions involving duties and responsibilities so similar that the same or like qualifications may reasonably be required for, and the same schedule or grade of pay can be reasonably applied to, all positions in the group.
- 1:06** “Continuous Service” means consecutive and contiguous days, weeks, months and/or years of employment with MCFCS/MCFS where there has been no break in service involving termination of the employee.

- 1:07** “Day” means calendar day unless otherwise stated.
- 1:08** “Employee” means a person employed in a position in the bargaining unit. Employees are covered by all provisions of this Agreement unless otherwise specified.
- (a) “Full-time” employee means an employee who is scheduled on a regular ongoing basis to work the regular hours described in Article 14.
  - (b) “Term Employee” means an employee hired for a specific term of employment. The term of employment may be based on a specific period of time or the completion of a specific job or until the occurrence of a specified event.
  - (c) “Part-time Employee” means an employee who normally works less than the full normal daily, weekly or monthly hours, as the case may be, and whose work follows an ongoing, predetermined schedule of work on a regular and recurring basis.
- 1:09** “Employer” means Métis Child, Family and Community Services Agency and Michif Child and Family Services and herein referred to as MCFCS/MCFS or as the Employer.
- 1:10** “Grade of Pay”, “Pay Range” or “Pay Grade” means a series of rates of remuneration for a class that provides for a minimum rate, a maximum rate, and such intermediate rates if any as may be considered necessary to permit periodic increases in remuneration and as set out in the respective salary schedules.
- 1:11** “Increment or Merit Increase” means the amount per annum provided as a rate of increase in the applicable salary payable to any eligible employee, which unless the context of the relevant approved pay range otherwise clearly indicates, may be granted annually on the applicable anniversary dates.
- 1:12** “Layoff” means to temporarily remove from a position of employment subject to the employee retaining such rights as set out under this Agreement.

- 1:13** “Promotion” means a change of employment from one (1) position to another having a higher maximum salary.
- 1:14** “Transfer” means the removal of an employee from a position in a classification and appointing the employee to another position in the same classification or to another position in a different classification having the same maximum rate of pay.
- 1:15** “Union” means the Manitoba Government and General Employees’ Union.

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

## **Article 2 Duration of Agreement**

- 2:01** This Agreement shall become effective from February 1, 2014 and shall continue in effect up to and including January 31, 2016 and shall remain in force and effect from year to year thereafter unless written notice to negotiate a renewal or revision and renewal is given by either party at least forty-five (45) days prior to but not more than one hundred eighty (180) days prior to the expiry date hereof. During the period required to negotiate a renewal or revision and renewal of this Agreement, this Agreement shall remain in full force and effect without change.
- 2:02** Where notice for revision of this Agreement is given under Article 2:01, parties agree to exchange proposals for the revision of the Agreement, no later than thirty (30) calendar days prior to the expiry date of the Agreement. The parties shall, within twenty (20) working days following receipt of the specific proposal for the revision to the Agreement, commence collective bargaining. These time limits may be changed by mutual agreement between the parties hereto.

## **Article 3 Amendment to the Salary Schedule**

- 3:01** During the term of this Agreement, amendments to the salary schedule, including those resulting from the introduction of a new classification, shall be determined through negotiations between the parties. Failing agreement the matter may be referred to Arbitration, in accordance with Article 38.

#### **Article 4 Application of Agreement**

- 4:01** The Employer recognizes the Union as the sole and exclusive bargaining agent for all employees, as defined in the Manitoba Labour Board Certificate No. 6850 save and except those excluded by the Act.
- 4:02** Persons whose jobs are not in the bargaining unit shall not work on jobs which are included in the bargaining unit except in the cases mutually agreed upon by the parties. Out-of-scope staff may be used to perform the work of the bargaining unit, not to displace a member of the bargaining unit but to meet work demands during the short-term absence of a member of the bargaining unit.

#### **Article 5 No Discrimination**

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

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

#### **Article 6 Management Rights**

- 6:01** All functions, rights, personnel pay practices, powers and authority which the Employer has not specifically abridged, delegated or modified by this Agreement are recognized by the Union as being retained by the Employer.

#### **Article 7 Union Business**

- 7:01** It is agreed that it is desirable to promote a harmonious working relationship between the parties. To this end, the Employer will make all reasonable efforts

subject to operational requirements to grant leave of absence to employees to attend Union business.

- 7:02** Leave of absence to attend to Union business may be granted to employees under the following conditions:
- (a) Requests for leave shall be made in writing by the Union by providing the employee with a letter of request. The employee shall submit the letter to the employee's immediate supervisor. The Union will also provide a copy of the written request to the Director of Human Resources.
  - (b) Where a leave of absence has been granted under this Article, the Union shall reimburse the Employer one hundred percent (100%) of the wages paid to such employee during the approved absence plus benefit costs according to the employee's previously scheduled hours with the time recorded as service for all benefits.
- 7:03** For time spent with MCFCS/MCFS representatives during negotiations of the MCFCS/MCFS Collective Agreement, the Union will be allowed to have no more than three (3) employees per Agency present at each bargaining session on a time-off with pay basis.
- 7:04** Prior to the commencement of negotiations, the Union shall advise the Employer of the names of employee representatives for the purpose of collective bargaining. Dependent upon operational requirements, requested leave for such employees will not be unreasonably denied.
- 7:05** Subject to the mutual agreement of the parties, the total number of employees referred to in Article 7:03 above may be changed provided any additional employees are on leave without pay or on wage recovery as per Article 7:02(b).
- 7:06** Union staff representatives shall not visit employees at their place of work unless prior approval has been obtained from the Director of Human Resources or designate.
- 7:07** MCFCS/MCFS agrees to allow the Union use of space on existing bulletin boards for the purpose of posting official Union information relating to business affairs,

meetings and social events provided the information does not contain anything that is adverse to the interests of the Employer. The Executive Director or designate shall have the right to refuse to post or remove the posting of any information.

- 7:08** Upon request, a Union representative shall be provided with the opportunity to meet with newly hired employees for up to twenty (20) minutes during regular working hours. The time shall be established by agreement subject to operational requirements.
- 7:09** The Employer agrees to acquaint potential employees with the fact that a Collective Agreement is in effect.
- 7:10** The Union will provide the Employer with membership application forms and return envelopes. The Employer shall distribute said application forms and envelopes within its employment process.

### **Article 8 Rights of Stewards**

- 8:01** “Steward” means an employee elected or appointed by the Union who is authorized to represent the Union, an employee or both.
- 8:02** The Union agrees to provide the Employer with a list of stewards and any subsequent changes.
- 8:03** Stewards and employees shall not conduct Union business during their working time except as provided in Article 7:06.
- 8:04** A steward shall first obtain the permission of the steward’s immediate supervisor in consultation with the Director of Human Resources if possible before leaving work to investigate a complaint. Such permission shall not be unreasonably sought or withheld. On resuming the steward’s normal duties, the steward shall notify the steward’s supervisor in consultation with the Director of Human Resources.
- 8:05** When it is necessary for a steward to investigate a complaint or grievance during working hours, no deduction in salary shall be made from the steward or employee concerned, provided that each has obtained approval from their supervisor(s) in

consultation with the Director of Human Resources if possible for the time required to deal with the complaint or grievance. On resuming their duties, the steward and employee shall notify their supervisor(s) in consultation with the Director of Human Resources if possible.

## **Article 9     Union Security**

- 9:01** During the term of this Agreement, employees covered by this Agreement, shall pay to the Union, by payroll deduction, an amount equal to the biweekly membership dues determined by the Union. For new employees, the payroll deduction of the amount as set out above shall become effective on the first day of the biweekly pay period.
- 9:02** MCFCS/MCFS shall forward to the Union the amount of the dues deducted under Article 9:01 above on a biweekly basis per each applicable biweekly pay period system.
- 9:03** MCFCS/MCFS shall provide the Union on a biweekly basis per each applicable biweekly pay period system, the names of the employee from whose wages dues have been deducted showing opposite each employee's name the amount of dues deducted for that employee.
- 9:04** The Union agrees to indemnify and save MCFCS/MCFS 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 MCFCS/MCFS.
- 9:05** Notwithstanding any other provision in this Agreement MCFCS/MCFS shall, no later than ninety (90) days preceding the expiry date of this Agreement, furnish in written form to the Union the following, shown by classification groupings:
- (a) The name of each employee;
  - (b) The classification of each employee; and
  - (c) The current rate of pay of each employee.



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

### **Article 10 Joint Labour Management Consultation Committee**

**10:01** The Employer and the Union agree to the formation of a Joint Labour Management Committee for each Agency in order that matters of a mutual concern can be discussed.

- (a) The Committee shall establish terms of reference governing frequency of meetings, designation of Committee chairpersons and other such matters as may be required for the Committee to conduct its business.
- (b) The Committee shall not have jurisdiction over any matter of collective bargaining, or the administration of this Collective Agreement.
- (c) The Committee shall not have the power to bind either the Union, the employees, or the Employer to any decisions or conclusions reached in their discussions.
- (d) The Union shall appoint up to three (3) members from the bargaining unit as members of the Labour Management Committee for that Agency. The employees will not suffer any loss of pay for attendance at Labour Management Committee meetings.
- (e) MCFCS/MCFS shall each appoint up to three (3) management members to the Labour Management Committee for their respective Agency.
- (f) The terms of reference are to be updated to reflect the option to identify alternate members should it be necessary.

### **Article 11 Recruitment and Appointment**

**11:01** All postings for positions covered under this Agreement shall state:

- (a) Competition number and classification/job title;

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

**11:02** The Employer agrees to post notices of vacancies, new positions and term positions covered under this Agreement internally for at least five (5) working days to enable employees presently in the employ of the Employer to apply for same. Such posting shall not preclude the Employer from simultaneously posting externally.

**11:03** Subject to Article 11:04, the selection of employees for vacant or new positions shall be on the basis of skill, ability, experience and qualifications.

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

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

applicant with the greatest amount of seniority shall be selected for the position.

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

- 11:05** An employee who is notified that he or she is an unsuccessful applicant for a vacant position may request a meeting with the Director of Human Resources or designate within ten (10) days of notice to discuss the reasons for non acceptance, which meeting shall occur at the earliest reasonable opportunity.
- 11:06** A regular employee may apply for and be appointed to a term position as a regular employee provided that where the employee requests it, the Employer has developed an employment plan which will return the employee to the employee's regular position or an equivalent alternate position.
- 11:07** All newly hired employees and existing employees moving into vacant positions shall not be eligible to apply for a vacant position and/or term position within their classification for a period of one (1) year from the commencement date in the new position unless exceptional circumstances exist as determined by the Employer or the move is initiated by the Employer, for any reason, except demotion.
- 11:08** The Employer shall be entitled to make all offers of hire subject to acceptable criminal record, Child Abuse Registry and prior contact checks and the signing of an Oath of Confidentiality.

## **Article 12 Probation**

- 12:01** Subject to Article 12:08, every person appointed to a position shall be on probation for a period of six (6) months.
- 12:02** An employee's probation period may be extended by MCFCS/MCFS. Such extension may be for a maximum period of six (6) months.

- 12:03** An employee shall be notified in writing of any extension of the probation period under Article 12:02 prior to the expiry of the probation period. A meeting may be held with the employee to discuss the extension. The employee has the option to have a Union representative present.
- 12:04** An employee's probation period of six (6) months plus any extension shall be considered the initial probation period. This initial probation period shall not exceed twelve (12) months.
- 12:05** Where an employee has been rejected during probation following a promotion, then:
- (a) MCFCS/MCFS will place the employee on an employment availability list at the employee's previous classification for a period of one (1) year from the date of rejection.
  - (b) During this period MCFCS/MCFS will endeavour to relocate the employee to the employee's former position or to a position comparable to the former position.
  - (c) If there is no vacant position within the employee's former classification the employer will reassign the employee to a position in a lower pay classification if available and if the employee is qualified to perform the position and pay the employee at their last rate of pay in the former classification for a period of six (6) months.
- 12:06** An employee shall not be required to serve a further probation period when:
- (a) The employee is promoted without competition as a result of reclassification of the employee's position;
  - (b) The employee initiates a transfer to a position in the same classification involving similar duties and responsibilities; or
  - (c) The Employer initiates the transfer or demotion of an employee from one (1) position to another for any reason.

- 12:07** An employee who is being rejected during the employee's probationary period shall be provided with two (2) weeks' notice or payment in lieu thereof which notice shall be deemed to be within the employee's probationary period.
- 12:08** An employee who is temporarily appointed to another position on an acting status basis is not considered to be on probation. If the employee is subsequently promoted to that position, the period during which the employee was in acting status does not count towards the employee's probation period.

### **Article 13 Term Employee**

- 13:01** Where a term employee is employed in the same position performing the same function for a period of more than twenty-four (24) continuous months and where the need for the position is expected to continue, MCFCS/MCFS will convert the employee to regular employment status.
- 13:02** Article 13:01 does not apply where a term employee is replacing an employee who is absent for any reason or where the employer does not have annualized funding for the position.
- 13:03** Where the employment of a term employee terminates at the end of a specific term of employment, then:
- (a) The Employer shall not be required to give any notice or payment in lieu thereof; and
  - (b) The employee shall not be required to give any notice of resignation.
- 13:04** Where a term employee is laid-off, then the following shall apply:
- (a) If the layoff is at the end of a specific term of employment, no notice of layoff is required.
  - (b) If the layoff is prior to the end of a specific term of employment, an employee will receive written notice prior to the layoff or granted payment in lieu thereof based on the following:

- (i) Four (4) weeks' notice to an employee with one (1) or more years of seniority; or
- (ii) Two (2) weeks' notice to an employee with less than one (1) year of full-time seniority.

- 13:05** Where the employee is not to be converted in accordance with Article 13:01; the employee shall be notified in writing of the reason(s) as provided for in Article 13:02 prior to the completion of twenty-four (24) continuous months of service. Inadvertent failure to provide such notice shall not result in a right to conversion if either of the conditions in Article 13:02 are met. A meeting may be held with the employee to discuss the matter. The employee has the option to have a Union representative present.
- 13:06** An employee appointed to a term position shall be informed in writing as to the duration of the term. Failure to comply with the foregoing shall not in itself negate the employee's status as a term employee.

#### **Article 14 Hours of work**

- 14:01** Regular hours of work shall be from 8:30 a.m. until 4:30 p.m. with an unpaid forty-five (45) minutes allowed for lunch between the hours of 11:00 a.m. and 2:00 p.m. There will be two (2) paid coffee breaks per day (one [1] in the morning and one [1] in the afternoon) that are not to exceed fifteen (15) minutes per break.
- 14:02** Any variations to a work day or work week other than those described in this Article shall only be instituted with the mutual consent of the parties.
- 14:03** **Shelters**  
Employees working at Shelters may be required to work eight (8) hour shifts and/or twelve (12) hour shifts averaging no more than forty (40) hours per week.
- 14:04** **Flexible Hours**  
(a) It is understood by the parties that in order to accommodate client needs employees may from time to time work outside of the regular hours of work ("Irregular Hours") and/or in excess of seven and one-quarter (7¼) hours per

day, thirty-six and one-quarter ( $36\frac{1}{4}$ ) hours per week (“Excess Hours”) subject to their supervisor’s approval.

- (b) Where the Employer requires an employee to work excess hours Article 17 shall apply.
- (c) Where an employee requests to work excess hours as necessary in the course of preparing their schedule, and the schedule is approved by their supervisor, the employee may bank the excess hours at straight time (Compensatory Bank). In the event an employee’s Compensatory Bank is in excess of fourteen and one-half ( $14\frac{1}{2}$ ) hours at the end of any pay period the excess amount shall be paid out to the employee at straight time rates. An employee may utilize their Compensatory Bank subject to the pre-approval of their supervisor in increments of no less than one (1) hour.
- (d) This Article does not apply to employees working at staffed residential facilities.

**14:05 Direct Service/Prevention Programs**

Employees providing direct service to clients pursuant to referrals, and employees working in prevention programs are required to work outside of regular hours as client needs require. The number of daily and weekly hours shall remain seven and one-quarter ( $7\frac{1}{4}$ ) and in any one (1) day or thirty-six and one-quarter ( $36\frac{1}{4}$ ) respectively whenever possible.

**14:06 After Hours Emergency Coordinator**

The position of After Hours Emergency Coordinator (MCFS) shall provide on-call services between the hours of 4:30 p.m. and 8:30 a.m. Monday to Friday.

**14:07 Change in Hours**

Employees may apply to the Employer and/or the Employer may request an employee to vary his/her hours on a permanent basis. The employee and Employer may agree to do so in which case any such agreement shall be subject to the following:

- (a) The office must remain open during the hours of 8:30 a.m. to 4:30 p.m.;

- (b) Variations in employee's hours of work may occur as a result of staggered starting or finishing times or an alteration in the time allowed for lunch;
- (c) Varied starting and/or finishing times must comprise a minimum of thirty (30) minutes prior to or after established office hours;
- (d) Service to the public must not be downgraded by the change in hours;
- (e) Employees must work seven and one-quarter ( $7\frac{1}{4}$ ) hours per day and thirty-six and one-quarter ( $36\frac{1}{4}$ ) hours per week exclusive of lunch periods;
- (f) The normal work week continues to be Monday to Friday inclusive; and

Either the employee or the Employer may terminate the variation and return to regular hours of work for any reason upon providing four (4) weeks written notice to the other.

### **Article 15 Pay**

- 15:01** Where an employee is promoted to another position, the employee shall be paid at a rate of pay set out for that position in the classification that is, if possible, one (1) full increment more than the rate of pay the employee was being paid in the employee's former position based on the increment differential in the pay range of the employee's former position.
- 15:02** Employees will be paid salary levels in accordance with the Civil Service Master Agreement Salary Schedule, inclusive of effective dates, subject to the following:
- (a) Salary levels will be subject to any and all provisions contained in this Agreement as may apply in any particular circumstance;
  - (b) The Employers shall be entitled to delay payment of any increases in salary levels until such time as funding for the increases is received, and in that event any retroactive payments shall be made by the Employers to affected employees as soon as reasonably possible thereafter.
  - (c) Any retroactive pay adjustments shall be made available to:



- (i) Employees who are currently in the employ of the Agency (MCFS & MCFCS) at the date of the signing
- (ii) Employees who have left the employment of the Agency through retirement or have died.
- (iii) Employees who have been laid off by the Employer.

### **Article 16 Merit Increases**

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

### **Article 17 Overtime**

- 17:01** A supervisory staff may require employees under his or her authority to work overtime.

- 17:02** An employee, if called out or scheduled to work overtime shall receive for the work, compensation for a minimum of three (3) hours at the applicable overtime rate provided that the period of overtime worked by the employee is not contiguous to the employee's scheduled working hours. A meal break shall not be regarded as affecting contiguity.
- 17:03** An employee who is required to work overtime on the employee's regular workday is entitled to compensation at one and one-half times (1½x) for the first four (4) hours of overtime and double time (2x) for any hours worked thereafter.
- 17:04** When an employee is consulted by telephone outside his/her regular working hours and is authorized to handle bona fide work related matters without returning to the workplace, the following shall apply:
- (a) An employee who has completed her regular daily or biweekly hours of work shall be paid at the applicable overtime rate of a minimum of fifteen (15) minutes or actual time worked whichever is greater for each telephone consultation call logged.
  - (b) Employees consulted by telephone outside of their regular working hours shall document all calls received and shall submit a log of all such calls to their supervisor for processing.
  - (c) Telephone consultations may occur during a non-standby period.

### **Article 18 Shift Premium**

- 18:01** Employees working at shelters who work a shift where one-half (½) or more of the hours are worked between 5:00 p.m. and 5:00 a.m. shall receive a shift premium for all hours of that shift, in addition to the employee's regular pay.
- The shift premium is forty cents (40¢) per hour.
- 18:02** The shift premium shall not be included in the calculation of overtime payments, group life insurance, sick leave payments, vacation pay, or any other employee benefits.

**Article 19 Stand-by**

- 19:01** An employee, who has been designated by MCFCS/MCFS or an authorized supervisor to be available on stand-by during off duty hours on a regular working day, shall be entitled to payment for each eight (8) hour period of twenty dollars (\$20).
- 19:02** For stand-by on a day of rest or on a paid holiday that is not a working day, the payment for each eight (8) hour period shall be twenty-three dollars (\$23).
- 19:03** To be eligible for stand-by payment, an employee designated for stand-by duty must be available during the period of stand-by at a known telephone number or by another method of communication as mutually agreed between the supervisor and the employee, and must be available to return for duty as quickly as possible if called.
- 19:04** The stand-by payment includes the responsibility to respond to phone calls and other forms of electronic communications which do not involve a return to work. If such calls, individual or in total, exceed one-half ( $\frac{1}{2}$ ) hour, the employee is entitled to claim overtime for the period beyond one-half ( $\frac{1}{2}$ ) hour at the applicable overtime rate. Minimum call-out does not apply in these circumstances.
- 19:05** An employee on stand-by who is called back to work shall be compensated in accordance with call-out provisions of the applicable overtime Article in addition to stand-by pay.
- 19:06** **Designated Intake Agency Services**  
After hours coverage related to Designated Intake Agency Services shall be paid as follows:
- (a) Coverage for the After Hours Emergency Coordinator position: sixty dollars (\$60) for each eight (8) hour period. No additional pay regardless of number of calls made and/or responded to and/or call back work performed.
  - (b) After Hours Emergency Workers: twenty-seven dollars (\$27) for each eight (8) hour period. Additionally, if called out, the employee will receive a minimum of three (3) hours pay at the employee's regular rate of pay.

Overtime provisions will apply when an employee is called out and works in excess of eight (8) hours in a sixteen (16) hour shift, or eight (8) consecutive hours.

- (c) Supervisors: two (2) days pay for each consecutive seven (7) day period. No additional pay regardless of number of calls made and/or responded to and/or call back work performed.

## **Article 20    Holidays**

**20:01**    Holidays include:

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

Any other holiday proclaimed by Federal or Provincial Statute.

Aboriginal Holidays include:

Aboriginal Day (June 21).

For calculation purposes holidays shall be observed as indicated below:

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

**20:02**    When December 24 or December 31 fall on a Monday through Friday, the following shall apply:

- (a) MCFCS/MCFS work locations may be closed at 1:00 p.m. or operated at reduced staffing levels after 1:00 p.m. at the sole discretion of the Employer and provided services to the public are not affected.
- (b) Where the Employer requires an employee to work a full shift the employee shall be entitled to one-half ( $\frac{1}{2}$ ) day of compensatory leave to a maximum of four (4) hours.
- (c) The day shall be considered a full working day for calculation purposes.

Example: An employee on vacation will be deducted one (1) day's vacation credit for the day.

**20:03** An employee is entitled to the employee's regular pay for a holiday on which the employee does not work provided the employee:

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

**20:04** If an employee who is not entitled to pay for a holiday that falls on a regular working day for reasons as outlined in Article 20:03 does work on the holiday, the employee shall be paid wages equivalent to one and one-half times ( $1\frac{1}{2}x$ ) the employee's regular rate for the time worked on that day.

**20:05** An employee required to work on a holiday will receive time off equal to the number of hours worked on the holiday, plus one and one-half times ( $1\frac{1}{2}x$ ) times their regular wages for all time worked.

**20:06** An employee who leaves MCFCS/MCFS shall receive pay in lieu of the compensatory leave that has not been granted.

**20:07** Where a holiday falls within the vacation period of an employee, one (1) additional working day shall be added to the employee's vacation entitlement in lieu of the statutory holiday.

**20:08** When a holiday occurs while an employee is receiving sick leave credits or on vacation, remuneration shall be paid as a holiday and not deducted from accumulated sick leave or vacation leave credits.

### **Article 21 Vacation**

**21:01** Vacation leave credits are calculated based on accumulated service. In addition, for purposes of calculation of vacation credits only, an employee shall be considered to have earned accumulated service in accordance with the following:

(a) Where an employee is absent due to injuries or disabilities for which compensation is paid under The Workers Compensation Act, vacation service shall accumulate as if the employee were not absent, but the extent of such accumulation shall not continue beyond twelve (12) consecutive calendar months from the date the injury or disability occurred.

**21:02** Under no circumstances can an employee earn more than the maximum vacation credits that can be accumulated in any vacation year; i.e. fifteen (15), twenty (20), twenty-five (25) or thirty (30) vacation credits per vacation year.

**21:03** Employees shall earn vacation leave credits during each vacation year on the following basis:

- (a) Employees who have completed less than two (2) calendar years of service shall earn vacation credits at the rate of a maximum of fifteen (15) credits for 1,885 hours of accumulated service.
- (b) Commencing from the beginning of the employee's second year of calendar service, employees shall earn vacation credits at the rate of a maximum of twenty (20) credits for 1,885 hours of accumulated service.
- (c) Commencing from the beginning of the employee's ninth year of calendar service, employees shall earn vacation credits at the rate of a maximum of twenty-five (25) credits for 1,885 hours of accumulated service.

(d) Commencing from the beginning of the employee's nineteenth year of calendar service, employees shall earn vacation credits at the rate of a maximum of thirty (30) credits for 1,885 hours of accumulated service.

**21:04** All employees may use vacation credits as earned from their date of hire. All vacation requests of five (5) days or more must be approved two (2) weeks in advance by the immediate supervisor.

**21:05** Subject to the requirements of personnel at MCFCS/MCFS, vacation leave shall be rotated regardless of seniority of employment.

**21:06** Unused vacation leave may not be carried over from year to year in excess of one (1) week in total.

**21:07** MCFCS/MCFS has the right to schedule all vacation credits exceeding the above noted credits.

## **Article 22 Sick Leave**

**22:01** It is agreed by both parties that earned sick leave entitlement shall be granted by MCFCS/MCFS where an employee is unable to be at work and perform the employee's regular duties as a result of illness or injury.

**22:02** The sick leave to which an employee is entitled shall accumulate during the first five (5) years of service at the rate of four (4) (three point six two five [3.625]) hours for each eighty (80) (seventy-two and one-half [72.5]) hours of accumulated service (thirteen [13] working days per year) and after five (5) years of service at the rate of four point six one five (4.615) (four point one eight three [4.183]) hours for each eighty(80) (seventy-two and one-half [72.5]) hours of accumulated service (fifteen [15] working days per year).

**22:03** Sick leave shall not accumulate beyond ninety (90) working days.

**22:04** Sick leave with pay up to, but not exceeding, the net amount of entitlement will be paid to hourly paid employees based on the number of hours they normally would have been scheduled to work on the day they were absent on sick leave.

- 22:05** Earned sick leave entitlements may be granted by the immediate Supervisor to the extent of accumulated sick leave credits. Up to five (5) sick leave days may be advanced to an employee within the sole discretion of the Director of Human Resources. In the event an employee resigns or their employment is terminated for any reason any deficit in their sick leave entitlements as a result of an advance of sick leave shall be eligible to be deducted by the Employer from any final payments being made to the Employee.
- 22:06** An employee who has been absent on sick leave with pay, upon returning to work, shall continue to accumulate sick leave up to a maximum of ninety (90) working days in accordance with Article 22:02.
- 22:07** An employee shall accumulate sick leave credits from the date of commencement of employment.
- 22:08** Sick leave shall not be taken in advance of when it is earned, with the exception of Article 22:05 above.
- 22:09** Sick leave includes a period of time that an employee is away from work for which compensation is not payable under The Worker's Compensation Act, or by the Manitoba Public Insurance Corporation.
- 22:10** Any illness causing absence must be reported to the employee's immediate supervisor, prior to or within one (1) hour of commencement of shift on each day of illness. Failure to report will be regarded as leave of absence without pay.
- 22:11** Where an employee becomes ill during the period of the employee's scheduled annual vacation, the Employer may grant sick leave and credit the employee with alternate days vacation equivalent to the number of days approved sick leave providing the illness is over three (3) days and the employee provides a medical certificate certifying proof of illness. The employee will be responsible to provide proof of illness and/or hospitalization satisfactory to the Employer.
- 22:12** When an employee is unable to work and is in receipt of Employment Insurance (EI) sick leave benefits, the employee may elect to be paid an additional amount, which when combined with the EI sick leave benefit, shall ensure the maintenance



of net salary consistent as if they were in receipt of regular sick leave. Such additional amount shall be chargeable to the employee's sick leave credits accrued at the time the employee commenced receipt of the EI and such additional payment shall be payable until the employee's accrued sick leave credits have been exhausted.

**22:13** The Employer may require a certificate or report from a qualified medical practitioner as proof of the employee's fitness to return to work or to determine the approximate length of illness or as proof of illness in regard to any claim paid during the period of illness. In the event there is a fee associated with a report requested by the Employer the Employer will pay for the report to a maximum of one hundred fifty dollars (\$150).

Time off for medical, dental and chiropractic examinations and treatments, including reasonable travel time, shall be granted to employees and such time off shall be chargeable against the employee's accumulated sick leave credits.

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

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

**22:14** Should it be necessary for an employee to attend a doctor or dentist outside of their community area by reason of non-availability of service in their community, the employee shall be allowed up to one (1) shift off with pay, to the extent that sick leave credits have been accumulated, for the time necessary to attend such appointment to the nearest point of available service. Employee's residing north of the 53<sup>rd</sup> parallel shall be allowed up to two (2) shifts with pay.

**22:15** If an employee has no sick leave credits banked, days absent due to illness will be considered leave without pay. Upon the request of the employee and at the

discretion of the supervisor or designate wellness and/or vacation credits may be applied to such absences.

- 22:16** An employee who resigns or whose employment is terminated for any reason shall not be entitled to payout of any unused sick leave credits.

### **Article 23 Addictions**

- 23:01** The parties recognize that alcohol, drug and gambling misuse does occur and that such misuse has the potential to adversely affect an employee's work performance. Subject to approval from the Employer, an employee may be granted leave to pursue treatment that involves time away from work for participation in residential, in-patient or out-patient services.

### **Article 24 Medical Fitness**

- 24:01** A physical examination by a duly qualified medical practitioner acceptable to MCFCS/MCFS is required for any employee in respect of whom the Employer, in writing, requires a physical examination.
- 24:02** MCFCS/MCFS may require an employee to have a psychiatric examination and/or a physical examination.
- 24:03** A duly qualified medical practitioner giving a psychiatric or physical examination shall complete the forms required by the MCFCS/MCFS pursuant to the Personal Health Information Act (PHIA) & the Freedom of Information and Protection of Privacy Act (FIPPA).

### **Article 25 Workers Compensation**

- 25:01** If an employee is absent from work as a result of an injury for which a Workers Compensation claim has been filed and provided the employee has sufficient sick leave credits, the following shall apply:

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

**25:02** Those employees who are on Workers Compensation beyond the fifteen (15) day period in Article 25:01 and who have sufficient sick leave, it is the intention of the parties that the employee's net salary will be maintained consistent as if they were in receipt of regular sick leave having regard for the non-taxable status of Workers Compensation allowances. Any additional payment amount required to maintain net salary will be chargeable to the employee's sick leave credits.

**25:03** 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.

**25:04** 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 MCFCS/MCFS if it is not covered by a medical plan or WCB or MPI.

## **Article 26 Bereavement Leave**

**26:01** An employee shall be entitled to bereavement leave of five (5) working days without loss of salary in the event of a death of a parent, step-parent, grandparent, spouse, child, step-child, grandchild, brother, sister, mother-in-law, father-in-law and any relative in the employee's household, or with whom the employee is residing.

- 26:02** An employee shall be entitled to bereavement leave of three (3) working days without loss of salary in the event of the death of an employee's sister-in-law, brother-in-law, cousin, aunt, uncle, niece, nephew, godchild and godparent, step brother, step sister, ward of the employee, son-in-law or daughter-in law.
- 26:03** An employee shall be entitled to bereavement leave of one (1) working day without loss of salary to attend a funeral:
- (a) As a pallbearer; or
  - (b) As a mourner. This provision for a mourner can only be utilized once per calendar year.
- 26:04** An employee who is entitled to bereavement leave under Articles 26:01, 26:02 and 26:03 during vacation leave may receive vacation credits equal to the number of days of bereavement leave granted.
- 26:05** Upon approval of the Executive Director or designate and where it is warranted, a maximum of two (2) days may be allowed for travelling time. Such leave to be with or without pay at the discretion of the Employer.

### **Article 27 Family Related Leave**

- 27:01** Employees requesting Family Leave shall contact their immediate supervisor and inform them of the reason for leave as soon as possible prior to the first day of the leave being requested. The immediate supervisor will contact the Director of Human Resources or designate to determine if the employee has the time required in their accumulated sick leave bank and may, if available, grant the leave up to a maximum of five (5) days.
- 27:02** The leave shall be for the purpose of attending to family responsibilities which are real, immediate and unavoidable and which necessitate the employee's absence from work.
- (a) The family responsibilities of the employee could not reasonably be accommodated by some other person or in some other way or at some other time.

- (b) The amount of leave is intended to cover the period until appropriate alternative arrangements can be made.

### **Article 28 Maternity Leave**

- 28:01** An employee who qualifies for maternity leave may apply for such leave in accordance with:
- (a) Has completed seven (7) continuous months of employment for or with MCFCS/MCFS;
  - (b) Submit to the Employer an application in writing for leave at least four (4) weeks before the day specified by her in the application as the day on which she intends to commence such leave; and
  - (c) Provide the Employer with a certificate of a duly qualified medical practitioner certifying that she is pregnant and specifying the estimated date of her delivery.
- 28:02** 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 certificate mentioned in Article 28:01(c);  
or
  - (b) A period of seventeen (17) weeks plus an additional period equal to the period between the date of delivery specified in the certificate mentioned in Article 28:01(c) and the actual date of delivery, if delivery occurs after the date mentioned in that certificate.
  - (c) MCFCS/MCFS may vary the length of maternity leave upon proper certification by the attending physician, and recommendation by the Employer.
- 28:03** An employee who has been granted maternity leave shall be permitted to apply up to a maximum of ten (10) days of her accumulated sick leave against the

Employment Insurance waiting period. Should the employee not return to work following her maternity leave for a period of employment sufficient to allow for re-accumulation of the number of sick days granted, the employee shall compensate the Employer for the balance of the outstanding days at the time of termination. Approved sick leave with pay granted during the period of return shall be counted as days worked.

- 28:04** During the period of maternity leave, benefits will not accrue. However, the period of maternity leave will count as service towards eligibility for vacation and sick leave entitlement.
- 28:05** Section 57 and Sections 60(1) through 60(4) inclusive of the Employment Standards Code respecting maternity leave shall apply “mutatis mutandis”.
- 28:06** Coverage under the employee extended health benefit plan may be extended during a maternity and/or parental leave period if the employee makes a written request to the Director of Human Resources prior to going on leave, and makes arrangements satisfactory to the Employer for payment in advance of the employee portion of the premiums.

### **Article 29 Parental Leave**

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

### **Article 30 Bridging of Service**

- 30:01** A regular employee who resigns as a result of the employee’s decision to raise a dependent child or children, and is re-employed, upon written notification to the Employer shall be credited with the length of service accumulated up to the time of resignation for the purposes of sick leave and vacation entitlement benefits as defined in this Agreement and based on service seniority. The following conditions shall apply:
- (a) The employee must have accumulated at least four (4) years of calendar service at the time of resigning.

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

### **Article 31 Court Leave**

- 31:01** An employee who is summoned for jury duty or who receives a summons or subpoena to appear as a witness in a court proceeding, other than a court proceeding occasioned by the employee's private affairs, shall be granted a leave of absence with pay for the required period of absence and all witness fees received by the employee shall be remitted to MCFCS/MCFS.
- 31:02** An employee or member of their immediate family required to appear in court as a result of charges being laid shall be given a leave of absence without pay to attend as required. The employee shall advise their immediate supervisor of the court date.

### **Article 32 Benefits and Retirement Savings**

- 32:01** MCFCS/MCFS shall provide a Group Retirement Savings Plan for eligible employees which shall be contributed to at the rate of three percent (3%) of regular salary by employees and an additional three percent (3%) of regular salary by the Employer for the term of this Agreement. Employees shall have the option of contributing more than three percent (3%) in which case any additional contributions will not be matched by the Employer.
- 32:02** MCFCS/MCFS shall provide a group insurance benefits plan (Benefits Plan) for full time eligible employees which shall include the following coverage:
- (a) Life Insurance
  - (b) Accidental Death and Dismemberment (AD&D)

- (c) Long Term Disability (LTD)
- (d) Extended Health
- (e) Dental Care

- 32:03** For the term of this Agreement the Benefits Plan shall include coverage limits at the same level as are in place at the time of signing subject only to continuing availability of such coverages from providers
- 32:04** Participation in the Benefits Plan by employees and access to any and all coverages shall be subject to the terms and conditions of the Benefits Plan policy document and determination by the Benefits Plan provider.
- 32:05** Premiums for the Benefits Plan shall be paid forty percent (40%) by employees and sixty percent (60%) by the Employer, the employees' portion being allocated firstly to the LTD premium cost.
- 32:06** Participation in the Benefits Plan and Group Retirement Savings Plan by eligible employees shall be mandatory.

### **Article 33 Part-time Employees**

**33:01 Vacation Leave**

- (a) Vacation leave credits shall accumulate and may be used in accordance with Article 21.
- (b) Vacation pay shall be calculated at the applicable accrual rate for all regular hours worked.

**33:02 Unpaid Leave**

All forms of unpaid leave as provided for in this Collective Agreement shall apply to part-time employees in the same manner as applied to full-time employees.

**33:03 Paid Leave**

All forms of paid leave as provided for in this Collective Agreement other than sick leave and vacation leave shall apply to part-time employees in the same manner as applied to full-time employees except that:



- (a) The leave period shall be calculated to run consecutively on all days the Agency is normally open for business whether or not part-time employee was scheduled to work on any particular day; and
- (b) The part-time employee will only receive pay for hours he/she normally scheduled to work during the leave period.

**33:04 Prorating Factor**

In prorating a leave under Articles 33:02 and 33:03, the factor used shall be determined by totalling the number of regularly scheduled hours the employee has worked in the preceding eight (8) weeks and dividing by three hundred twenty (320) (two hundred ninety [290]), i.e. eight (8) hours x eight (8) weeks x five (5) days:

$$\text{Prorating factor} = \frac{\text{Number of regularly scheduled hours the employee worked in the preceding eight (8) weeks}}{320 (290)}$$

**33:05 Sick Leave**

- (a) Sick leave shall accumulate in accordance with Article 22.
- (b) Part-time employees may claim payment from accumulated sick leave only for those hours they were scheduled to work but were unable to work due to illness.

**33:06 Benefits and Retirement Savings**

MCFCFS/MCFS shall provide a Group Insurance Benefits Plan (“Benefits Plan”) for part-time eligible employees which shall include the following coverage:

- (a) Life Insurance
- (b) AD&D
- (c) Extended Health
- (d) Dental Care

**33:07** For the term of this Agreement the Benefits Plan shall include coverage limits as follows, subject only to continuing availability of such coverages from providers:

- (a) Life Insurance - \$25,000
- (b) AD&D - \$25,000
- (c) Extended Health - levels at fifty percent (50%) of the levels available for full time eligible employees (Article 32).
- (d) Dental Care - levels at fifty percent (50%) of the levels available for full time eligible employees for basic and major (Article 32); orthodontics not covered.

**33:08** Participation in the Benefits Plan by employees and access to any and all coverages shall be subject to the terms and conditions of the Benefits Plan policy document and determination by the Benefits Plan provider.

**33:09** Premiums for the Benefits Plan shall be paid forty percent (40%) by employees and sixty percent (60%) by the Employer.

**33:10** MCFCFS/MCFS shall provide a Group Retirement Savings Plan for eligible employees which shall be contributed to at the rate of three percent (3%) of regular salary by employees and an additional three percent (3%) of regular salary by the Employer for the term of this Agreement. Employees shall have the option of contributing more than three percent (3%) in which case any additional contributions will not be matched by the Employer.

**33:11** Participation in the Benefits Plan and Group Retirement Savings Plan by eligible employees shall be mandatory.

**33:12** **Maternity Leave**

- (a) Regular part-time employees are eligible for maternity leave.
- (b) To qualify for maternity leave, calendar service is used, i.e. seven (7) months.
- (c) An employee who qualifies is eligible for the full calendar time leave provided under the Agreement, i.e. seventeen (17) weeks.
- (d) The application of ten (10) days sick leave towards the EI waiting period will be calculated by multiplying the number of days accumulated sick leave the employee has (up to ten [10] days) by the prorating factor.

### **Article 34 Health and Safety**

- 34:01** MCFCS/MCFS and the Union recognize that safety, accident prevention and the preservation of health are of primary importance in all operations and these activities require the combined efforts of Employer, employees and the Union.
- 34:02** MCFCS/MCFS will continue to provide its employees with safe working conditions, equipment and materials and will continue to ensure that all reasonable precautions are taken.
- 34:03** The Union will continue to make every effort to obtain the cooperation of each employee within the bargaining unit in the observation of all reasonable safety rules, practices and procedures.
- 34:04** Every employee shall take all reasonable precautions and follow all reasonable safety rules, practices and procedures in order to protect the employee's safety and health and the safety and health of any other persons who may be affected by the employee's acts or omissions at work.
- 34:05** The parties recognize the importance of establishing Workplace Health and Safety Committees to enhance the ability of employees and managers to resolve health and safety concerns. It is recognized that the initiative in requesting the establishment of a Workplace Health and Safety Committee may come from management and/or the employees in the workplace and/or the Union.
- 34:06** The Employer and employee recognize their obligations under the Manitoba Workplace Health & Safety Act and Regulations.

### **Article 35 Conduct of Employees**

- 35:01** Each employee shall observe standards of behaviour consistent with the employee's function and role as an MCFCS/MCFS employee and in compliance with the terms of this Agreement.
- 35:02** Where an employee is absent without leave for a period of four (4) working days, the employee shall be considered to have abandoned his or her position and shall

be deemed to have been terminated on the last day on which the employee was present at work and performed the employee's regular duties.

- 35:03** When an employee is habitually late or is absent during work hours without approved leave and fails to give satisfactory explanation for the lateness or absences, the Employer may take such disciplinary action, including suspension or dismissal, as is warranted.

### **Article 36 Disciplinary Action**

- 36:01** An employee shall only be disciplined for just cause.
- 36:02** An employee has the right to have a Union representative present at any meeting in which the employee is the subject of a disciplinary investigation and which forms part of the disciplinary investigation.
- 36:03** Where disciplinary action has been taken the employee shall be advised in writing of the disciplinary action. The employee shall sign a copy only to acknowledge its receipt and shall retain a copy.
- 36:04** An employee may grieve any disciplinary action according to the grievance procedure. Grievances concerning suspension or dismissal shall be initiated at Step 2 of the grievance procedure.
- 36:05** The person to whom a grievance is made, may:
- (a) Uphold the disciplinary action; or
  - (b) Vary the disciplinary action; or
  - (c) Determine that no disciplinary action is warranted and remove any document pertaining to the disciplinary action from the employee's file(s).
- 36:06** No notice or payment in lieu thereof is required where an employee is dismissed.

### **Article 37 Grievance Procedure**

**37:01** The parties to this Agreement recognize the desirability for prompt resolution of grievances through an orderly process without stoppage of work or refusal to perform work.

It is mutually agreed that an effort shall be made to resolve complaints through discussion before a written grievance is initiated.

**37:02** A “grievance” is defined as a complaint in writing concerning:

- (a) The application, interpretation or alleged violation of this Agreement;
- (b) The dismissal, suspension, demotion or written reprimand of an employee.

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

**37:03** If the Union fails to initiate or process a grievance within the prescribed time limits, the grievance will be deemed to be abandoned and all rights of recourse to the grievance procedure for that particular grievance shall be at an end. If management fails to reply to a grievance within the prescribed time limits, the Union may process the grievance to the next step. Either party may request an extension of the time limits providing such extension is requested prior to the expiry of the time allowed. An extension, if requested, shall not be unreasonably withheld.

**37:04** **Step 1**

- (a) Within fifteen (15) working days after the date upon which the employee was notified orally or in writing, or on which the employee first became aware of the action or circumstances giving rise to the grievance it may be presented to the Director or designate;
- (b) The Director or designate shall sign for receipt of the grievance and if the nature of the grievance is such that the Director or designate is authorized to deal with the grievance, the Director or designate shall issue a decision in writing to the employee and to the Union within fifteen (15) calendar days;

- (c) The Director or designate may hold a hearing to discuss the grievance with the employee and the employee's representative before giving a decision on the grievance;
- (d) If the nature of the grievance is such that a decision cannot be given below a particular level of authority, the Director or designate shall forward the grievance to the Executive Director and so inform the employee and the Union.

**37:05 Step 2**

- (a) If the grievance is not resolved satisfactorily at Step 1, the Union may submit the grievance to the Executive Director or designate within fifteen (15) working days of the receipt of the decision at Step 1;
- (b) The Executive Director or designate shall sign for receipt of the grievance and issue a decision in writing to the employee and to the Union within fifteen (15) calendar days of receipt of the grievance at Step 2;
- (c) The Executive Director or designate may hold a hearing to discuss the grievance with the employee and the employee's representative before giving a decision on the grievance at Step 2.

**37:06 Step 3**

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

**Article 38 Arbitration Procedure**

- 38:01** In the event that a grievance is not settled through the grievance procedure to the satisfaction of both parties, such matter shall be the subject of Arbitration in accordance with the provisions set out hereunder.
- 38:02** The procedure for arbitrating grievances shall be the procedure as set forth below:
  - (a) Either party, within ten (10) working days of receipt of a final decision by the other party, may give notice of its intention to refer the dispute to arbitration

- (b) All grievances which affect only an individual and all grievances concerning discipline shall be referred to a sole arbitrator. Policy grievances and/or grievances which involve an interpretation of the Collective Agreement which may have an impact on a group of individual bargaining unit members or the bargaining unit as a whole may, if either party requests, be referred to a three (3) person board of arbitration.
- (c) Where the party initiating the arbitration proceedings wishes to request arbitration by a single arbitrator, the notice referred to in Article 38:02(a) above shall so state:
  - (i) Where the party who receives the notice accepts the request for a single arbitrator, the parties will attempt to reach agreement on the selection of a single arbitrator within ten (10) working days.
  - (ii) Where the party who received the notice rejects the request for a single arbitrator or where the parties have failed to reach agreement on the selection of a single arbitrator within ten (10) working days, the party initiating the arbitration proceedings may submit the name of its appointee to the Board in accordance with Article 38:02(d) within ten (10) working days.
  - (iii) Where the parties have agreed to a single arbitrator, the single arbitrator shall be considered to be an arbitration board for purposes of this Article.
- (d) Where the party initiating the arbitration proceedings wishes to request arbitration by a three (3) person board, the notice referred to in Article 38:02(a) above shall contain the name of the first party's appointee to the Arbitration Board.

**38:03** The party receiving such notice shall within ten (10) working days notify the other party of its appointee to the Arbitration Board.

**38:04** The two (2) appointees so selected shall within fifteen (15) working days meet and name the neutral third member who shall be the Chairperson of the Board.

- 38:05** In the event the Employer fails to name an appointee, or if the two (2) appointees fail to agree upon a Chairperson within the applicable time limits, then at the request of either party, the appointment(s) shall be made by the Minister of Labour.
- 38:06** After the Arbitration Board has been formed by the foregoing procedure; it shall meet and hear the evidence of both sides, and render a decision after completion of the hearing. The decision of the majority shall be the decision of the Board. Where there is no majority decision, the decision of the Chairperson shall be the decision of the Board. The decision of the Board shall be final, binding and enforceable on all parties.
- 38:07** The Arbitration Board shall not be empowered to change by its decision any provisions of this Agreement or to set provisions of a new Agreement.

### **Article 39   Reclassification Procedure**

- 39:01** The employee will submit the request for reclassification to the Director of Human Resources, together with the following:
- (a) A current position description;
  - (b) The currently existing job classification being requested and reasons why that classification is appropriate; and
  - (c) Any other information in support of the request.
  - (d) The Director of Human Resources has twenty (20) working days following receipt of the request to reply and will confirm date of receipt.
- 39:02** Where the employee considers the reply from the Director of Human Resources to be unsatisfactory or where no reply is received within the prescribed time limits, the employee may proceed to Step 1 of the grievance process.
- 39:03** The time limits prescribed in this Article may be extended by mutual agreement of the employee and the party designated to respond.



## **Article 40 Employee Files**

- 40:01** Upon the written request of an employee, Human Resources shall make the employee's file available for the employee's full examination such request not to be made with unreasonable frequency. Such examination shall be in the presence of a representative of Human Resources. The employee has the option to have a representative present.
- 40:02** An employee may request a copy of specific documents on the employee's file. This provision shall not be unreasonably requested or denied.
- The employee shall reimburse the Employer for all such copies at the rate of fifteen cents (15¢) per page for copies in excess of fifty (50) pages.
- 40:03** Only one (1) file shall be kept and all records relating to an employee shall be retained on that file.

## **Article 41 Performance Appraisal**

- 41:01** Performance appraisals are a tool to be used in a positive manner to acknowledge an employee's performance levels and where necessary to identify and outline strategies for improvement. When performance appraisals are conducted, the following will apply:
- (a) Performance appraisals shall be in writing and the contents shall be discussed with the employee.
  - (b) The employee shall sign the performance appraisal for the sole purpose of indicating that they are aware of its contents.
  - (c) The employee shall have the right to add comments to be attached thereto.
  - (d) The employee shall be given a copy of the performance appraisal at their request.

## **Article 42 Contracting Out**

- 42:01** Where work is to be contracted out which would result in the redundancy of employees in the bargaining unit, then MCFCS/MCFS will provide the Union with three (3) months notice.
- 42:02** During the notice period, the Joint Labour Management Consultation Committee shall meet to discuss the reasons and possible alternatives to the proposed contracting out as well as to facilitate potential retraining and/or redeployment opportunities.

## **Article 43 Seniority**

- 43:01** “Seniority” means the length of service within MCFCS or MCFS as defined in this Article provided such service has not been broken by termination of the employee. Seniority shall accrue for employees in respect of an Agency and separate seniority lists shall be maintained by each Agency. An employee’s seniority with an Agency shall not constitute seniority for the purposes of the other Agency, unless said employee is the successful applicant to a position.
- (a) Seniority shall include only the following: accumulated service;
  - (b) Periods of workers compensation up to a maximum of two (2) years;
  - (c) Periods of maternity leave and/or parental leave and/or compassionate care leave;
  - (d) Periods of adoptive parent leave;
  - (e) Approved educational leave to a maximum of one (1) year;
  - (f) Any sick leave without pay necessary to satisfy the elimination period of the Long Term Disability Plan;
  - (g) Any other approved leaves without pay to a maximum accumulation of one hundred sixty (160) (one hundred forty-five [145]) hours in a calendar year; and

- (h) Periods of leave while on Long Term Disability Plan up to a maximum of twenty (20) months.

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

**43:02** An employee will lose all seniority when the employee:

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

**43:03** A seniority list will be prepared by April 1 up to and including December 31 of the previous year. The list will be electronically posted and all staff will be advised of posting and location.

**43:04** Grievances concerning the calculation of seniority must be filed at step 1 of the grievance procedure within twenty (20) working days of the date the employee became aware of the seniority calculation. Such grievances shall be restricted to the calculation of seniority in the calendar year immediately prior to the year in which the seniority list is posted.

#### **Article 44 Devolution and Transfer of Services**

- 44:01** In the event of the devolution or transfer of services provided by employees covered by this Agreement, the Union shall be notified no less than four (4) months prior to the transfer of employees. The parties will establish a joint committee to facilitate the orderly transfer of employees who are impacted.
- 44:02** Where the successorship provisions of The Labour Relations Act have been determined to apply, the provisions of this Agreement continue in effect for the affected employees until the expiry of the Agreement.
- 44:03** MCFCS/MCFS and the Union will work together with the successor Employer to negotiate a transition agreement respecting the administration and interpretation of this Agreement during the period required to negotiate a new Collective Agreement.
- 44:04** The provisions of this Article do not apply to seconded employees.

#### **Article 45 Layoff**

- 45:01** A “layoff” is defined as any reduction in an employee’s regular hours of work. When a layoff occurs the Employer shall provide the employee four (4) weeks written notice.
- 45:02** If a reduction of permanent employees is necessary, the Employer shall meet with and advise the Union of the proposed reduction and the jobs affected as soon as possible.
- 45:03** Both parties recognize that job security should increase in proportion to length of service. Therefore, in the event of layoff, permanent employees shall be laid off in the reverse order of their Agency seniority, within their position, within their service delivery region
- 45:04** The notice shall give the reasons for the layoff and its expected duration. If employees have not had the opportunity to work the days as provided in this Article, they shall be paid for the days for which work was not made available.

**45:05** Any permanent employee who receives a layoff notice may bump a less senior employee from the same or lower classification within their Agency.

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

**45:06** Employees who bump must possess the minimum qualifications and ability to perform the job.

**45:07** An employee who is entitled to displace another employee in accordance with the provisions of this Article may have a familiarization period in the new position. The purpose of the familiarization period of up to two (2) weeks is to allow the employee to become oriented to the specific duties of the position. The familiarization period is not intended to be a period during which an employee acquires the necessary qualifications and ability to enable the employee to displace another employee.

**45:08** Employees who do not exercise their right to bump will be laid off and subject to recall.

Each Agency shall maintain its own recall list.

**45:09** Employees, who bump to a lower classification, will be paid at the step in the new position which is closest but not greater than their current pay. They will retain eligibility for increases on their pre-existing anniversary date.

**45:10** Employees laid off shall be placed on a recall list for twelve (12) months. A copy will be furnished to the Union.

**45:11** Employees who accept an offer of recall into a lower classification will be offered reinstatement into their former classification, if such becomes available within six (6) months from the date of accepting the lower level position. The job, in such instances, will not be posted. Employees shall be reinstated at the step they had attained in their former classification. Employees rejecting the offer will relinquish any further right to reinstatement in their former classification.

- 45:12** Casual employees shall not be used to do work of laid off employees unless the laid off employee(s) refuses a recall.
- 45:13** When a laid off employee is on an Agency's recall list he/she may forward a written request to the Director of Human Resources of the other Agency covered under the provisions of this Collective Agreement to also be placed on the recall list of that other Agency. This request shall be allowed only if and for so long as the recall list of the other Agency has no names on it. If and for so long as a laid off employee is on both Agencies' recall lists he/she shall have all of the recall rights and obligations provided for in this Article in respect of both Agencies. In the event the laid off employee accepts an offer of recall to the other Agency he/she shall carry with them their calendar service for benefit purposes, all sick leave credits and accrued seniority.
- 45:14** A laid off employee may contact the Director of Human Resources for the Agency which employs the laid off employee within ten (10) working days of receiving the notice of layoff and request to be placed on the Agency's recall list. When a vacancy occurs within the laid off employee's Agency in the same position as the laid off employee held or within the laid off employee's Agency in a position within a pay classification with a lower maximum rate of pay the employee on the Agency's recall list with the most seniority who is fully qualified to fill the position without the necessity of further training shall be offered recall to the vacant position. In that event the laid off employee shall be offered the position by registered letter to their last indicated address on the personnel files of the Agency (the "offer of recall"). It shall be the employee's responsibility to advise the Agency of any change(s) in their address.
- 45:15** A laid off employee who receives an offer of recall will have five (5) working days from the date of receipt of the offer of recall, or seven (7) working days from the date the offer of recall is mailed by the Agency, whichever comes first, to contact the Director of Human Resources for the Agency and accept the offer. In the event the employee does not respond to the offer of recall within these timeframes the employee will be deemed to have declined it and will remain on the Agency's recall list and retain their seniority ranking subject to the provisions of Article 43.

In any event, if an employee declines three (3) offers of recall that employee shall be permanently removed from the recall list of the Agency.

- 45:16** No new employees shall be hired by an Agency to fill a position until any offers of recall required to be made to eligible employees in respect of that position have been concluded.

### **Article 46 Resignations**

- 46:01** An employee wishing to resign shall provide the Employer with a written notice of resignation which shall specify the last day upon which the employee will perform the employee's regular duties.
- 46:02** The effective date of a resignation shall be the last day upon which an employee is present at work and performs the employee's regular duties.
- 46:03** Notwithstanding Articles 46:01 and 46:02 an employee who is resigning may, with the approval of the Employer, be permitted to utilize paid leave in the form of vacation or banked time to be taken immediately prior to the employee's resignation date. In this circumstance, the effective date of resignation shall be deemed to be the last day of the employee's paid leave.
- 46:04** Subject to Articles 46:05, 46:06 and 46:07, where the last day on which an employee who has submitted a notice of resignation performs the employee's regular duties precedes a Friday which, but for the fact that a holiday falls thereon would be a regular working day, the employee shall be deemed to have voluntarily terminated the employee's service on that Friday and shall be eligible for holiday pay for that Friday.
- 46:05** Subject to Article 46:07 employees shall give written notice of resignation at least two (2) weeks prior to the date on which the resignation is to be effective. Notice of resignation shorter than the required two (2) weeks may only be given with the approval of the Employer.
- 46:06** An employee may, with the approval of the Employer, withdraw the notice of resignation at any time before the resignation becomes effective.

- 46:07** Where the employment of an employee terminates at the end of a specific term of employment, or on the completion of a job for which the employee was specifically employed, no notice of resignation is required.
- 46:08** Employees are required to return all materials, equipment, keys etc. belonging to the Employer at or prior to the date of resignation.

#### **Article 47 Work at Home**

- 47:01** Working at home may be required by the Employer as a condition of a particular position. In that case working at home shall not affect the employment status of any employee and a person who would not otherwise be an employee will not become one because they are performing work at home. Similarly, it will not prevent a person from remaining or becoming an employee if they otherwise would be an employee.
- 47:02** MCFCS/MCFS shall supply the equipment and supplies necessary for an employee to work at home if working at home is required of the employee and shall be responsible for the insurance and maintenance costs of such equipment. The employee will be required to exercise all reasonable measures to protect such equipment in his/her possession.
- 47:03** All provisions of the Agreement apply to work at home arrangements except as otherwise agreed by the parties.
- 47:04** MCFCS/MCFS reserves the right to attend at the employee's home with reasonable notice to inspect and repair its equipment as necessary.

#### **Article 48 Loss Of or Damage To Personal Effects**

- 48:01** Where an employee, because of the action of a client of MCFCS/MCFS, suffers damage to, or loss of, eye-glasses, false teeth, a watch or other personal effects usually carried to work by the employee in the performance of the employee's duties including clothing but not including underwear, the employee shall be reimbursed at:



- (a) Full replacement cost provided that the item that is lost or damaged beyond repair has been purchased within six (6) months of the incident;
- (b) If the item has been purchased within six (6) months to two (2) years of the incident, at eighty-five percent (85%) of the replacement cost;
- (c) At seventy-five percent (75%) of the replacement cost in all other cases.

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

- 48:02** All incidents of loss of, or damage to personal effects as mentioned in Article 48:01, shall be reported in writing by the employee whose personal effects are lost or damaged to the Employer within twenty-four (24) hours of the incident.
- 48:03** Each incident respecting loss of, or damage to, personal effects as mentioned in Article 48:01 shall be assessed separately, and the Employer shall recommend the amount of compensation that should, in the Employer's opinion, be paid in respect of each incident.
- 48:04** Employees are responsible for any personal effects which are brought to their place of work and are not specifically required in the course of their employment; and no claim for compensation will be considered for loss or theft of or damage to personal effects or clothing other than damage to clothing that occurs as a result of an accident, normal wear and tear excepted.
- 48:05** Employees suffering loss of, theft of, or damage to tools, equipment, personal effects or clothing incurred when they are away from their normal place of work while on a business or field trip may claim compensation only for such items as are necessary in day-to-day living in the course of their employment away from their normal place of work.
- 48:06** Where compensation is available from an employee's personal insurance or otherwise for the loss or theft of or damage to the employee's tools, equipment or personal effects or for luxury items, the deductible portion may be claimed.

**48:07** Every claim for compensation made pursuant to Articles 48:05 and 48:06, will be considered for approval by the Employer. The claim shall indicate:

- (a) The name of the claimant, position classification, normal place of work and type of work the position entails;
- (b) Identification as to category - loss, theft, damage - and full particulars as to when, and how the loss, theft or damage took place, with any other relevant particulars;
- (c) Justification for the claim in accordance with Articles 48:05 and 48:06;
- (d) A certification by the claimant that all items lost, stolen or damaged are not covered by any form of insurance, or if they are covered, the amount of the deductible for which reimbursement is being claimed under this Article.

**48:08** Claims shall be paid in accordance with Article 48:01.

#### **Article 49 Acting Status**

**49:01** Where the Employer directs an employee employed in one (1) position to temporarily take over the duties and responsibilities of some other position having a higher grade of pay, and provided the employee takes over and continues to perform for ten (10) or more consecutive working days the duties and responsibilities of that other position, the employee shall be appointed temporarily to that other position with acting status and shall be paid at the rate of pay for that other position from the date of taking over the duties and responsibilities of that other position until the temporary appointment is revoked.

The employee shall be paid at the first increment level of the position they are performing on an acting basis so long as that rate of pay represents an increase in pay for that individual which is equal to or greater than the difference between the increments within the individual's original position classification.

Upon the temporary appointment being revoked the employee shall, unless appointed or promoted to some other position, revert to the employee's original position and be paid at the rate of pay for the employee's original position that the

employee would be paid if the employee had never held the temporary appointment.

- 49:02** For purposes of interpretation of this Article, “duties and responsibilities” means the duties and responsibilities that would have been performed by the incumbent during the period in which the incumbent had been replaced.
- 49:03** Where an acting status appointment to a position within the bargaining unit will exceed twelve (12) continuous months, MCFCS/MCFS will notify the Union of the reasons. A meeting may be held to discuss the matter at the request of the Union. The employee who is in an acting status may attend at the request of either party.
- 49:04** Article 49:03 does not apply where an employee is replacing an employee who is absent for any reason.

### **Article 50 Job Descriptions and Job Classifications**

- 50:01** The Employer agrees to provide the Union with job descriptions for all positions for which the Union is the bargaining agent, within six (6) months of ratifying this Collective Agreement.
- 50:02** Where a new position is created within the bargaining unit, or an existing position is changed significantly, the Employer shall provide the Union with a copy of the new or revised job description.
- 50:03** The Union and the Employer shall negotiate the rate of pay for any new classifications.
- 50:04** Failing agreement on the appropriate rate of pay, the dispute may be referred to arbitration in accordance with the arbitration article.
- 50:05** If the salary range on a new or revised position is adjusted, such adjustment shall be retroactive to the date the new or revised position came into effect.

**Article 51 Northern Allowance and Transportation**

**51:01** Remoteness allowances shall be paid to qualified employees as follows:

- (a) The remoteness allowance is applicable to the location of the Employer's office.
- (b) Eligibility claim: a notarized eligibility claim, in a standard format to be determined by the government in accordance with the provisions of this Article for the payment of dependant's or single rate of allowances shall be submitted to the Employer when first requesting the allowance, and renewed not less frequently than annually thereafter, normally prior to the fiscal year or where any change in dependents claimed arises.
- (c) The single allowance will be paid to employees that have established a residence and maintain a home in a location designated as a remote location and who are eligible for the payment of a remoteness allowance.
- (d) The dependant allowance will be paid to employees supporting one (1) or more dependents where a dependent includes:
  - (i) Marital partner living with and dependent on the employee for main and continuing support;
  - (ii) An unmarried child under eighteen (18) years of age;
  - (iii) An unmarried child over eighteen (18) years but less than twenty-one (21) years if in full time attendance at school or university or similar educational institution;
  - (iv) An unmarried child of any age who is infirm (i.e. has impairment in physical or mental function), provided such a child is dependent on the employee for support.
  - (v) There is a presumption of marriage evidenced by co-habitation. If a marriage contract is not in existence, a common-law arrangement between the marital partners must have been in existence for at least one (1) year prior to the application for dependant's rate.

(vi) Where both marital partners are employees of the Employer to which this Agreement covering remoteness allowances apply, the allowance will be paid to one (1) partner only. Payment will be made to the permanent employee, if the other partner is temporary or the first employee to be hired on a permanent basis, otherwise to the first employee hired. Where specially requested by both employees in writing, the dependant's rate may be divided and equal amounts (to the nearest cent) paid to each employee.

**51:02** Rates will be altered in accordance with the Civil Service Master Agreement (GEMA), inclusive of effective dates.

### **Article 52 Professional Development & Training**

**52:01** MCFCS/MCFS recognizes that additional and continuing education of employees is desirable as a means of enhancing client care and improving the effectiveness of employee performance.

**52:02** Where the Employer requires attendance, during regular working hours, at any educational training course or program, conference, workshop or seminar, the employee shall be granted necessary paid education leave to attend and be reimbursed expenses related thereto in accordance with MCFCS/MCFS policy.

**52:03** Where additional training outside regular work hours is approved by the Employer, the employee shall pay all costs of the training (tuition, registration fees, books, etc.) for the courses specified and approved by the Employer. Upon successful completion of such courses, as verified by final transcript, the Employer shall reimburse the employee for such costs of the approved training, not including wages.

**52:04** The Employer may require an employee to enter into a Return of Service Agreement for any training approved for reimbursement of costs and/or paid leave by the MCFCS/MCFS. Such agreements shall specify a period of time an employee who receives reimbursement for an approved course must remain in active employ of the Employer. Should an employee fail to complete the length of

employment as specified in the Return of Service Agreement, they would be required to reimburse MCFCS/MCFS for funds provided for their educational leave in whole or on a prorata basis.

**52:05** The Employer may grant paid time off to an employee in an approved program for the purposes of study, attendance, and/or preparation.

### **Article 53 Spiritual Health**

**53:01** MCFCS/MCFS offers a total of three (3) wellness days off, with pay, per fiscal calendar year (April 1 to March 31) to all of its employees, except casual employees.

**53:02** Wellness days will not accumulate on any type of unpaid leave.

### **Article 54 Leave of Absence With or Without Pay**

**54:01** This leave shall be utilized when all other leave benefits have been exhausted.

**54:02** A leave of absence with or without pay may be granted upon written request setting out the reasons for the leave, date of commencement and date of return to the immediate supervisor and the Director of Human Resources. An employee shall give four (4) weeks' notice except in an emergency. MCFCS/MCFS shall notify the employee of approval or denial of the leave of absence request within one (1) week of the receipt of the request. Such requests shall not be unreasonably denied.

**54:03** An employee who is granted a leave of absence for ten (10) weeks or less, will be returned to his/her former position upon his/her return at his/her former increment step.

**54:04** An employee, who is granted leave of absence between ten (10) and twenty-six (26) weeks, will be returned to his/her former classification at his/her former increment step.

**54:05** An employee who is granted a leave of absence for a period of over twenty-six (26) weeks, and unless the Employer makes a specific commitment as to the conditions

under which an employee who is granted such leave of absence will be employed on his/her return, shall be required to compete for any vacant positions, and if successful be credited with the length of service accumulated at the time of their leave for the purposes of sick leave and vacation entitlement benefits, as defined in this Agreement.

- 54:06** In the event of serious family illness/crisis and when the affected employee has exhausted all other leave avenues, the employee may request leave of absence without pay and such a request shall not be unreasonably denied. Further, the employee shall be guaranteed the right to return to their former position within the first three (3) months of the commencement of the leave. For the following six (6) months the employee will be returned to a comparable position if available and if the employee is qualified to perform the position.
- 54:07** The employee may be eligible for the continuation of group benefits while on leave of absence without pay subject to the approval of the Director, Human Resources. If granted, the employee is responsible for one hundred percent (100%) of the group benefit premiums while off on leave. An agreement for the payment of premiums shall be signed by the employee prior to taking the leave.
- 54:08** Where an employee requests to return to work prior to the expiry date of the leave of absence as set out and approved in the request, the Employer shall have no obligation to return the employee to work until such time as the leave of absence would have expired.

### **Article 55 Inclement Weather**

- 55:01** In the event that weather conditions prevent scheduled employees to report to work, reasonable measures will be taken to minimize the financial impact upon these individuals as soon as reasonably possible.
- 55:02** Employees who cannot report to work due to inclement weather are not paid for such work missed. If possible and as soon as it is practical, upon request the employee may be scheduled to work an equal amount of compensating time (at

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

### **Article 56 Civil Liability**

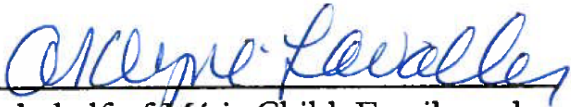
**56:01** If an action or proceeding is brought against any employee covered by this Agreement for an alleged tort committed by the employee in the performance of the employee's duties, then the normal legal principles of vicarious liability shall apply.

The Employer shall maintain liability insurance that shall provide adequate coverage for all employees.

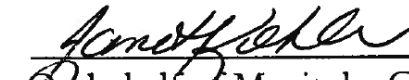


IN WITNESS WHEREOF A representative of Métis Child, Family and Community Services Agency and Michif Child and Family Services Inc. has hereunto set their hand for, and on behalf of, Métis, Child, Family and Community Services Agency and Michif Child and Family Services Inc, and Janet Kehler, Staff Representative of Manitoba Government and General Employees Union, has hereunto set her hand for, and on behalf of, Manitoba Government and General Employees' Union.

Signed this 3rd day of February, 2014.



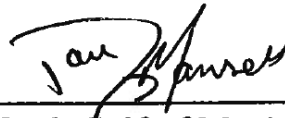
On behalf of Métis Child, Family and Community Services Agency



On behalf of Manitoba Government and General Employees' Union



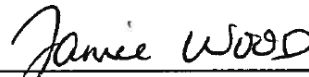
On behalf of Métis Child, Family and Community Services Agency



On behalf of Manitoba Government and General Employees' Union



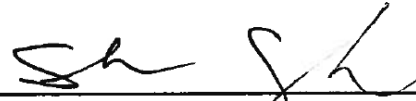
On behalf of Michif Child and Family Services Inc.



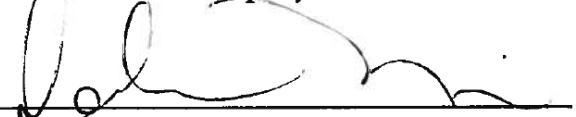
On behalf of Manitoba Government and General Employees' Union



On behalf of Michif Child and Family Services Inc.



On behalf of Manitoba Government and General Employees' Union



On behalf of Manitoba Government and General Employees' Union

## Appendix "A" - Casual Employees

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

Article 1 - Definitions: limited to those terms that are relevant to the provisions of this Article.

Article 4 - Application

Article 5 - No Discrimination

Article 6 - Management Rights

Article 9 - Union Security

Article 17 - Overtime

Article 18 - Shift Premium

Article 20 - Holidays

- Provisions respecting one and one-half times (1½x) for hours worked on the listed holidays only.
- All other provisions in accordance with Employment Standards Code.

Article 35 - Conduct of Employees

Article 36 - Disciplinary Action

Article 37 - Grievance Procedure: applies to the provisions of this Article except Article 1:02 below.

Article 38 - Arbitration Procedure: applies to the provisions of this Article except Article 1:02 below.

Article 40 - Employee Files

Article 48 - Loss or Damage to Personal Effects

Article 56 - Civil Liability

- 1:02 There shall be no obligation for the Employers to offer work to a casual employee or for a casual employee to accept work that is offered. These decisions shall be in the absolute discretion of the Employers and casual employees, and shall not be subject to the Grievance and Arbitration procedure.
- 1:03 A casual employee who has not worked for a period of forty-five (45) calendar days may be terminated at the sole discretion of the Employer.

**Appendix “B” - Privately Owned Vehicles**

1:01 Terms and Conditions, as well as rates will be altered in accordance with Memorandum #15 and Appendix “E” of the Civil Service Master Agreement (GEMA), inclusive of effective dates.

## Appendix “C” - Vehicles Required as a Condition of Employment

- 1:01 Where an employee is required as a condition of employment to provide a personal vehicle for use in carrying out the employee’s duties on behalf of MCFCS/MCFS, then the provisions of this Appendix shall apply.
- 1:02 An employee who is required to use their own vehicle for MCFCS/MCFS business shall be responsible for arranging and paying insurance coverage for this purpose as may be required by Manitoba Public Insurance Corporation and such insurance shall include a minimum of \$2,000,000 public liability and property damage. Employees will be required to provide proof of such insurance to MCFCS/MCFS, and will be reimbursed for the difference between basic liability insurance and \$2,000,000 liability insurance. Claims for reimbursement of the additional expense of the increases coverage should be submitted on the MCFCS/MCFS expense claim form.
- 1:03 MCFCS/MCFS agrees to compensate employees for damage to the employee’s vehicle providing such damage was incurred during the performance of the duties as an employee of MCFCS/MCFS and providing the damage is not covered by insurance. For damage covered by insurance, MCFCS/MCFS shall pay the insurance deductible to a maximum of two hundred dollars (\$200).

## **Appendix “D” - Meals and Miscellaneous Expenses**

Terms and Conditions, as well as rates will be altered in accordance with the Civil Service Master Agreement (GEMA) Appendix F, inclusive of effective dates, with respect to the following:

- Meals - Eligibility for Claims
- Meal Expenses - Travel Within the Province
- Meal Allowances During Overtime Work
- Incidental Allowance
- Miscellaneous Expenses During Travel
- Definitions
- Accommodations

### **Private Accommodations**

1:01 For employees traveling on MCFCS/MCFS business who utilize private accommodations, they shall be allowed to bill forty-five dollars (\$45) per night of accommodation.

### **Cell Phone Reimbursement**

2:01 An employee who is authorized to use a cell phone for work purposes, (Service Use or safety reasons), is entitled to claim twenty-five (\$25) dollars per month. Employees shall submit a statement of cost for reimbursement.

**Memorandum of Agreement #1**

*between*

**Métis Child, Family and Community Services (MCFCS)  
&  
Michif Child and Family Services (MCFS)**

*and*

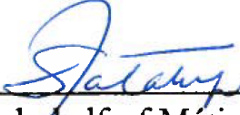
**Manitoba Government and General Employees' Union**

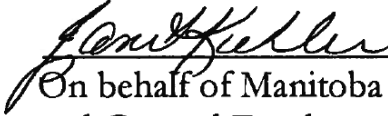
**Re: Harassment/Respectful Workplace Policy/ Staff Investigation**

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MCFCS/MCFS agrees to develop a policy, in consultation with staff, regarding allegations of harassment, as well as respectful workplace issues and including provisions regarding staff investigation procedures within nine (9) months of signing of this Collective Agreement. The policy will provide direction on reporting and investigation procedures.

Signed this 3rd day of February, 2014.

  
\_\_\_\_\_  
On behalf of Métis Child, Family and  
Community Services Agency

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

  
\_\_\_\_\_  
On behalf of Michif Child and Family  
Services Inc.

**Memorandum of Agreement #2**

*between*

**Métis Child, Family and Community Services (MCFCS)**

**&**

**Michif Child and Family Services (MCFS)**

*and*

**Manitoba Government and General Employees' Union**

**Re: Non Regular Hours of Work Shelters and/or Group Facilities**


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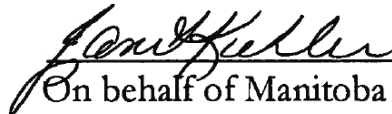
- (1) The parties agree that eight (8) hour and/or twelve (12) hour shifts will be established and/or continued.
- (2) The parties agree that, other than in exceptional circumstances a minimum of two (2) staff will be available to work evening or night shift (majority of shift hours between 4:30 p.m. and 8:30 a.m.) and staff can be moved from one (1) location to another based on operational requirement.
- (3) The Employer will develop and post the employee schedule at least two (2) weeks in advance of the start of the schedule unless agreed to by the parties that a shorter or longer time frame was required.
- (4) In the case of eight (8) hour shifts and twelve (12) hour shifts, meal breaks will be paid.
- (5) All shift schedules shall average no more than forty (40) hours per week over a maximum period of five (5) weeks in which case no overtime pay shall accrue. No employee will be scheduled for more than forty-eight (48) hours in a week.



- (6) For the purposes of calculating vacation credits, as well as other forms of paid leave, employees working non-regular shifts shall be deemed to work an average of eight (8) hours per day.
- (7) This Agreement will remain in force and effect for the duration of the Collective Agreement.

Signed this 3rd day of February, 2014.

  
\_\_\_\_\_  
On behalf of Métis Child, Family and  
Community Services Agency

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

  
\_\_\_\_\_  
On behalf of Michif Child and Family  
Services Inc.

**Memorandum of Agreement #3**

*between*

**Métis Child, Family and Community Services (MCFCS)**

**&**

**Michif Child and Family Services (MCFS)**

*and*

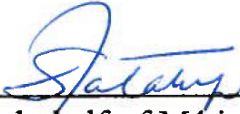
**Manitoba Government and General Employees' Union**

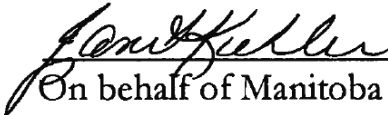
**Re: Staff Investigations - Allegations of Inappropriate Behaviour or Wrongdoing  
by an Employee**

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By this letter, MCFCS and MCFS confirm that employees who are the subject of allegation(s) of inappropriate behaviour or wrongdoing (whether by internal or external agencies) if suspended pending investigation will normally be suspended with pay. In any event, these situations will be reviewed by the Executive Director of the Agency involved to ensure appropriateness and consistency of application of any policy in this regard.

Signed this 3rd day of February, 2014.

  
\_\_\_\_\_  
On behalf of Métis Child, Family and  
Community Services Agency

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

  
\_\_\_\_\_  
On behalf of Michif Child and Family  
Services Inc.

**Memorandum of Agreement #4**

*between*

**Métis Child, Family and Community Services (MCFCS)  
&  
Michif Child and Family Services (MCFS)**

*and*

**Manitoba Government and General Employees' Union**

**Re: Parking Policy**

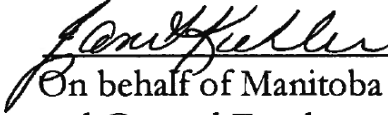
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The Employer agrees to provide independent parking passes for staff parking at 2000 Portage and 1975 Portage (Assiniboine Hotel parking lot).

Parking at 2000 Portage is intended for staff at 2000 Portage who are required to bring a vehicle to work and whose work requires them to travel throughout the day.

Signed this 3rd day of February, 2014.

  
\_\_\_\_\_  
On behalf of Métis Child, Family and  
Community Services Agency

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

  
\_\_\_\_\_  
On behalf of Michif Child and Family  
Services Inc.

**Memorandum of Agreement #5**

*between*

**Métis Child, Family and Community Services (MCFCS)**

**&**

**Michif Child and Family Services (MCFS)**

*and*

**Manitoba Government and General Employees' Union**


**Re: Orientation /Training for Shelter Staff**

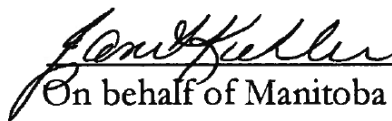
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The Employer will develop a policy/procedure manual for shelter staff to ensure financial accountability and safe medication distribution. Such manual shall be completed and distributed to staff within ninety (90) days of ratification. Immediately thereafter, they will also provide training on same.

The Employer will also provide all shelter staff with a First Aid course and Non-violent Crisis Intervention (NVC I) training within the first six (6) months of employment.

Signed this 3rd day of February, 2014.

  
\_\_\_\_\_  
On behalf of Métis Child, Family and  
Community Services Agency

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

  
\_\_\_\_\_  
On behalf of Michif Child and Family  
Services Inc.

## Salary Schedules

Classification	Step 1	Step 2	Step 3	Step 4	Step 5	Step 6	Step 7	Step 8	Step 9	Step 10
Accounting Clerk AK1	39,264 1,505.10 20.76	40,361 1,547.15 21.34	41,439 1,588.48 21.91	42,498 1,629.08 22.47	43,708 1,675.48 23.11	44,919 1,721.88 23.75				
Accounting Clerk 2 AK2	44,975 1,724.05 23.78	46,337 1,776.25 24.50	47,529 1,821.93 25.13	48,815 1,871.23 25.81	50,195 1,924.15 26.54	51,690 1,981.43 27.33				
Administrative Officer 1 AO1	45,108 1,729.13 23.85	46,394 1,778.43 24.53	47,774 1,831.35 25.26	49,307 1,890.08 26.07	51,103 1,958.95 27.02	52,994 2,031.45 28.02				
Admin Secretary 2 AY2	33,287 1,276.00 17.60	34,006 1,303.55 17.98	34,838 1,335.45 18.42	35,727 1,369.53 18.89	36,824 1,411.58 19.47	37,732 1,446.38 19.95				
Admin Secretary 3 AY3	37,996 1,456.53 20.09	38,999 1,494.95 20.62	40,096 1,537.00 21.20	41,193 1,579.05 21.78	42,290 1,621.10 22.36	43,424 1,664.60 22.96				
Clerk 4 CL4	44,711 1,713.90 23.64	45,789 1,755.23 24.21	47,018 1,802.35 24.86	48,191 1,847.30 25.48	49,571 1,900.23 26.21	50,914 1,951.70 26.92				
Facility Manager 3 FM3	46,769 1,792.80 24.73	48,647 1,864.80 25.72	50,859 1,949.60 26.89	53,092 2,035.20 28.07	55,075 2,111.20 29.12	57,162 2,191.20 30.22	58,811 2,254.40 31.10	60,668 2,325.60 32.08		
Health Social Development Specialist 1 HS1	39,491 1,513.80 20.88	40,720 1,560.93 21.53	42,195 1,617.48 22.31	43,670 1,674.03 23.09	45,127 1,729.85 23.86	46,753 1,792.20 24.72				
Planning Program Analyst 3 PM3	60,314 2,312.03 31.89	62,527 2,396.85 33.06	64,872 2,486.75 34.30	67,387 2,583.18 35.63	70,054 2,685.40 37.04	72,759 2,789.08 38.47	75,804 2,905.80 40.08			
Resource Ext Officer 1 RX1	45,172 1,729.83 23.86	46,753 1,792.20 24.72	48,342 1,853.10 25.56	50,157 1,922.70 26.52	52,049 1,995.20 27.52	53,959 2,068.43 28.53				
Social Services Worker 2 SP2	43,027 1,649.38 22.75	44,521 1,706.65 23.54	46,016 1,763.93 24.33	47,680 1,827.73 25.21	49,344 1,891.53 26.09	51,141 1,960.40 27.04				
Social Services Worker 3 SP3	46,923 1,798.73 24.81	38,644 1,864.70 25.72	50,290 1,927.78 26.59	52,162 1,999.55 27.58	54,129 2,074.95 28.62	56,134 2,151.80 29.68	58,139 2,228.65 30.74	60,446 2,317.10 31.96		

Classification	Step 1	Step 2	Step 3	Step 4	Step 5	Step 6	Step 7	Step 8	Step 9	Step 10
Social Services Worker 4 SP4	51,765 1,984.33 27.37	53,637 2,056.10 28.36	55,491 2,127.15 29.34	57,515 2,204.73 30.41	59,614 2,285.20 31.52	61,751 2,367.13 32.65	64,059 2,455.58 33.87	66,631 2,554.18 35.23	69,184 2,652.05 36.58	71,794 2,752.10 37.96
Social Services Worker 5 SP5	59,765 2,291.00 31.60	61,959 2,375.10 32.76	64,588 2,475.88 34.15	66,896 2,564.33 35.37	69,506 2,664.38 36.75	72,191 2,767.33 38.17	75,104 2,878.98 39.71	77,960 2,988.45 41.22	81,137 3,110.25 42.90	

### Shelter and Family Support Workers

Classification	Hours	Step 1	Step 2	Step 3	Step 4	Step 5	Step 6	Step 7
Assistant House Manager AHM	80	39,495 1,519.07 18.99	40,714 1,565.93 19.57	42,191 1,622.74 20.28	43,669 1,679.59 20.99	45,127 1,735.66 21.70	46,763 1,798.60 22.48	
Emergency Assessment Unit Team Leader EAUTL	80	38,297 1,472.99 18.41	40,186 1,545.63 19.32	42,579 1,637.69 20.47	45,149 1,736.51 21.71	47,872 1,841.24 23.02	50,726 1,951.04 24.39	53,801 2,069.28 25.87

Classification	Hours	Step 1	Step 2	Step 3	Step 4	Step 5	Step 6	Step 7	Step 8
			Completion of 2,080 Hours	Completion of 4,160 Hours	Completion of 6,240 Hours	Completion of 8,320 Hours	Completion of 10,400 Hours	Completion of 12,480 Hours	Completion of 14,560 Hours
Drivers DR1	80	11.30	12.33	13.36	14.39				
Support & Youth Care Workers SYCW	72.50	27,662 1,063.94 14.68	29,334 1,128.23 15.56	31,085 1,195.59 16.49	32,936 1,266.78 17.47	34,926 1,343.32 18.53	37,314 1,435.17 19.80	39,244 1,509.41 20.82	41,593 1,599.73 22.07
Support & Youth Care Workers SYCW	80	30,524 1,174.00 14.68	32,369 1,244.95 15.56	34,301 1,319.27 16.49	36,343 1,397.82 17.47	38,539 1,482.28 18.53	41,174 1,583.63 19.80	43,305 1,665.56 20.82	45,896 1,765.22 22.07