Manitoba Government and General Employees' Union

601 - 275 Broadway, Winnipeg
Manitoba, Canada R3C 4M6
204-982-6438 / 1-866-982-6438
resourcecentre@mgeu.ca
MGEU.ca

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Shawn Scarcello
Co-Managing Partner
Cochrane Sinclair LLP
via email: sscarcello@cochranesinclair.ca

**With Prejudice**

**RE: Michif and Métis Bargaining**

I write to you in your capacity as legal counsel for both Michif CFS and Métis CFCS ("the Employers"). On behalf of MGEU, I write to set out our extraordinary disappointment and, frankly our disbelief, that the Employers have yet to approach the MGEU to get back to the bargaining table with a fair and reasonable offer to settle the collective agreements.

As you know, Southeast Child & Family Services ("Southeast") received funding as part of the same allotment of funds from the Province of Manitoba. Southeast came to us, almost immediately, to propose a settlement that included wage parity. We took that to our members, who were prepared to ratify a new collective agreement and avoid a work stoppage.

By contrast, the Employers have both been maintaining an inability to pay fair and reasonable increases to our members, despite receiving proportionate funding increases just like Southeast. We have asked on multiple occasions for financial disclosure to support the Employers' claim of an inability to pay, including via an email from Angela Bouchard to Shawn Scarcello, dated March 10, 2025, as well as at each of the bargaining tables and during the conciliation meetings. Despite multiple requests, no disclosure has been forthcoming to support an inability to pay. To be clear, not only have we not received disclosure to justify the Employers' claims of inability to pay, but the Employers have not even been able to explain the basis for their last proposals (including the details of how the options were calculated).

We have received legal advice that the failure to provide full financial disclosure to support the Employers' claims of an inability to pay in these circumstances is bad faith bargaining and disclosure of the requisite information could be sought through the Manitoba Labour Board along with other remedies. The Employers' refusal to provide disclosure is the effective cause of the current impasse between the parties as, without that disclosure supporting an inability to pay, MGEU has been unable to effectively consider and/or respond to the Employers' last proposals. In the circumstances, it can be argued that the Employers have caused the work stoppage and each ought to pay damages, including for the losses incurred by our members throughout the strike.

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Given this reality, we have been reflecting on why the Employers seem intent on dragging out the bargaining processes by failing to provide this information or making a reasonable proposal at the table. Given that the effective date of the layoffs is looming on April 3, 2025, this appears to be a cynical attempt to avoid having to pay retroactive pay to employees who diligently served the Employer since February 1, 2023 in anticipation of fair and reasonable increases.

We note that there was no talk of layoffs at either bargaining table until after the Employers were well aware that strike preparations were underway. The basis for the layoffs is entirely unclear. Given the timing, the most reasonable conclusion is that the layoffs were designed to intimidate our members into foregoing their right to strike and to abandon the principle of equal pay for equal work.

Finally, we can advise that MGEU considers that the effect of the Essential Services Agreements is to substantially interfere with a meaningful process of collective bargaining for our members (i.e., any meaningful right to strike), such that our members should have access to interest arbitration to resolve the dispute. This was true before the layoffs took effect, but the interference is even more significant once the layoffs come into effect tomorrow. We are in the process of preparing to apply to the Board to have it determine this point, and to thereby gain access to interest arbitration under The Labour Relations Act.

Once an interest arbitration gets underway, our strong view is that there is almost no doubt as to the result: a deal providing for wage parity. We suggest that the Employers save all parties, and most importantly our members, further aggravation and substantial cost, and propose a settlement on this basis now.

For all these reasons, we call upon the Employers to get back to the bargaining table.

Yours truly,

Allison Long

Allison Long
Staff Negotiator

Xc: Kyle Ross, MGEU President
Sheila Gordon, Director, Negotiations
Mr. Quinton Sanderson, Acting Executive Director, Michif CFS
Mr. Scott Maksymyk, Executive Director, Metis CFCS