

Collective Agreement

Between

CFS Western Social Work Assistants

And

Manitoba Government and General Employees' Union

Local 461

June 18, 2024 to March 19, 2027

Table of Contents

Article 1	Definitions	1
Article 2	Application of Agreement	3
Article 3	Recognition	3
Article 4	Management Rights.....	3
Article 5	Union Dues.....	3
Article 6	Union Business	4
Article 7	Rights of Stewards.....	5
Article 8	No Discrimination	6
Article 9	Probation	6
Article 10	Pay and Classifications	7
Article 11	Merit Increases.....	9
Article 12	Performance Appraisal.....	10
Article 13	Disciplinary Action.....	10
Article 14	Resignations and Abandonment of Position.....	11
Article 15	Hours of Work.....	12
Article 16	Overtime	12
Article 17	Seniority.....	13
Article 18	Layoffs	14
Article 19	Postings	15
Article 20	Acting Status.....	16
Article 21	Paid Holidays	16
Article 22	Vacation.....	18
Article 23	Sick Leave and Wellness Days.....	20
Article 24	Workers Compensation.....	23
Article 25	Court Leave	24
Article 26	Bereavement Leave	25
Article 27	Adoptive Parent Leave	25
Article 28	Paternity Leave.....	26

Article 29	Maternity Leave and/or Parental Leave.....	26
Article 30	Harassment and Respectful Workplace	28
Article 31	Technological Change	29
Article 32	Contracting Out and Job Security.....	30
Article 33	Loss of or Damage to Personal Effects	31
Article 34	Civil Liability	31
Article 35	Criminal Liability	32
Article 36	Grievance Procedure	32
Article 37	Grievance Arbitration Procedure	35
Article 38	General Provisions.....	39
Article 39	Dental Plan.....	40
Article 40	Severance Pay	40
Article 41	Education Leave.....	41
Article 42	Duration and Renegotiation of Agreement.....	43
Article 43	Health and Safety	43
Article 44	Leave of Absence.....	47
Article 45	Term Employment.....	47
Article 46	Compassionate Care Leave.....	47
Article 47	Domestic Violence Leave.....	48
	Memorandum of Agreement #1.....	50
	Re: Wage Increases, Retroactive Payment, adjustments to Salary Schedule and Signing Bonus	
	Memorandum of Agreement #2	52
	Re: LTD Plan	
	Memorandum of Agreement #3	53
	Re: Extended Health Care Benefits Plan	
	Memorandum of Agreement #4	54
	Re: Employee Assistance Program	
	Memorandum of Agreement #5	55
	Re: Sick Leave	

Memorandum of Agreement #6 55
 Re: Health Spending Account and Personal Spending Account

Memorandum of Agreement #7 59
 Re: Vehicles for Work Use

Information Memorandum 61
 Re: Article 40 - Dental Plan

Salary Schedule..... 62

Alphabetical Table of Contents

Article 20	Acting Status.....	16
Article 27	Adoptive Parent Leave	25
Article 2	Application of Agreement	3
Article 26	Bereavement Leave	25
Article 34	Civil Liability	31
Article 46	Compassionate Care Leave.....	47
Article 32	Contracting Out and Job Security.....	30
Article 25	Court Leave	24
Article 35	Criminal Liability	32
Article 1	Definitions	1
Article 39	Dental Plan.....	40
Article 13	Disciplinary Action.....	10
Article 47	Domestic Violence Leave.....	48
Article 42	Duration and Renegotiation of Agreement.....	43
Article 41	Education Leave.....	41
Article 38	General Provisions.....	39
Article 37	Grievance Arbitration Procedure	35
Article 36	Grievance Procedure	32
Article 30	Harassment and Respectful Workplace	28
Article 43	Health and Safety	43
Article 15	Hours of Work.....	12
Article 18	Layoffs	14
Article 44	Leave of Absence.....	47
Article 33	Loss of or Damage to Personal Effects	31
Article 4	Management Rights.....	3
Article 29	Maternity Leave and/or Parental Leave.....	26
Article 11	Merit Increases	9
Article 8	No Discrimination	6

Article 16	Overtime	12
Article 21	Paid Holidays	16
Article 28	Paternity Leave.....	26
Article 10	Pay and Classifications	7
Article 12	Performance Appraisal.....	10
Article 19	Postings	15
Article 9	Probation	6
Article 3	Recognition	3
Article 14	Resignations and Abandonment of Position.....	11
Article 7	Rights of Stewards.....	5
Article 17	Seniority	13
Article 40	Severance Pay	40
Article 23	Sick Leave and Wellness Days.....	20
Article 31	Technological Change	29
Article 45	Term Employment.....	47
Article 6	Union Business	4
Article 5	Union Dues.....	3
Article 22	Vacation.....	18
Article 24	Workers Compensation.....	23
	Memorandum of Agreement #1.....	50
	Re: Wage Increases, Retroactive Payment, adjustments to Salary Schedule and Signing Bonus	
	Memorandum of Agreement #2	52
	Re: LTD Plan	
	Memorandum of Agreement #3	53
	Re: Extended Health Care Benefits Plan	
	Memorandum of Agreement #4	54
	Re: Employee Assistance Program	
	Memorandum of Agreement #5	55
	Re: Sick Leave	

Memorandum of Agreement #6 56
 Re: Health Spending Account and Personal Spending Account

Memorandum of Agreement #7 59
 Re: Vehicles for Work Use

Information Memorandum 61
 Re: Article 40 Dental Plan

Salary Schedule 62

This Agreement signed this 16th day of July, 2024.

between

CFS Western Manitoba Social Work Assistants

(hereinafter referred to as the “Employer”)

of the first part

and

The Manitoba Government and General Employees’ Union

(hereinafter referred to as the “Union”)

of the second part

Witnesseth

That for the purpose of promoting cooperation and understanding between the Employer and its employees affected hereby, and to recognize the mutual value of joint discussion and negotiations with respect to compensation and working conditions of employees, the parties to this Agreement agree as follows:

Article 1 Definitions

- 1:01** “Employee” means a person employed by the Employer within the scope of this Agreement.
- 1:02** “Casual Employee” means a person other than a full-time or part-time employee who is employed on an irregular or unscheduled basis. Casual employees shall not be used to create redundancy of or displace positions in the bargaining unit.
- 1:03** “Part-time Employee” means an employee who on a regular and recurring basis is scheduled to work fewer than the full prescribed hours of work specified in the Hours of Work Article.

- 1:04** “Full-time Employee” means an employee who regularly and recurrently works the full prescribed hours of work specified in the Hours of Work Article.
- 1:05** “Term Employee” means a full-time or part-time employee hired for a specific period of time not to exceed two years; all terms will be specified as being from a known date to a known date at the time of hiring.
- 1:06** “Practicum Student” means a person who is completing a work placement with members of the bargaining unit or a member of the bargaining unit who is completing a practicum for an undergraduate or graduate-level program in a related field of study. Practicum Students are not included in this agreement.
- 1:07** “Position” means a position of employment with the Employer which is in the bargaining unit.
- 1:08** “Promotion” means a change from one classification to another classification which has a higher maximum rate of pay.
- 1:09** “Demotion” means a change from one classification to another classification which has a lower maximum rate of pay.
- 1:10** Where the singular or masculine expression(s) is used in this Agreement, the same shall be construed to mean the plural or feminine or the neuter gender where the context so admits, or requires, and the converse shall hold as applicable.
- 1:11** “Layoff” is defined as a reduction in the work force or a reduction in an employee(s) regular hours of work.
- 1:12** “Steward” means an employee elected or appointed by the Union who is authorized to represent the Union, an employee, or both.
- 1:13** “Day of Rest” means where a full-time employee works on a day in which they are not regularly scheduled to work.

Article 2 Application of Agreement

2:01 This Agreement applies to all Social Work Assistant employees of the Employer employed at 800 McTavish Avenue, Brandon, Manitoba, except for casual employees and practicum students.

Article 3 Recognition

3:01 The Employer recognizes the Union as the sole and exclusive bargaining agent for all Social Work Assistants, as covered by Manitoba Labour Board Certificate No. MLB-7487.

Article 4 Management Rights

4:01 All the 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 exclusively by the Employer including, without limiting the generality of the foregoing, the right to schedule flex and overtime hours of work, assignment of all cases within the responsibility scope of the classification, and the right to make, enforce and revise from time to time rules, regulations, practices, procedures and policies to be observed by the employees.

4:02 In administering this Agreement, the Employer and the Union shall act reasonably, fairly and in good faith, and in a manner consistent with the Agreement as a whole.

Article 5 Union Dues

5:01 During the term of this Agreement, employees covered by this Agreement, whether members of the Union or not, shall pay to the Union, by payroll deduction, the bi-weekly 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 full bi-weekly pay period following the date of employment.

- 5:02** The Employer shall remit the amounts deducted under Section 5:01 monthly to the Union's Central office (M.G.E.U. 601-275 Broadway, Winnipeg, MB R3C 4M6). The Employer shall inform the Union monthly of the names of the employees from whose wages deductions have been made under Section 5:01 and the amount so deducted from each employee's wage.
- 5:03** The Union agrees to indemnify and save the Employer harmless against any claim or liability arising out of the application of this Article except for any claim or liability arising out of an error committed by the Employer.
- 5:04** The Employer shall advise the Union monthly of all employees who are hired on, laid off, resigned or retired.

Article 6 Union Business

- 6:01** Leave of absence to attend to Union business may be granted to employees under the following conditions:
- (a) Request for such leave shall be made in writing by the Union with at least seven (7) calendar days advance notice and shall be granted only where operational requirements permit. Where special or unusual circumstances prevent compliance with the seven (7) calendar days' notice the request shall be considered and not unreasonably denied.
 - (b) An employee requesting time off for Union business will be provided with a letter of request from the Union which is to be submitted to the employee's immediate supervisor for approval.
 - (c) Where such leaves of absence have been granted, the Union shall reimburse the Employer one hundred percent (100%) of the wages paid to such employee(s) during the approved absence(s).
- 6:02** For time spent during regularly scheduled hours of work with the Employer during negotiations to revise and renew this Agreement, the Union may designate one (1) person who shall attend each bargaining session on a time-off with pay basis as part of the Union's Bargaining Committee. The

employer will provide time off with pay to a maximum of 36.25 hours, after which time, the employee shall be paid on a wage recovery basis as per 6:01(c) above.

- 6:03** The Union representative(s) upon prior request to the Employer, shall have access to the employee's workplace at a mutually agreed upon time in order to investigate and assist in the settlement of a grievance and/or to attend to other business of the Union. Such access and process shall not unreasonably disrupt the workplace as a whole or the work of other employees.
- 6:04** Employees elected by the local (Stewards, Officers, etc.) who attend meetings, other than for negotiations, with the Employer, during their regularly scheduled hours of work, shall be paid their normal wages while attending such meetings. Overtime rates shall not be earned for such meetings.
- 6:05** The Employer agrees to allow the Union' the use of reasonable space on a bulletin board for the purpose of posting Union information, providing such information does not contain anything that is adverse to the interest of the Employer. The Employer retains the right to remove material that is detrimental to its operation.
- 6:06** The Staff Representative or their designate shall have up to 15 minutes, at a time mutually agreeable with the Employer, to acquaint new employees falling within the scope of this Agreement with the fact that a Union Agreement is in effect and to indicate the general conditions and obligations as they relate to employees.

Article 7 Rights of Stewards

- 7:01** The Employer recognizes the Union's right to select Stewards to represent employees.
- 7:02** The Union will provide the Employer with a list of Stewards and any subsequent changes. The Union will provide appropriate identification for Stewards.

- 7:03** Stewards and employees will not conduct Union business during their working time.
- 7:04** The duties of the Stewards shall be to investigate complaints of an urgent nature and to investigate and present grievances in accordance with the Grievance Procedure.
- 7:05** For complaints of an urgent nature, a Steward will first obtain permission of their immediate supervisor before leaving their work to investigate the complaint with the employee and supervisor(s) concerned. Such permission shall not be unreasonably sought or withheld. On resuming their normal duties, the Steward shall notify their supervisor.
- 7:06** When it is necessary for a Steward to investigate a complaint or grievance during working hours, no deduction in pay shall be made from the Steward or employee concerned, provided that each has obtained approval from their supervisor(s) for the time required to deal with the complaint or grievance. On resuming their duties, the Steward and employee shall notify their supervisor(s). Overtime rates shall not be earned for such duties.

Article 8 No Discrimination

- 8:01** The parties agree that there shall be no discrimination, harassment, coercion or interference by the Employer or Union against any employee, in accordance with the provisions of the Human Rights Act, and the Labour Relations Act or any other applicable legislation.
- 8:02** Further the parties agree that there shall be no discrimination, harassment, coercion or interference based on membership or non-membership in the Union, or activities in the Union.

Article 9 Probation

- 9:01** Every employee in the scope of this agreement shall be placed on probation or in an assessment period of six (6) consecutive months of service from the date on which employment commenced. A six (6) month probationary period

shall be applied for new employees to the Employer. A six (6) month assessment period shall be applied for existing Employer employees from outside of this agreement obtaining a position within the bargaining unit. The purpose of an assessment period is to assess whether the employee is able to perform the duties and functions of the position.

9:02 Probationary employees and employees in an assessment period shall be entitled to all rights and privileges of the Agreement, except that they shall not have recourse through the grievance or arbitration procedure for rejection on probation.

9:03 Every employee promoted to a position shall serve a four (4) month trial period. An employee who is so promoted shall have the right to return and the Employer shall have the right to return the employee to their previous position at any time during the trial period.

A person who returns or is returned to their former position under this clause reverts to their former classification and step and previous anniversary date.

Article 10 Pay and Classifications

10:01 All employees shall be paid on a bi-weekly basis on Fridays or the closest preceding office workday if that Friday is a Holiday. The Employer reserves the right to alter the regular bi-weekly pay day if required.

10:02 A person working a portion of the pay period shall be paid at the hourly rate of pay for their position at their step multiplied by the number of hours actually worked.

10:03 All part-time employees shall receive the wage rate, conditions of employment and perquisites specified in this Agreement on a pro-rata basis according to their hours of work, unless specifically excluded.

10:04 “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 reasonably be applied to all positions in the group.

- 10:05** All classifications are to be listed in the Pay Plan as it will apply to employees and after being mutually agreed upon by both parties hereto shall be incorporated into and form part of this Agreement, and will be known as Schedule “A”. The Employer will pay wages in accordance with Schedule “A” and on each pay day give each employee an itemized statement of their wages, overtime, other forms of pay, and all deductions - including Union dues.
- 10:06** The Employer will provide the Union with current class specifications for each classification listed in Appendix “A” and the specifications for any new classification(s) created.
- 10:07** During the life of this Agreement amendment to the pay plan resulting from the introduction of a new class or amendment in respect to positions to be excluded from the terms of this Agreement shall be determined through negotiations between the parties.
- 10:08** Where the responsibility and/or qualifications required for a position increase significantly, it may be reclassified. If no suitable classification exists, the parties shall meet, to negotiate a mutually satisfactory resolution, within thirty (30) days of the position being amended. Any dispute as to whether a new or revised classification falls within the bargaining unit may be referred to the Manitoba Labour Board for determination. The foregoing is not operable during the last six (6) months of this Agreement, due to the proximity of negotiations. The application of this clause shall not be deemed to constitute a reopening of this Agreement.
- 10:09** The Employer will provide the Union with a copy of current job descriptions for all bargaining unit positions within ninety (90) days of signing this agreement.

Article 11 Merit Increases

11:01 A full-time employee who is not at the maximum rate of pay of their classification is eligible to be granted one merit increment in their pay scale upon satisfactory completion of one year's accumulated service in their classification since the employee's last increment or since the employee's start of employment, and subject to a satisfactory Performance Appraisal/Evaluation. An Employer delay in completing a Performance Appraisal/Evaluation where merit increment eligibility is established shall not alter the employee's merit increment date. Retroactive pay will be provided.

(a) A part-time employee, who works one-half time or more, who is not at the maximum salary for their classification is eligible to be granted one (1) merit increment on their pay scale upon satisfactory completion of one calendar year's work in their classification since the employee's last increment or since the employee's start of employment, and subject to a satisfactory Performance Appraisal/Evaluation. An Employer delay in completing a Performance Appraisal/Evaluation where merit increment eligibility is established shall not alter the employee's merit increment date. Retroactive pay will be provided.

(b) A part-time employee who works less than one-half time, who is not at the maximum salary for their classification is eligible to be granted one (1) merit increment on their pay scale upon satisfactory completion of 2080 paid hours of work in their classification since the employee's last increment or since the employee's start of employment, and subject to a satisfactory Performance Appraisal/Evaluation. An Employer delay in completing a Performance Appraisal/Evaluation where merit increment eligibility is established shall not alter the employee's merit increment date. Retroactive pay will be provided

11:02 If the employee's performance is found to be consistently satisfactory throughout the evaluation period, the effective date for an employee's merit increase shall be the first day of the bi-weekly pay period which includes the employee's anniversary date. The anniversary date is the first day of the

month in which the employee completes a full month of service in that classification. 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 bi-weekly period that includes the said anniversary date.

- 11:03** Where for any reason(s) the Employer withholds an employee's merit increase on the date they become eligible, the employee shall be given written notice stating the reason(s) for which the merit increase is being withheld.
- 11:04** If subsequent to a merit increase being withheld, the reason(s) for withholding the increase are remedied, the increment may be granted no earlier than ninety (90) days but not after one hundred and eighty (180) days from the date it was withheld.
- 11:05** Should an employee not be granted a merit increase after one hundred eighty (180) days as per 11:04 in recognition of satisfactory work performance as mentioned herein, the employee can grieve the matter in accordance with the Grievance Procedure.

Article 12 Performance Appraisal

- 12:01** Where a formal assessment of an employee's performance is made, the employee concerned shall have the opportunity to review the report and shall have the opportunity to indicate their agreement or disagreement in whole or in part with the assessment, but must at least sign acknowledging that they have read the report. The employee shall have the right to place their own comments on the form and/or append their comments to the form. An employee shall receive a copy of the assessment when all appropriate parties have signed the report.

Article 13 Disciplinary Action

- 13:01** Where a person having supervisory authority over an employee believes that disciplinary action of that employee is necessary for just cause the Employer will follow progressive discipline.

- 13:02** In the case of performance feedback/direction, it is agreed that Union representation will not be present.
- 13:03** Prior to any meeting where discipline is to be initiated by the Employer, the employee shall be advised in advance of the meeting's intent and given a reasonable period of time to have Union representation present if they choose.
- 13:04** Where disciplinary action has been taken, a written report shall be provided to the employee, outlining the circumstances and actions of the employee which made disciplinary action necessary and they shall sign the report indicating that they have read it. Upon signing the employee shall receive a copy of the report.

Article 14 Resignations and Abandonment of Position

- 14:01** An employee who decides to resign shall provide written notice of resignation at least two (2) weeks in advance of the date which the resignation is to be effective. During the period of such notice the employee is entitled to all terms, conditions and benefits under the Agreement. A shorter period of notice may only be given with the consent of the Employer. Employees are prohibited from utilizing sick leave, vacation and/or banked time as notice.
- 14:02** Where an employee is absent without leave for a period of five (5) consecutive working days, the employee shall be considered to have abandoned their position and shall be deemed to have resigned without notice on the last day on which the employee was present at work and performed their regular duties.
- 14:03** Employees are required to return all materials, equipment, keys, vehicle first aid kits if applicable, etc. belonging to the Employer at or prior to the date of resignation.

Article 15 Hours of Work

- 15:01** The regular hours of work shall be 36.25 hours per week at 7.25 hours per day, Monday to Friday, inclusive of two fifteen (15) minute coffee breaks, which cannot be attached to the beginning or the end of the day or shift period, or to a lunch break. With the exception of irregular circumstances, a 45-minute unpaid lunch period shall be taken mid-shift, in accordance with the practice and policy.
- 15:02** The number of daily and weekly hours as described in 15:01 may be varied by the Employer when given reasonable notice.
- 15:03** Hours of work may be flexed to fully discharge professional responsibilities to the Employer as determined by the assigned workload.

Article 16 Overtime

- 16:01** Employees may be required to work overtime by the Employer.
- 16:02** An Employee who is required by the Employer to work in excess of their regularly scheduled hours (36.25 hours/week, 7.25 hours/day) shall be compensated for such additional time at the rate of time and one-half (1 ½ x) their regular rate of pay.
- 16:03** At the Employee's option, overtime shall be compensated by paying the employee for all authorized time worked, or by granting the equivalent time off in lieu of payment, or a combination of the two. Any time banked will have to be used or paid out by the end of the fiscal year, unless authorized by the Chief Executive Officer. The maximum banked time an employee can accumulate in the bank throughout the fiscal year cannot exceed eighty-seven (87) hours. When an Employee accumulates thirty-six and a quarter (36¼) hours of overtime, they will make every effort to start utilizing their overtime hours.
- 16:04** Where the Employee has opted to receive time off in lieu of overtime payment, such time off shall be granted at a time mutually agreeable to the

employee and the Employer. Where mutual agreement has not been reached, the employee shall receive payment upon request.

Article 17 Seniority

17:01 An employee shall accumulate seniority commencing from their last starting date of employment with the Employer based on the total number of regular hours they have worked.

17:02 An employee shall retain but shall not accrue seniority if:

- (a) They are absent because of illness or injury over six (6) months; or
- (b) They are promoted outside of the bargaining unit and have not completed their trial period; or
- (c) They are laid off for less than one (1) year, or
- (d) They are on a leave of absence in excess of thirty (30) days but less than one (1) year.

17:03 An employee shall lose their seniority only in the event:

- (a) They are discharged and not reinstated.
- (b) They voluntarily resign or otherwise abandons their position.
- (c) They are laid off for a period longer than one (1) year.
- (d) They fail to report for duty after notification to do so following a layoff.
- (e) They are retired.
- (f) They are promoted out of the bargaining unit and they have completed the trial period.
- (g) They are on leave of absence longer than one (1) year.

17:04 The Employer agrees to provide to the Union in writing prior to the last business day in April, of each year, a seniority list showing the names of the

employee, their classification, length of employment (total hours), and date of last hiring.

- 17:05** In Article 18 - Layoffs and Article 19 - Postings, where seniority is a determining factor, only seniority within the bargaining unit will be used.

Article 18 Layoffs

- 18:01** Subject to the employee being able or willing to perform the available duties, employees shall be laid off in reverse order of seniority. While seniority will be at the forefront in determining layoff order, the linguistic needs of the Employer clientele will be equally important.
- 18:02** Further, any employees so laid off shall be given the first opportunity for any casual employment provided they are capable of doing the available work.
- 18:03** Any employee can bump a less senior employee from one position to another position, within the bargaining unit, provided they have the ability and qualifications to do the job required of the other position. Any employee who chooses not to bump shall be laid off and placed on the re-employment list immediately.
- 18:04** An employee who, according to their seniority, is to be laid off shall receive in writing a notice of layoff or pay in lieu thereof at least one (1) month in advance of the date the layoff is to commence with a copy to, the Union forwarded without delay. Such notice shall state the reasons for the layoff and the expected duration of the layoff.
- 18:05** An employee on continuous layoff for a period of one (1) year shall, at the end of that period, be considered terminated and their name shall be removed from the re-employment list.
- 18:06** Subject to 18:01, laid off employees shall be called back in reverse order of layoff starting with the most recently laid off employee and continuing in descending order to the first employee laid off, provided that in each case, the employee is able and willing to perform the available duties.

- 18:07** Provided they have the qualifications and abilities required to perform the duties of a vacant position in the bargaining unit, a laid off employee shall be given the right of first refusal over applicants external to the bargaining unit.
- 18:08** Notice of recall to an employee who has been laid off shall be made to the last known address filed by the employee with the Employer. Notice of recall will be sent by certified mail. A laid off employee must within four (4) days after recall confirm their intention to return to work or their employment shall be terminated. The employee must return to work within two (2) weeks of receipt of the recall notice unless a later date is mutually agreed between the Employer and the employee.

Article 19 Postings

- 19:01** When within the bargaining unit, a vacancy occurs or a new position is created, the Employer shall post notice of the position in the Employer's office and/or another accessible location for a minimum of one (1) week. The Union shall also be sent a copy of the posting.
- 19:02** When an employee applies for a posted position, the appointment shall be made based on the candidate having the required qualifications and ability. Where more than one employee applies and their qualifications and ability are equal, then the employee with the greater seniority shall be chosen.
- 19:03** An employee who is notified that they are an unsuccessful applicant for a vacant position or a new position shall be supplied with the reasons for non-acceptance, in writing, within ten (10) days of when the decision was made.
- 19:04** Preference for filing vacancies shall be given in the following sequence:
- (a) Qualified persons who are on the re-employment list, then;
 - (b) Internal applicants, and lastly;
 - (c) Selection of an external applicant only where no qualified internal applicants exist.

Article 20 Acting Status

- 20:01** Where the Employer assigns an employee in one position to temporarily take over the duties and responsibilities of another position (in or outside the bargaining unit) with a higher grade of pay, and provided the employee takes over and continues to perform, for the first full shift, the duties and responsibilities of that other position, they 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 until the temporary appointment is revoked. Upon the temporary appointment being revoked, the employee shall, unless they are appointed or promoted to some other position, revert to their original position and be paid at the rate of pay for their original position that they would be paid if they had never held the temporary appointment.
- 20:02** For purposes of interpretation of this Article, “the duties and responsibilities” under this Article means the duties and responsibilities that would have been performed by the incumbent during the period in which they have been replaced.
- 20:03** No acting status appointment shall exceed six (6) months, unless mutually agreed to by the parties hereto.
- 20:04** No employee shall be paid less for being temporarily assigned duties and responsibilities of a lower paying position.

Article 21 Paid Holidays

- 21:01** (a) As provided in this Article holidays with pay are as follows:
- | | |
|----------------|---|
| New Year’s Day | Civic Holiday (first weekend in August) |
| Louis Riel Day | Labour Day |
| Good Friday | Thanksgiving Day |

Easter Monday	Remembrance Day
Victoria Day	Christmas Day
Canada Day (July 1)	Boxing Day
National Day for Truth & Reconciliation	

(b) Any other holiday proclaimed by Federal or Provincial Statute.

21:02 Where any of the holidays fall on employees' scheduled day of rest the employee shall receive an alternate day off in lieu thereof, as per Employer practice and policy. A holiday which falls on the weekend is observed by the Employer on the following business day.

21:03 An employee is entitled to their regular pay for a holiday on which the employee does not work provided the employee:

- (a) Did not fail to report for work after being scheduled or called to work on the day of the holiday;
- (b) Has not absented themselves from work without the consent of the Employer on either the employee's regular working day immediately preceding or following the holiday unless their absence is by reason of illness.
- (c) Where an employee has been employed for less than one (1) calendar month, they must work at least fifteen (15) days in that preceding month in order to be paid for the holiday per this Article.

21:04 (a) An employee who is entitled to pay for a holiday and who works on a holiday when it is the employee's regularly scheduled working day shall, in addition to the regular pay, be compensated at the rate of time and one-half (1 ½ x) for all hours worked on the holiday.

(b) At the Employer's option, the additional compensation from 21:03 (a) and 21:04 may be in the form of pay or compensatory leave. If

compensatory leave is chosen, the leave shall be granted at a time mutually agreeable to the employee and the Employer.

- (c) Compensatory leave shall be taken in the vacation year in which it is earned unless permission is granted from the Employer to carry it over to the next vacation year.

21:05 An employee who is required to work on a holiday when it is observed on the employee's day of rest shall receive in addition to the regular holiday pay to which they may be entitled, compensation based on time and one-half (1½) the employee's regular rate of pay for all hours worked on the holiday.

21:06 Where the employment of an employee is terminated, the accumulated time off in lieu of Holidays shall be paid out at the final rate in effect for the employee during the year in which the holiday(s) was worked.

Article 22 Vacation

22:01 For purpose of this Agreement, a vacation year is the period beginning April 1st and ending March 31st next following.

22:02 Employees shall earn vacation leave credits on the following basis:

- (a) Employees who have completed less than two (2) years' service, on 1.25 working days per complete month of service in each vacation year to be taken in the vacation year following the year in which the vacation is earned. (15 days)
- (b) Commencing from the beginning of the vacation year in which two (2) years of service will be completed, 1.66 working days per complete month of service in each vacation year to be taken in the year in which three (3) years of service are completed and yearly thereafter. (20 days)
- (c) Commencing from the beginning of the vacation year in which nine (9) years of service will be completed, 2.083 working days per complete month of service in each vacation year to be taken in the year in which ten (10) years of service are completed and yearly thereafter. (25 days)

- (d) Commencing from the beginning of the vacation year in which nineteen (19) years of service will be completed, 2.5 working days per complete month of service in each vacation year to be taken in the year in which twenty (20) years of service are completed and yearly thereafter. (30 days)
- (e) Notwithstanding subsections (a), (b), (c) and (d), employees terminating in their second (2nd) year of service shall have their vacation leave credits cashed-out at the rate of 1.25 days per month of service and employees terminating in their ninth (9th) year of service shall have their vacation leave credits cashed out at the rate of 1.66 days per complete month of service, and employees terminating in their nineteenth (19th) year of service shall have their vacation leave credits cashed-out at the rate of 2.083 days per complete month of service.
- (f) For the calculation of vacation credits one working day is 7.25 hours.

22:03 Part-time Employees will be granted vacation leave on a pro-rata basis for their appropriate length of service.

22:04 Vacation schedules must be approved by the Employer.

22:05 Vacation is to be taken within the year following accumulation of a year's credit. In special circumstances, an employee may be authorized, by the Chief Executive Officer, to carry vacation credits forward, into the next vacation year.

22:06 Vacation pay will be paid only after an employee has sufficient vacation time earned to cover the period in question.

22:07 Vacation leave choices shall be rotated equitably regardless of length of continuous service.

22:08 Where an employee becomes ill or is injured 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 or injury is over three (3) days

and normally would have prevented the employee from attending work. The employee shall be responsible to provide proof of qualifying illness or injury.

- 22:09** Where a paid holiday falls within the vacation period of an employee, one additional working day shall be added to the employee's vacation entitlement in lieu of that holiday.
- 22:10** An employee shall be entitled to take their vacation leave for periods less than a week such as a day at a time.
- 22:11** Vacation credits shall not accumulate while an employee is on leave of absence without pay for a period of time greater than two (2) weeks.
- 22:12** Where for any reason other than death, an employee leaves the service after having been granted more vacation leave than the employee has earned in accordance with this Agreement, the employee shall repay to the Agency all wages paid for such excess period of leave.
- 22:13** An employee shall be able to carry over two (2) weeks' vacation while on maternity leave.

Article 23 Sick Leave and Wellness Days

- 23:01** Except as provided in 23:02 and 23:03 an employee shall be entitled to and shall receive sick leave without loss of pay only where the employee is unable to be at work and perform their regular duties as a result of personal illness or injury.
- 23:02** An employee may utilize up to five (5) days of accumulated sick leave per year where the employee is required to be absent to care for an ill child who resides in the employee's home.
- 23:03** For other purposes, an employee shall be entitled to leave with pay for the purpose of attending to family responsibilities, which are real, immediate and unavoidable, and which necessitate the employee's absence from work. An employee may use up to a maximum accumulation of five (5) days in each

fiscal year with Employer's approval. Leave under this clause will be charged against the employee's sick leave credits.

- 23:04** The sick leave to which an employee is entitled shall accumulate at the full-time rate of 1.25 working days per complete month of employment and the unused portion may be accumulated by that amount each per month up to a maximum of 365 working days.
- 23:05** A newly hired employee shall accumulate sick leave credits from the first working day of the full bi-weekly pay period following the date of hiring.
- 23:06** At the Employer's discretion, a new full-time employee may be advanced up to thirty-six and a quarter ($36\frac{1}{4}$) working hours of sick leave in advance of it being earned in the employee's first six (6) months of service. At the Employer's discretion, a new part-time employee may be advanced sick leave credits on the above principle, pro-rated to their part-time EFT. Any use of such credit, if unearned by termination of employment will be deducted from any payment otherwise due the employee.
- 23:07** Sick leave shall not accumulate during periods when an employee is:
- (a) Absent without leave; or
 - (b) Absent on a leave of absence without pay for more than one (1) week; or
 - (c) Absent on a maternity leave; or
 - (d) Absent on sick leave and/or Workers Compensation for a period of more than twelve (12) consecutive calendar months.
- 23:08** Where an employee is to be absent on sick leave, they shall endeavour to notify their immediate supervisor, as soon as possible and communication permits but at least one (1) hour prior to the start of their shift, to facilitate arranging for relief coverage.
- 23:09** An employee who has been absent because of sickness for a period of more than three (3) consecutive working days shall furnish the Employer a medical certificate or sworn statutory declaration certifying that the employee is

unable to be present at work because of illness or injury. Where an employee fails to produce such medical certificate or sworn statutory declaration to the Employer, they shall not be paid for the period of absence. The maximum length of time that a particular medical certificate or statutory declaration is valid, shall be six (6) weeks. Medical leaves requiring the employee to be absent from the workplace beyond six (6) consecutive weeks shall require all subsequent medical certificates or statutory declarations to certify that the employee remains unable to work due to illness or injury, must identify steps being taken by the employee to address the medical illness and state a prognosis of when the employee may foreseeably be able to return to the workplace with or without accommodations or restrictions.

The Employer has the right to request a medical certificate for any sick leave period where there is reason to believe any misuse or abuse of sick time.

- 23:10** If a paid holiday falls on a day on which an employee is receiving sick leave benefits, such day shall be paid as a holiday and not deducted from the employee's sick leave credits.
- 23:11** Time off for medical or dental appointments with a recognized health care professional, including reasonable travel time, shall be chargeable against 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 working. If the above is not possible, the employee will endeavour to make the appointment at a time which is least disruptive to the area.
- 23:12** An employee shall be allowed two (2) wellness days in a fiscal year, prorated to FTE:
- (a) Wellness days will not accumulate year to year.
 - (b) Wellness days shall be scheduled with the Supervisor and subject to staff coverage availability.
 - (c) Wellness Days cannot be combined with other leave days such as vacation days, statutory holidays, overtime, another wellness day or other

use of sick time. Employees must work their regular working day before and regular working day after their Wellness Day.

- (d) Employees must mark their time sheet accurately so the usage can be tracked.
- (e) Wellness days to be deducted from employee's accumulated sick leave.

Article 24 Workers Compensation

- 24:01** Where an employee is injured on the job and is required to leave for treatment and/or is sent home due to the injury(s) they shall be paid for the lost hours on that shift.
- 24:02** The Employer agrees that the health and safety of employees is important. First aids kits will be supplied in accordance with Workplace Health and Safety regulations.
- 24:03** When an employee is unable to work and is in receipt of Workers Compensation allowance as a result of an injury or illness incurred in the course of their duties, the employee, if so elects, shall be paid an additional amount which when combined with the compensation allowance, shall ensure the maintenance of their gross salary. Such additional amount shall be chargeable to the employee's sick leave credits accrued at the time the employee commenced receipt of Workers Compensation allowance, and such additional payments shall be payable until the employee's accrued sick leave credits have been exhausted. Once sick leave benefits have expired the employee will be entitled to Workers Compensation only.
- 24:04** Transportation to the nearest physician or hospital for employees requiring immediate medical care as a result of an on-the-job accident shall be provided by or, at the expense of the Employer if it is not covered by a medical plan.
- 24:05** The Employer agrees to ensure all employees use Workers Compensation where such use is applicable.

- 24:06** The Employer agrees to inform the Union of any accident or injuries resulting in more than that shift loss of time or deaths that occur to employees covered by this Agreement. Such notification shall be provided on the next working day indicating the name of the employee, and all details of the injury, accident or both.
- 24:07** Following an on-the-job accident or job related illness for which they have been receiving Workers Compensation:
- (a) Where an employee is fit to return to work within one (1) year, the employee shall return to their former position of employment.
 - (b) Where an employee is fit to return to work after one (1) year, the employee will be offered a similar position to their former one.
 - (c) Where an employee is unable to return to their position of employment because they are physically or mentally unable to carry out their former duties, the Employer will attempt to accommodate the employee in a suitable position, for which they are qualified.

Article 25 Court Leave

- 25:01** 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 jury or witness fees received by the employee, but excluding reimbursement for expenses, shall be remitted to the Employer.
- 25:02** Should an employee be required to appear in court during their off hours for matters occasioned by their work, the employee shall receive the applicable compensation at straight time rates of equivalent time off.

Article 26 Bereavement Leave

- 26:01** (a) An employee shall be entitled to five (5) working days leave, in the immediate time surrounding the period of bereavement, without loss of pay in the event of the death of the employee's parent, spouse, child, step-parent or step-child.
- (b) An employee shall be entitled to three (3) working days leave, in the immediate time surrounding the period of bereavement without loss of regular pay in the event of the death of the employee's brother, step-brother, sister, step-sister, a ward of the employee, or a relative permanently residing with the employee or with whom the employee lives.
- 26:02** An employee shall be entitled to special leave of one (1) working day, without loss of salary, in the event of the death of the employee's grand-parent, son-in-law, daughter-in-law, brother-in-law, sister-in-law, mother-in-law, father-in-law, aunt, uncle or grandchild. Provided an employee has not received bereavement leave for the death in question, an employee shall be entitled to bereavement leave up to a maximum of one (1) day without loss of pay for attending a funeral as a pallbearer or mourner.
- 26:03** An employee shall be entitled to additional bereavement or special leave up to a maximum of two (2) days without loss of pay, requested for the purpose of attending a funeral at a distance of more than three hundred twenty-two (322) kilometers from Brandon.
- 26:04** An employee who incurs the use of Bereavement Leave per 26:01, 26:02, and 26:03 during their vacation shall use leave under this Article and shall have the equivalent number of vacation day's set over for use at a later time.

Article 27 Adoptive Parent Leave

- 27:01** An employee shall be granted one (1) day leave with pay to attend to needs directly related to the adoption of their child. At the employee's option such leave shall be granted on the day of, or the day following the adoption.

- (a) Where an employee has become an adoptive parent and has applied for and qualified for parental leave, the employee shall be permitted to apply up to a maximum of five (5) days of their accumulated sick leave against the Employment Insurance waiting period.
- (b) Should the employee not return to work following the parenting leave for a period of employment sufficient to allow for re-accumulation of the number of sick days granted under subsection (a), the employee shall compensate the 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.

Article 28 Paternity Leave

28:01 An employee may be granted up to a maximum of one (1) day leave with pay, to attend to needs directly related to the birth of their child. At the employee's option, such leave shall be granted, on the day of, or the day following the birth of their child, or the day of their partner's admission to, or discharge from hospital.

Article 29 Maternity Leave and/or Parental Leave

29:01 An employee who qualifies for Maternity Leave may apply for such leave in accordance with the provisions of Article 29.

29:02 In order to qualify, a pregnant employee must:

- (a) Have completed seven (7) continuous months of employment with the Employer;
- (b) Submit to the Employer an application in writing for leave at least four (4) weeks before the day specified by their in the application as the day on which they intend to commence such leave and the anticipated length of the leave (ex. 12-months, 18-months);

- (c) Provide the Employer with a certificate of a duly qualified medical practitioner certifying the pregnancy and specifying the estimated date of delivery.

29:03 An employee who qualifies is entitled to and shall be granted maternity leave without pay consisting of:

- (a) A period not exceeding seventeen (17) weeks if delivery occurs on or before the date of delivery specified in the certificate mentioned in Section 29:02(c), or
- (b) A period of seventeen (17) weeks plus an additional period equal to the period between the date of delivery specified in the certificate mentioned in Section 29:02(c) and the actual date of delivery, if delivery occurs after the date mentioned in that certificate;
- (c) The Employer may vary the length of maternity leave upon proper certification by the attending physician.

29:04 Sections 36 (4) through 36 (11) inclusive of the Employment Standards Code respecting maternity leave shall apply “mutatis mutandis”.

29:05 An employee who has been granted maternity leave shall be permitted to apply up to a maximum of five (5) days of their accumulated sick leave against the Employment Insurance waiting period.

29:06 Should the employee not return to work following their maternity leave for a period of employment sufficient to allow for re-accumulation of the number of sick days granted under subsection (a), the employee shall compensate the 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.

29:07 During the period of any maternity leave, where the terms of plans permit, an employee shall have the option to continue benefit coverage including eligible cost-share options as per 44:01 in the Leave of Absences Article. The

employee also has the option to continue reoccurring pension plan contributions by paying both their portion and the Employer's portion.

Article 30 Harassment and Respectful Workplace

30:01 The parties recognize that the problem of harassment and disrespectful behavior may exist. However, the parties agree that it will not be tolerated in the workplace or in connection with the workplace.

30:02 **Definitions:**

- (a) Harassment includes any inappropriate conduct or comment by a person towards an employee that the person knew or reasonably ought to have known would cause that employee to be humiliated or intimidated, incidents that adversely affects an employee's psychological or physical well-being, or a single instance so serious that it has a lasting, harmful effect on an employee; but excludes any reasonable action taken by an employer or supervisor relating to the management and direction of employees.
- (b) Disrespectful Behaviour means a situation or occurrence where an employee does not treat another employee with respect and dignity. This includes inappropriate, unprofessional, rude, or offensive behaviour such as blatant disregard for other employees, verbal or abrasive language, and/or bullying behaviours. Discriminatory behaviour, including harassment or disrespectful behaviour, as determined by a reasonable person, may be verbal, non-verbal, physical, deliberate or unintended.
- (c) All employees shall not engage in discriminatory conduct prohibited by the Human Rights Code.

30:03 Where an employee is of the opinion that they have been or is being harassed or experiencing disrespectful behaviour by another person employed by the Employer, the employee may forward a written complaint directly to the Employer. The complaint shall be marked "Personal and Confidential."

- 30:04** The Employer or designate will endeavour to resolve the matter in an expeditious and confidential manner in accordance with its policies including The Respectful Workplace and Harassment Prevention Policy.
- 30:05** The alleged offender shall be entitled to notice of the complaint and shall be given the opportunity to respond to the complaint.
- 30:06** The Employer or designate, after investigating the complaint, shall have the authority to:
- (a) Dismiss the complaint; or
 - (b) Determine the appropriate discipline; and/or
 - (c) Take any action which in their opinion may be necessary.
- 30:07** Where the Employer or designate determines that a complaint has been made for frivolous or vindictive reasons, they shall have the authority to:
- (a) Take disciplinary action against the complainant; and/or
 - (b) Take any action against the complainant which in their opinion may be necessary.

Article 31 Technological Change

- 31:01** “Technological Change” means the introduction of equipment or material which is likely to affect the security of employment of a permanent member of the bargaining unit.
- 31:02** Unless legislation is more favourable, the Employer shall notify the Union, in writing, at least ninety (90) days before the introduction of such technological change.
- 31:03** During this period, the parties will meet to discuss the steps to be taken to assist the employees who could be affected.
- 31:04** The notice mentioned in :02 shall include the following:

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

31:05 Where new or greater skills are required than are already possessed by affected employees under the present methods of operation, such employee shall, at the expense of the Employer, be given the required time to perfect or acquire the skills necessitated by the new method of operation, provided the affected employee has the skill and ability to acquire the new skills and the time required will not create an undue hardship for the agency. There shall be no reduction in wage or salary rates during the training period of any such employee.

31:06 The training provided for in this Article shall be given during the normal hours of work whenever possible. Any time devoted to training due to technological change shall be considered time worked.

31:07 No regular employee shall be dismissed or have their regular hours reduced by the Employer because of technological change.

Article 32 Contracting Out and Job Security

32:01 The Employer agrees that it will not contract out any work performed by employees covered by this Agreement which would have the effect of altering any employee's employment, hours of work, pay and benefits.

32:02 The Employer agrees that it will give the Union three (3) months' notice prior to any office closures.

32:03 Should the Employer not be able to recruit qualified members to provide adequate support services to Social Workers and/or Employer clientele at any

given time, utilizing supplemental service organizations shall not be seen as contracting out as it will not impact existing members in the bargaining unit.

Article 33 Loss of or Damage to Personal Effects

33:01 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, glasses or similar worn effects that occurs as a result of an accident, or assault, normal wear and tear excepted. Where compensation is granted, the Employer shall authorize the replacement or repair to said personal effects based on the premise that the employee will not lose out on the current fair value of the personal effects.

Article 34 Civil Liability

34:01 If an action or proceeding is brought against any employee covered by this Agreement for an alleged tort committed by them while acting within the scope of their duties, then:

- (a) The employee, upon being served with any legal process, or upon receipt of any action or proceeding as hereinbefore referred to, being commenced against them shall advise the Chief Executive Officer of any such notification or legal process.
- (b) The Employer shall pay any damages and costs and all legal fees up to the maximum allowed per incident by the Employer's insurance, awarded against any such employee in any such action or proceedings, provided the conduct of the employee which gave rise to the action did not constitute gross negligence of their duty as an employee.
- (c) The Employer shall pay any sum required to be paid by such employee in connection with the settlement of any claim made against such employee if such settlement is approved by the Chief Executive Officer

before the same is finalized; provided the conduct of the employee which gave rise to the action did not constitute gross negligence or a deliberate violation of their duty as an employee.

- (d) Upon the employee notifying the Chief Executive Officer in accordance with paragraph (a) above, the Employer and the employee shall forthwith meet and the parties agree that counsel will be appointed by the Employer or its delegate if the Employer's insurer is covering the claim. The employee is required to cooperate fully with appointed counsel.

Article 35 Criminal Liability

- 35:01** If an employee is charged with a criminal action arising from their work for the Employer, the Chief Executive Officer shall review such incident(s) on an individual basis to consider the appropriateness of assisting the employee based on the circumstances and any decision to decline providing assistance is solely within the discretion of the Chief Executive Officer.

Article 36 Grievance Procedure

- 36:01** The parties to this Agreement recognize the desirability for prompt resolution of grievances through an orderly process without stoppage of work or refusal to perform work.
- 36:02** A grievance is defined as a complaint in writing filed by an employee, a group of employees, or either party to this Agreement concerning:
- (a) The application, interpretation, or alleged violation of an Article of this Agreement or a signed Memorandum of Understanding or a signed Memorandum of Agreement between the parties; or
 - (b) The dismissal, suspension, demotion, written reprimand, or discipline of an employee.

The above categories of grievances can be processed up to and including Step 2 of the Grievance Procedure.

- 36:03** Notwithstanding Section 36:02, an employee may complain or grieve on an unsatisfactory working condition up to and including Step 1 of the Grievance Procedure. The decision at Step 1 shall be final for such grievances.
- 36:04** (a) Where either party to this Agreement disputes the general application interpretation or alleged violation of an Article of this Agreement or a signed Memorandum of Understanding or a signed Memorandum of Agreement between the parties, either party may initiate a policy grievance. A policy grievance initiated by the Union shall be presented to the Chief Executive Officer, a policy grievance initiated by the Employer shall be presented to the President of the Manitoba Government and General Employees' Union or their designate. In all cases, such grievances shall be presented within twenty (20) working days from the action giving rise to the grievance.
- (b) When the parties fail to resolve a grievance under 36:04 (a) either party may refer the grievance to Step 2 of the Grievance Procedure. It is agreed and understood that grievances which have been submitted and dealt with as individual grievances may not subsequently be submitted as a policy grievance.
- (c) Notwithstanding 36:06, a grievance filed under 36:04 (a) shall not require the signature of an employee.
- 36:05** If an employee or the Union fails to initiate or process a grievance within the prescribed time limits, the grievance will be deemed to be abandoned and all rights or recourse to the Grievance Procedure for that particular grievance shall be at an end. If the Employer fails to reply to a grievance within the prescribed time limits, the employee or the Union may process the grievance to the next step. Either party may request an extension of the time limits providing such extension is requested prior to the expiry of the time allowed. An extension, if requested, shall not be unreasonably withheld.

- 36:06** Wherever possible, the grievance shall be presented on the Official Grievance Form. A written description of the nature of the grievance and the redress requested shall be sufficiently clear and if the grievance relates to an Article of the Agreement, such Article shall be so stated in the grievance. The grievance shall be signed by the employee and may be clarified at any step providing its substance is not changed. Except for failure to meet the time limits, a grievance shall not be deemed to be invalid if it is not written on the Official Grievance Forms or for failure to quote the Article in dispute.
- 36:07** It is mutually agreed that an effort shall be made to resolve complaints through discussion before a written grievance is initiated. The aggrieved employee shall have the right to have a Union Representative present at such a discussion. When a grievance cannot be presented in person at any step, it may be transmitted by electronic mail or registered mail. In the case of electronic mail, the grievance is not considered received by the Employer until the email recipient has confirmed receipt. The Employer and the Union will make every effort to reply to electronic mail correspondence with a confirmation of receipt response, as soon as reasonably possible.
- 36:08** An employee has the right to representation by a Union Representative at any phase of resolving a grievance or concern.

STEP 1

- (a) Within twenty (20) working days after the date upon which they were notified orally or in writing, or on which they first became aware of the action or circumstances giving rise to the grievance, the employee shall present the grievance with the redress requested to the Chief Executive Officer.
- (b) The Chief Executive Officer shall sign for receipt of the grievance. They shall issue a decision in writing to the employee and the Union within twenty (20) working days.

- (c) The Chief Executive Officer may discuss the grievance with the employee and their representative before giving a decision on the grievance.

STEP 2

A decision of the Chief Executive Officer may be submitted to arbitration in accordance with Article 37, Grievance Arbitration Procedure, providing the category of the grievance is such that it is defined in 36:02. The decision of the Arbitration Board shall be final and binding for all such grievances.

- 36:09** An employee may only withdraw a grievance by giving written notice to both the Union and the Employer, or abandon their grievance by not processing it within the prescribed time limits.
- 36:10** The dismissal of an employee on probation is not grievable.

Article 37 Grievance Arbitration Procedure

- 37:01** Unresolved grievances or disputes concerning those matters set forth below shall be submitted to Arbitration in accordance with the procedure set forth in this Article.
 - (a) Grievances concerning the application, interpretation or alleged violation of an Article of this Agreement or a signed Memorandum of Understanding or a signed Memorandum of Agreement between the parties; or
 - (b) Grievances concerning dismissal, suspension, demotion, a written reprimand or discipline of an employee; and
 - (c) Disputes as to whether a specific grievance is arbitrable.
- 37:02** The procedure for arbitrating grievances shall be as set forth below:
 - (a) Where a difference arises between the parties hereto relating to a subject matter as outlined in Section 37:01, either of the parties may, within twenty (20) working days from the receipt of the decision at Step 2,

notify the other party in writing of its desire to submit the difference or allegation to arbitration. Such notification, when initiated by the Union, shall be made directly to the Employer and shall set forth the issue in dispute for referral to the Arbitration Board.

- (b) Where the party initiating the Arbitration proceedings wishes to request arbitration by a single arbitrator, the notice referred to in Section 37:02(a) shall so state.
 - (i.) Where the party who receives the notice accepts the request for a single arbitrator the parties will attempt to reach agreement on the selection of a single arbitrator within ten (10) working days.
 - (ii.) Where the party who receives the notice rejects the request for a single arbitrator or where the parties have failed to reach agreement on the selection of a single arbitrator within ten (10) working days, the party initiating the arbitration proceedings may submit the name of its appointee to the Board in accordance with Section 38:02(c) 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.
- (c) Where the party initiating the arbitration proceedings wishes to request Arbitration by a three person board, the notice referred to in Section 37:02(a) shall contain the first party's appointee to the Arbitration Board. The following procedure will then apply:
 - (i.) The party who receives the notice shall within ten (10) working days of receiving the notice, name an appointee to the Arbitration Board and notify the other party in writing of such appointee.
 - (ii.) The two members of the Arbitration Board named by the parties shall, within ten (10) working days of the appointment of the

second of them, appoint a third member of the Arbitration Board who shall be the Chairperson thereof.

- (iii.) If either party hereto fails to appoint its member to the Board or where the two appointees of the parties fail to agree to the third member within the time specified, the Labour Board of Manitoba shall appoint that person as member or Chairperson or both, as the case may be.
- (iv.) The Chairperson and one other member are a quorum; but, in the absence of a member, the other members shall not proceed unless the absent member has been given reasonable notice of sitting.
- (d) Where the matter is submitted to the Arbitration Board, the Arbitration Board shall commence hearings within ten (10) working days of the appointment of the Chairperson and shall hear evidence and argument submitted by or on behalf of the parties relevant to the matter submitted and shall make a decision thereon in the form of an award of the Arbitration Board.
- (e) The Arbitration Board shall hear and determine the difference or allegations and shall issue a decision, which decision shall be final and binding and enforceable upon the parties and upon any employee or employees affected by it.
- (f) The Arbitration Board may summon before it any witnesses and require them to give evidence on oath, orally or in writing, and to produce such documents and evidence as the Arbitration Board deems requisite to the full investigation and consideration of the matters referred to it.
- (g) The Arbitration Board shall submit a report on the findings and the decision of the Board within fourteen (14) days following the completion of the hearing to the parties.
- (h) Any of the time limits referred to above may be extended by mutual agreement of the parties hereto.

- (i) In the case of a three person Arbitration Board the decision of the majority shall be the decision of the Arbitration Board. If there is no majority, the decision of the Chairperson shall be the decision of the Board.
- (j) The Arbitration Board has such powers as are allowed it under the Labour Relations Act of Manitoba including, but not limited to, that if the Arbitration Board determines that an employee has been dismissed or otherwise disciplined for just cause, and provided the Collective Agreement does not provide a specific remedy or penalty for the just cause of the dismissal or disciplinary action, the Arbitration Board may substitute such other penalty or remedy in lieu of dismissal or the disciplinary action as the Board deems just and reasonable under the circumstances.
- (k) The Arbitration Board shall not have the power to add to, subtract from or modify or alter in any way the provisions of this Agreement or a signed Memorandum of Understanding or a signed Memorandum of Agreement between the parties.
- (l) The expenses incurred by and in respect of an Arbitration Board shall be paid as follows:
 - (i.) The parties to the Arbitration shall each pay an equal portion of the remuneration and expenses of the Chairperson of the Arbitration Board.
 - (ii.) Each party to the Arbitration shall pay the remuneration and expenses of the member of the Arbitration Board named or appointed by or on behalf of that party.
 - (iii.) Each party to the Arbitration Board shall pay the fees and expenses of witnesses called by that party to give evidence before the Arbitration Board.

- (iv.) Each party to the Arbitration shall pay the fees and expenses of any counsel appearing before the Arbitration Board on behalf of that party.
- (v.) The parties to the Arbitration shall each pay an equal portion of other costs and expenses incurred by the Arbitration Board in conducting the arbitration.

37:03 The parties hereto agree that an employee of the Employer or a Staff Member of the Union shall not be eligible for appointment as a member of the Arbitration Board or to act as a member of the Arbitration Board.

Article 38 General Provisions

- 38:01** Upon the written request of an employee the employee's personnel file shall be made available for their full examination. Such examination shall be in the presence of a representative of the Employer. The employee, may at their option, have a Union representative present. An employee may request a copy of specific documents on the employee's file. This provision shall not be unreasonably requested or denied.
- 38:02** If an employee dies prior to leaving the employ of the Employer, the Employer shall pay to their estate all amounts owing from that employee's wages, overtime, banked time, severance pay, vacation, and such other monetary clauses of this Agreement.
- 38:03** Any oral or written agreement made with an employee which is inconsistent with this Agreement is null and void.
- 38:04** For the purpose of calculating benefits, the calculation shall be based on the employee's starting date with the Employer unless specifically stated elsewhere in this Agreement.
- 38:05** During the term of this Agreement, the Employer shall provide a Pension Plan and Group Life Insurance Plan. As a condition of employment,

employees shall be required to join these plans in accordance with the terms and conditions of each plan.

- 38:06** The Employer will provide payroll deduction services for employees to join the Employer's extended health care plan when eligible, as per Employer and benefit carrier policies.

Article 39 Dental Plan

- 39:01** The parties hereto agree that the Employer shall continue to participate in the Province of Manitoba's Dental Plan, provided that the Province of Manitoba so agrees. (See Information Memorandum #2.)

Article 40 Severance Pay

- 40:01** Employees with nine (9) or more years of continuous employment whose services are terminated as a result of retirement (minimum age fifty-five [55]) or death, shall be paid, or to the employee's estate in the event of death, severance pay in the amount of one week's pay for each complete year of continuous employment or portion thereof, but the total amount of severance pay shall not exceed fifteen (15) weeks' pay.
- 40:02** For long term employees whose services are terminated as a result of retirement, in addition to the severance pay outlined above, employees with 20-24 years of continuous service will receive an additional two (2) weeks' pay; employees with 25-29 years of continuous service will receive an additional four (4) weeks' pay, employees with 30-34 years of continuous service will receive an additional six (6) weeks' pay and employees with 35 or more years of continuous service will receive an additional eight (8) weeks' pay.
- 40:03** Where an employee in their ninth (9th) year of continuous service fails to complete nine (9) years continuous service as a result of retirement (minimum age 55) or death, the employee shall be paid, or to the employee's estate in the event of death, severance pay on the basis of nine (9) weeks' pay multiplied

by the factor of the number of complete months service completed in their ninth (9th) year divided by twelve (12) months.

- 40:04** Employees with three (3) or more years of continuous employment whose services are terminated as a result of permanent layoff shall be paid severance pay in the amount of one week's pay for each complete year of continuous employment or portion thereof, but the total amount of severance pay shall not exceed twenty-six (26) week's pay.
- 40:05** Where an employee in their third (3rd) year of continuous service fails to complete three (3) years' continuous service as a result of permanent layoff, the employee shall be paid severance pay on the basis of three (3) weeks' pay multiplied by the factor of the number of complete months service completed in their third (3rd) year divided by twelve (12) months.
- 40:06** Service Canada's Record of Employment code for such payments is titled "Retiring Allowance / Retirement Leave Credits."

Article 41 Education Leave

41:01 Definitions

- (a) Educational leave means leave of absence with or without pay for purposes of engaging in a program of studies at a University or Community College, including for program practicums.
- (b) Course includes conferences, conventions, seminars, workshops, symposiums, or any Government, technical, professional, or education institution learning session(s).
- (c) Costs mean all expenses directly related to an employee's involvement in a course, such as wages, travel, subsistence expenses, tuition, books, registration fees, etc.
- (d) Educational Assistance means financial assistance to cover costs provided by the Employer to an employee engaged in a course which may/may not require absence from regular work activities.

- 41:02** An employee required by the Employer to attend any conference, workshop, seminar or like function shall be granted time off with pay and all expenses shall be covered by the Employer up to the current approved maximums.
- 41:03** Where an employee requests educational assistance, the Employer and employee may consider cost sharing on a pro-rated basis, based on the relevance of the course to the job, the degree of benefit each party receives from the employee taking the course, the amount of educational assistance the employee has already received in this fiscal year and the funding available for educational assistance.
- 41:04** Educational leave, for an Employer related program of studies of up to one (1) year may be granted, without pay, with the guarantee of employment but not necessarily of a specific position on return. Criteria for granting educational leave will include length of time on staff, degree of relevance of the program of studies to be pursued, evaluation--competence, potential, and commitment to the work of the agency, length of time being requested and how feasible that is in relation to agency needs.
- 41:05** Reimbursement for any approved course costs shall be made within ten (10) working days of receipt of the claim for reimbursement.
- 41:06** The Employer agrees to grant a leave without pay to enable an employee to write an exam(s) pertaining to any course in any skilled/certified trade, and/or college and/or university, or other accredited body, related to development of the employee's job skills.
- Said leave to be requested in writing at least one (1) week prior to the date set for the exam.
- 41:07** All requests for courses shall be placed in writing to the Employer.
- 41:08** The Employer shall endeavour to establish periodic in-house staff training opportunities.

Article 42 Duration and Renegotiation of Agreement

- 42:01** This Agreement shall become effective from and including the signing date, or unless otherwise specified herein, by the parties hereto and shall continue in effect up to and including date of ratification (June 18, 2024) to March 19, 2027 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 thirty (30) days prior to-but not more than ninety (90) days prior to the expiry date thereof. During the period required to negotiate a renewal or a revision and renewal of this Agreement, this Agreement will remain in full force and effect without change.
- 42:02** Where notice for revision of this Agreement is given under 42:01, the party giving notice agrees to deliver to the other their written proposals for the revision of the Agreement. The parties shall, within twenty (20) working days following receipt of the specific proposals for revision to the Agreement, commence collective bargaining. These time limits may be changed by mutual agreement between the parties hereto.
- 42:03** All terms of this Agreement shall be effective from the date of signing unless otherwise specified.
- 42:04** Notwithstanding any other provision in this Agreement, the Employer shall not later. than ninety (90) days preceding the expiry date of this Agreement, furnish in written form to the Union the following: the name of each employee within the bargaining unit, their classification and current salary.

Article 43 Health and Safety

- 43:01** The Employer and the Union recognize that safety, accident prevention, and the preservation of health are of primary importance and that these activities require the combined efforts of the Employer, Employees, and the Union.
- 43:02** The Employer will continue to provide its employees with safe working conditions, equipment and materials, and will continue to ensure that all reasonable precautions are taken.

- 43:03** 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.
- 43:04** Every employee shall take all reasonable precautions and follow all reasonable safety rules, practices and procedures in order to protect their safety and the safety and health of any other persons who may be affected by their acts or omissions at work.
- 43:05** The parties recognize the importance of a Workplace Health and Safety Committee to enhance the ability of employees and management to resolve health and safety concerns. It is recognized that members in the scope of this agreement will participate in the Employer-wide Workplace Health and Safety Committee.
- 43:06**
- (a) The Committee shall include one (1) Employee Representative from the bargaining unit.
 - (b) The Committee Representative shall be selected by members from the bargaining unit freely and without interference;
 - (c) The Committee shall meet regularly at intervals, as per the Manitoba Workplace Safety and Health Act;
 - (d) The Employer shall provide a prominent place where information relating to health & safety subjects may be posted. Information posted shall include:
 - (i) The names of all Committee members and their terms of office;
 - (ii) The scheduled meeting dates of the Committee;
 - (iii) The agenda for each meeting;
 - (iv) The minutes of the previous meeting;
 - (v) Informational and educational materials which have specific relevance to the safety and health of employees.

- (e) Minutes of all Committee meetings are required. Minutes shall consist of matters relating to the receipt and disposition of safety and health concerns. The minutes shall be signed by both Chairpersons. Where there is disagreement as to the accuracy or content, either party may so note the disagreement and place their comments on the minutes prior to signing. When the minutes are signed by both Co-Chairpersons, the management Co-Chairperson shall retain the original for the records of the Committee, forward a copy to the Workplace Safety & Health Division, post a copy as provided in Subsection (i) above and forward a copy to members of the Committee;
- (f) Any material addressed to the Committee shall be distributed as soon as practicable by the person receiving same to the other Committee members.

43:07 The objectives of the Workplace Health and Safety Committee include:

- (a) Assisting employees to identify, record, examine, evaluate and resolve health and safety concerns in the workplace;
- (b) Developing practical procedures and conditions to help achieve health and safety in the workplace;
- (c) Promoting education and training programs to develop detailed knowledge of health and safety concerns and responsibilities in each individual workplace.

43:08 Where a supervisor knows that any condition exists at a workplace that is unusually dangerous to the safety and health of an employee, they shall not require or permit an employee to engage in, carry on or continue to work in that workplace under that condition.

43:09 (a) Where an employee has reason to believe, and does believe, that a condition exists that is dangerous to their safety or health in the performance of their work, they shall report that condition to their supervisor.

- (b) The supervisor upon being notified under (a) above shall discuss and/or inspect the condition with the employee and discuss the employee's reasons for believing the condition to be dangerous. The co-chairpersons of the Health and Safety Committee may be asked to participate. When the condition being raised is a client, discussion between the employee and the supervisor shall suffice.
- (c) If the employee is unsatisfied with the supervisor's decision or if the supervisor refuses to inspect the condition, the employee shall contact, in writing or by telephone, the Workplace Safety and Health Division and the Chief Executive Officer without delay.
- (d) If the employee refuses to work because of their belief that the condition is dangerous, they must be available to perform other work assigned to him.

43:10 Where an employee has refused to perform work in accordance with this Article, no other employee shall be assigned the particular work unless the employee is notified of the refusal and the reasons for the refusal, if known.

43:11 Nothing in this Article prevents the doing of any work or thing that may be necessary in order to remedy the dangerous condition described in Sections 43:08 and 43:09.

43:12 Disciplinary action shall not be taken against an employee solely for the reason that:

- (a) They made a report under Section 43:09; and
- (b) They refused to work or continue to work under the conditions described under Section 43:09 provided a safety and health officer has reported in writing that the employee has reasonable and probable grounds for believing that those conditions were dangerous to their safety or health.

- 43:13** Where an employee wilfully takes unfair advantage of the provisions described in Section 43:09, they may be subject to disciplinary action up to and including suspension or dismissal.

Article 44 Leave of Absence

- 44:01** Where an employee is granted a leave of absence without pay, where the terms of the plan permit, the employee has the option to maintain coverage under employee/employer benefit programs. Should they choose to participate in an applicable cost shared program and not return to work after the leave of absence, the employee would be required to reimburse the Employer for the Employer-paid costs while on their leave of absence. If the employee chooses the cost share option for an applicable benefit, the employee will receive a taxable benefit on their T4 for the Employer-paid portion. The employee is responsible for submitting timely post-dated cheque(s) or e-transfer(s) prior to the first of each month when participating in a leave of absence cost share arrangement.

Article 45 Term Employment

- 45:01** Where a permanent employee accepts a term position and the term expires then the employee shall return to the position they held prior to accepting the term position.
- 45:02** Where the employment of a term employee terminates at the end of a specific term of employment, the Employer shall not be required to give any notice or payment in lieu of notice.
- 45:03** The employee shall accrue seniority and all other benefits of the Collective Agreement while filling the term position.

Article 46 Compassionate Care Leave

- 46:01** As per Employment Standards Code.

Article 47 Domestic Violence Leave

47:01 As per Employment Standards Code.

IN WITNESS WHEREOF the President and the Chief Executive Officer of the Child and Family Services of Western Manitoba have hereunto set their hands for, and on behalf of the Child and Family Services of Western Manitoba and the Representative of the Manitoba Government and General Employees' Union has hereunto set their hand for, and on behalf of the Manitoba Government and General Employees' Union.

Signed this 16th day of July 2024.

Heather G Duncan
CFS Western Manitoba

W. M. M. M. M.
Manitoba Government and General
Employees' Union

Adamant
CFS Western Manitoba

W. M. M. M. M.
Manitoba Government and General
Employees' Union

Memorandum of Agreement #1

between

Child and Family Services of Western Manitoba

and

Manitoba Government and General Employees' Union

Re: Wage Increases, Retroactive Payment, adjustments to Salary Schedule and Signing Bonus

It is recognized that MGEU was certified as the Bargaining Agent for CFS Western Social Work Assistants effective December 8, 2023. The first Collective Agreement between MGEU and CFS Western Manitoba (Social Work Assistants Local 461) shall be effective at the date of ratification, June 18, 2024 and will expire March 19, 2027.

The parties have agreed to a compensation package equivalent to the negotiated increases, retroactive payment, adjustments to salary schedule and signing bonus between MGEU and Manitoba Civil Service (March 25, 2023 – March 19, 2027). The details of the compensation package are indicated in Schedule “A” of the Collective Agreement attached hereto.

Retroactive Payment of increases (for the difference between the existing CCW wages to the new Social Work Assistant wages) to March 25, 2023, adjustments to Salary Schedule, progression to the next step and Signing Bonus will be implemented in the pay period after ratification.

Signing Bonus:

A one-time lump sum signing bonus of \$1800 for full-time employees and a \$900 for part-time employees will be processed through regular payroll and is subject to all taxes and employee deductions applied to regular pay.

Adjustments to Salary Schedules:

- (a) New retention (maximum) step adjustment and automatic progression – Effective at date of ratification, a new 2.5% maximum step will be added to the Salary Schedule immediately preceding the 20-year Long Service Step. On a one time basis, all Social Work Assistants (except those on the 20 year step) will automatically advance to the next step on the scale including the new maximum step. Anniversary dates for merit increases will not change.
- (b) Adjustment 20 year Long Service Step – Effective at date of ratification the 20 year Long Service Step will be adjusted to maintain the 2% differential from the new 2.5% retention (maximum step).
- (c) New 2% 25-year Long Service Step – Effective at date of ratification, a new 2% twenty- five year Long Service Step will be established.

Advancement to this new step will be subject to the same eligibility criteria as is applied to the 20-year Long Service Step.

Signed this 16th day of July 2024.

Heather G Duncan
CFS Western Manitoba

[Signature]
Manitoba Government and General Employees' Union

[Signature]
CFS Western Manitoba

[Signature]
Manitoba Government and General Employees' Union

Memorandum of Agreement #2

between

Child and Family Services of Western Manitoba

and

Manitoba Government and General Employees' Union

Re: LTD Plan

The parties hereby agree that the Employer will contact representatives of the Union to discuss changes in the method of funding and/or changes in other terms of the L.T.D. Plan.

The revised terms and conditions of the plan agreed to may be covered by a separate Memorandum of Agreement.

Signed this 16th day of July 2024.

Heather G. Duncan
CFS Western Manitoba

[Signature]
Manitoba Government and General
Employees' Union

[Signature]
CFS Western Manitoba

[Signature]
Manitoba Government and General
Employees' Union

Memorandum of Agreement #3

between

Child and Family Services of Western Manitoba

and

Manitoba Government and General Employees' Union

Re: Extended Health Care Benefits Plan

It is mutually agreed that, if during the life of this Agreement, the Employer proposes to pay for the premiums of such a plan for employees of the Employer not covered by this Agreement, the same proposal shall be offered to the Union.

If the proposal is accepted by the Union, as demonstrated by a signed Memorandum of Agreement outlining the terms and conditions, the proposal shall become effective on the same date that it is implemented for rest of the agency staff.

Neither such a proposal offer nor acceptance of same constitute a re-opening of the Agreement.

Signed this 16th day of July 2024.

Heather G Duncan
CFS Western Manitoba

W. M. Quirkhead
Manitoba Government and General
Employees' Union

[Signature]
CFS Western Manitoba

[Signature]
Manitoba Government and General
Employees' Union

Memorandum of Agreement #4

between

Child and Family Services of Western Manitoba

and

Manitoba Government and General Employees' Union

Re: Employee Assistance Program

It is mutually agreed that, if during the life of this agreement, the Employer proposes to provide or pay for an Employee Assistance Plan for employees of the Employer not covered by this Agreement, the same proposal shall be offered to the Union.

If the proposal is accepted by the Union as demonstrated by a signed Memorandum of Agreement outlining the terms and conditions, the proposal shall become effective on the same date that it is implemented for the rest of the agency staff.

Neither such a proposal offer nor acceptance of same constitute a re-opening of the agreement.

Signed this 16th day of July 2024.

Heather G Duncan
CFS Western Manitoba

W. M. Quirkhead
Manitoba Government and General
Employees' Union

[Signature]
CFS Western Manitoba

[Signature]
Manitoba Government and General
Employees' Union

Memorandum of Agreement #5

between

Child and Family Services of Western Manitoba

and

Manitoba Government and General Employees' Union

Re: Sick Leave

It is mutually agreed that, if during the life of this Agreement, the Employer proposes a change in the sick leave benefits for employees of the Employer not covered by this Agreement, the same proposal shall be offered to the Union.

If the proposal is accepted by the Union, as demonstrated by a signed memorandum of agreement outlining the changed terms and conditions, the proposal shall become effective on the same date that it is implemented for the rest of the Agency staff.

Neither such a proposed offer nor acceptance of same shall constitute a re-opening of the Agreement.

Signed this 16th day of July 2024.

Heather G Duncan
CFS Western Manitoba

W. M. Quirkhead
Manitoba Government and General
Employees' Union

[Signature]
CFS Western Manitoba

[Signature]
Manitoba Government and General
Employees' Union

Memorandum of Agreement #6**between****Child and Family Services of Western Manitoba****and****Manitoba Government and General Employees' Union****Re: Health Spending Account and Personal Spending Account**

The parties agree that should an increase to the Health Spending Account be negotiated and/or implemented for CFS Western Manitoba Agency Staff outside of this Collective Agreement, that the same increase and effective date be applied to members of this bargaining unit.

It is mutually agreed that, eligible employees shall select a plan regarding their Health Spending Account (HSA) coverage and Personal Spending Account (PSA) coverage. Employees are able to opt into another plan with notification to the Payroll department before the end of November each year for the following calendar year.

Choices for full-time employees:

Plan A: \$700 of HSA credits

Plan B: \$350 of HSA credits and \$350 of PSA credits (Please note that the PSA is for the personal use of the employee only, not for their current/future dependents or spouse)

Choices for part-time employees:

Plan C: \$350 of HSA credits

Plan D: \$175 of HSA credits and \$175 of PSA credits (Please note that the PSA is for the personal use of the employee, not for their current/future dependents or spouse)

Details

Both the HSA and PSA are based on the calendar year and are not accumulative year to year. Manitoba Blue Cross administers the Health Spending Account (HSA) and the Agency's Payroll department administers the Personal Spending Account (PSA). Please follow the claim submission guidelines set out by Manitoba Blue Cross to access your HSA credits; HSA credits are not considered a taxable benefit, meaning the employee will receive the full amount (i.e. \$700 or \$350 if eligible claims are submitted on time). The PSA is considered a taxable benefit and will be processed through payroll (i.e. taxed); however, the PSA may be able to better assist in supporting the mental and physical well-being of an employee for services that fall outside the HSA scope. You will be able to opt into another plan with notification to the Payroll department before the end of November each year for the following calendar year.

Potential eligible expenses for the HSA include: employee-paid extended health premiums, reimbursement for prescribed medications, dental costs, vision costs (i.e. glasses), or paramedical costs not covered by the Plan maximum. Please visit Manitoba Blue Cross's website for specific criteria. Potential claimable expenses for the PSA are listed on the PSA Claim Form that you would submit with your receipt(s).

To be reimbursed for PSA credits, please submit the PSA Claim Form with attached receipt(s) to the Payroll Administrator before the end of February for the preceding calendar year. Your PSA Claim Form must indicate which category your item(s) falls under and your receipt(s) must state the store/organization name, date of purchase, and the item name (if for an activity/service the employee's name must be listed as the user/participant). Credit card statements, which only identify the store/organization name and cost will not be accepted. As indicated above, the PSA is a taxable benefit and will be reported on your T4.

Signed this 16th day of July 2024.

Heather G Duncan
CFS Western Manitoba

W. Quirke
Manitoba Government and General
Employees' Union

[Signature]
CFS Western Manitoba

[Signature]
Manitoba Government and General
Employees' Union

Memorandum of Agreement #7**between****Child and Family Services of Western Manitoba****and****Manitoba Government and General Employees' Union****Re: Vehicles for Work Use**

Once the Orientation Period is complete, the Employer shall assign a vehicle and fuel card to Rural Social Work Assistants, and provide a Car Allowance (pro-rated to their full-time equivalency) to Brandon Social Work Assistants. Brandon-based Social Work Assistants must have a vehicle available for work use with “all purpose” insurance through Manitoba Public Insurance (MPI). For Brandon-based Social Work Assistants, Car Allowances are calculated as follows for a full-time employee, as per the Employer’s Administration Policy 214: Transportation:

Provincial first-level mileage rate multiplied by 457.67 kilometers (which factors in statutory holidays), multiplied by 12 months, minus eligible vacation weeks (ex. 3 weeks, 4 weeks, etc.), divided by 26, which equals the bi-weekly pay-period Car Allowance amount.

*This formula accounts for fuel costs for work-related responsibilities, as well as maintenance costs which may include but are not limited to oil changes, tires, and general cleaning upkeep. The mileage rate in the formula above is set forth by the Province of Manitoba. The kilometer amount in the calculation is static and does not change.

Signed this 16th day of July 2024.

Heather G Duncan
CFS Western Manitoba

W. Quirke
Manitoba Government and General
Employees' Union

[Signature]
CFS Western Manitoba

[Signature]
Manitoba Government and General
Employees' Union

Information Memorandum

Re: Article 40 - Dental Plan

The parties agree to the continuation of the Dental Services Plan with the following changes:

- (a) Effective the first of the month following the date of signing of this agreement and limited to dental work performed on and after that date, the basis for payment for covered services shall be the 2024 Manitoba Dental Association (MDA) Fee Guide;
- (b) The 2024 MDA Fee Guides will be implemented effective April 1 of each respective year;
- (c) Dental coverage will continue for the first seventeen (17) weeks of maternity leave effective the first of the month following the date of signing and limited to maternity leaves commencing on and after that date;
- (d) The annual maximum per claimant will be increased as follows:
 - effective January 1, 2007 - one thousand four hundred and seventy-five dollars (\$1,475.00);
- (e) The orthodontic lifetime maximum will be increased as follows:
 - effective January 1, 2007 - one thousand six hundred and seventy-five dollars (\$1,675.00);
- (f) Effective the first of the month following the date of signing of this agreement and limited to dental work performed on and after that date, part-time employees will be eligible for family coverage based on fifty percent (50%) of the annual maximum per claimant identified in each of 40:01 (d) and (e) above.

Salary Schedule

Social Work Assistant		Current re: LRB Certificate								
	STEP 1	STEP 2	STEP 3	STEP 4	STEP 5	STEP 6	STEP 7	STEP 8		Long Service
CCW 1										
YEARLY	38672.55	39918.64	41225.29	42560.70	44415.45	45811.43	47360.33	48969.79	0.00	49949.19
MONTHLY	3222.71	3326.55	3435.44	3546.73	3701.29	3817.62	3946.69	4080.82		4162.43
BI-WEEKLY	1487.41	1535.33	1585.59	1636.95	1708.29	1761.98	1821.55	1883.45		1921.12
HOURLY	20.52	21.18	21.87	22.58	23.56	24.30	25.12	25.98		26.50

Social Work Assistant		March 25, 2023 (2.5%)								
	STEP 1	STEP 2	STEP 3	STEP 4	STEP 5	STEP 6	STEP 7	STEP 8		Long Service
SWA										
YEARLY	39639.37	40916.60	42255.92	43624.72	45525.83	46956.71	48544.33	50194.04	0.00	51197.92
MONTHLY	3303.28	3409.72	3521.33	3635.39	3793.82	3913.06	4045.36	4182.84		4266.49
BI-WEEKLY	1524.59	1573.72	1625.23	1677.87	1750.99	1806.03	1867.09	1930.54		1969.15
HOURLY	21.03	21.71	22.42	23.14	24.15	24.91	25.75	26.63		27.16

Social Work Assistant		March 23, 2024 (2.75%)										
	STEP 1	STEP 2	STEP 3	STEP 4	STEP 5	STEP 6	STEP 7	STEP 8	Step 9	Long Service	25 YEAR Long Service Step	
SWA												
YEARLY	40729.45	42041.81	43417.96	44824.40	46777.79	48248.02	49879.30	51574.37	52863.73	0.00	53921.00	54999.42
MONTHLY	3394.12	3503.48	3618.16	3735.37	3898.15	4020.67	4156.61	4297.86	4405.31		4493.42	4583.29
BI-WEEKLY	1566.52	1616.99	1669.92	1724.02	1799.15	1855.69	1918.43	1983.63	2033.22		2073.88	2115.36
HOURLY	21.61	22.30	23.03	23.78	24.82	25.60	26.46	27.36	28.04		28.61	29.18

Date of Ratification - new step to each scale

Social Work Assistant		March 22, 2025 (3%)										
	STEP 1	STEP 2	STEP 3	STEP 4	STEP 5	STEP 6	STEP 7	STEP 8	Step 9	Long Service	25 YEAR Long Service Step	
SWA												
YEARLY	41951.33	43303.07	44720.50	46169.13	48181.13	49695.46	51375.68	53121.60	54449.64		55538.63	56649.41
MONTHLY	3495.94	3608.59	3726.71	3847.43	4015.09	4141.29	4281.31	4426.80	4537.47		4628.22	4720.78
BI-WEEKLY	1613.51	1665.50	1720.02	1775.74	1853.12	1911.36	1975.99	2043.14	2094.22		2136.10	2178.82
HOURLY	22.26	22.97	23.72	24.49	25.56	26.36	27.26	28.18	28.89		29.46	30.05

Social Work Assistant		March 21, 2026 (3%)										
	STEP 1	STEP 2	STEP 3	STEP 4	STEP 5	STEP 6	STEP 7	STEP 8	Step 9	Long Service	25 YEAR Long Service Step	
SWA												
YEARLY	43209.87	44602.16	46062.11	47554.21	49626.56	51186.33	52916.95	54715.25	56083.13		57204.79	58348.89
MONTHLY	3600.82	3716.85	3838.51	3962.85	4135.55	4265.53	4409.75	4559.60	4673.59		4767.07	4862.41
BI-WEEKLY	1661.92	1715.47	1771.62	1829.01	1908.71	1968.70	2035.27	2104.43	2157.04		2200.18	2244.19
HOURLY	22.92	23.66	24.44	25.23	26.33	27.15	28.07	29.03	29.75		30.35	30.95