

Collective Agreement

between

Board of Directors of Child and Family

All Nations Coordinated Response Network Inc.

and

Manitoba Government and General Employees' Union

Local 365

March 30, 2019 to March 24, 2023

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*All changes appear **in bold**.

THIS AGREEMENT made this _____ day of _____ 2023.

between

Board of Child and Family

All Nations Coordinated Response Network Inc.

(hereinafter referred to as the Employer)

of the first part

and

Manitoba Government and General Employees' Union

(hereinafter referred to as the Union)

of the second part.

ANCR recognizes the importance of their human resources in the achievements of the organization's goals. ANCR's goal is to operate in a respectful, culturally diverse environment and relies on the strengths of the staff to provide extended service for the delivery of a wide variety of programs and services.

To maintain harmonious relationships between the Employer and members of the Union; and to recognize the value of joint discussion and negotiation in matters related to compensation, pay ranges and working conditions; the Employer and the Union mutually agree as follows:

Article 1 Interpretation

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

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

- (a) Accumulated service is calculated based on all hours for which an employee has received regular pay. This includes regular hours worked and approved leaves of absence from ANCR where regular pay is maintained.
- (b) Accumulated service does not include overtime hours or any leaves of absence without pay or with partial pay including, but not limited to, suspensions without pay, worker's compensation and other leave situations.
- (c) Accumulated service must be continuous service.
- (d) An employee can only receive a maximum of one (1) year of accumulated service in any twelve (12) month period.

1:02 "Agreement" means this Agreement which may be referred to as the ANCR Agreement.

1:03 "Authorized Overtime" shall mean overtime authorized by a director, manager or supervisor and where the term "overtime" is used in this Agreement, it shall mean "authorized overtime".

1:04 **"Back to Back Shift" means an employee is required to work a second shift immediately following their regular worked full shift. In order to be considered back to back the second shift must be at least six (6) hours.**

1:05 "Calendar Service" means the length of continuous service from the employee's most recent date of hire to the present. Periods of lay-off, while not affecting the continuity of service, are not included in the calculation of calendar service.

1:06 "Casual Employee" means an employee who normally works less than the full normal daily, weekly or monthly hours of work, as the case may be, and whose work is irregular, or non-recurring or does not follow an ongoing predetermined schedule of work on a regular and recurring basis.

Notwithstanding the foregoing, casual employees may be employed for a short duration to replace employees who are absent for any reason.

- 1:07** “Class” or “Class of Position” means a group of positions involving duties and responsibilities so similar that the same or like qualifications may reasonably be required for, and the same schedule or grade of pay can be reasonably applied to, all positions in the group.
- 1:08** “Continuous Service” means consecutive and contiguous days, weeks, months and/or years of employment with ANCR where there has been no break in service involving termination of the employee.
- 1:09** “Dismissal” means the removal for disciplinary reasons from a position of employment for just cause.
- 1:10** “Employee” means a person employed in a position in the bargaining unit.
- 1:11** “Employer” means the Board of Directors of Child and Family All Nations Coordinated Response Network Inc. and herein referred to as ANCR or as the Employer.
- 1:12** “Grade of Pay”, “Pay Range” or “Pay Grade” means a series of rates of remuneration for a class that provides for a minimum rate, a maximum rate, and such intermediate rates if any as may be considered necessary to permit periodic increases in remuneration and as set out in the respective salary schedules.
- 1:13** “Increment” means the amount per annum provided as a rate of increase in the applicable salary payable to any eligible employee, which unless the context of the relevant approved pay range otherwise clearly indicates, may be granted annually on the applicable anniversary dates.
- 1:14** “Lay-off” means to temporarily remove from a position of employment subject to the employee retaining such rights as set out under this Agreement.
- 1:15** “Part-time Employee” means an employee who normally works less than the full normal daily, weekly or monthly hours, as the case may be, and whose

work follows an ongoing, predetermined schedule of work on a regular and recurring basis.

- 1:16** “Position” means a position of employment with ANCR.
- 1:17** “Promotion” means a change of employment from one (1) position to another having a higher maximum salary.
- 1:18** “Regular Employee” means an employee who carries out and occupies a continuing function in a program and who has all the rights and privileges of permanent status.
- 1:19** “Transfer” means the removal of an employee from a position in a class and appointing the employee to another position in the same class or to another position in a different class having the same maximum rate of pay.
- 1:20** “Union” means the Manitoba Government and General Employees’ Union.

Article 2 Duration of Agreement

- 2:01** This Agreement shall become effective from and including **March 30, 2019** and shall continue in effect up to and including **March 24, 2023** and shall remain in force and effect from year to year thereafter unless written notice to negotiate a renewal, or revision and renewal is given by either party at least forty-five (45) days prior to but not more than one hundred eighty (180) days prior to the expiry date hereof. During the period required to negotiate a renewal, or revision and renewal of this Agreement, this Agreement shall remain in full force and effect without change.
- 2:02** Where notice for revision of this Agreement is given under Section: 01, parties agree to exchange proposals for the revision of the Agreement, no later than thirty (30) calendar days prior to the expiry date of the Agreement. The parties shall, within twenty (20) working days following receipt of the specific proposal for the revision to the Agreement, commence collective bargaining. These time limits may be changed by mutual agreement between the parties hereto.

2:03 All additions, deletions, amendments, and/or revisions from the previous Agreement to this Agreement shall be effective the first day of the bi-weekly pay period following the date of signing of this Agreement unless otherwise specified.

Article 3 Amendment to the Salary Schedule

3:01 During the term of this Agreement, amendments to the salary schedule resulting from the introduction of a new classification, or amendments to Appendix “A” of the Agreement in respect of exclusions from the terms of this Agreement shall be determined through negotiation between the parties hereto.

Article 4 Application of Agreement

4:01 The terms of this Agreement shall not apply to:

- (a) Incumbents of the positions set forth in Appendix “A” attached hereto; and
- (b) The employee groups defined in MLB certificates Nos. 3302, 3367 and 3822.

4:02 ANCR recognizes the Union as the sole and exclusive bargaining agent for those employees within the bargaining unit as set out in Section: 01 herein and as well such further classes of employees as may be agreed upon by the parties during the term of this Agreement.

Article 5 No Discrimination

5:01 The parties hereto agree that there shall be no discrimination, harassment, coercion or interference exercised or practised with respect to any employee by reason of **ancestry, including colour and perceived race; nationality or national origin; ethnic background or origin; religion or creed, or religious belief, religious association or religious activity;** age, sex, **including sex-determined characteristics or circumstances, such as**

pregnancy, the possibility of pregnancy, or circumstances related to pregnancy; gender identity; sexual orientation, marital or family status; source of income; political belief, political association or political activity; physical or mental disability or related characteristics or circumstances, including reliance on a service animal, a wheel chair, or any other remedial appliance or device; social disadvantage, or membership in the Union or activities in the Union.

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

- 5:02** All pay and benefit provisions in the Agreement have been negotiated with the specific understanding that the provisions are not discriminatory.

Article 6 Management Rights

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

Article 7 Union Business

- 7:01** It is agreed that it is desirable to promote a harmonious working relationship between the parties. To this end, ANCR will make every possible effort to grant leave of absence to employees to attend Union business.

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

- (a) Requests for leave shall be made in writing by the Union by providing the employee with a letter of request. The employee shall submit the

letter to the employee's **program director**. The Union will also provide a copy of the written request to the Director of Human Resources.

(b) Where such leave of absence has been granted the Union shall reimburse ANCR one hundred percent (100%) of the wages paid to such employees during the approved absence.

7:02 For time spent with ANCR representatives during negotiations of the ANCR Collective Agreement, the Union will be allowed to have no more than three (3) employees present at each bargaining session on a time-off with pay basis.

7:03 Prior to the commencement of negotiations, the Union shall supply ANCR with a list of employee representatives for the ANCR Collective Agreement. Dependent upon operational requirements, requested leave for such employees shall not be unreasonably denied.

7:04 Subject to the mutual agreement of the parties, the total number of employees referred to in Section :02 above may be changed provided any additional employees are on leave without pay or on wage recovery as per Subsection :01 (b).

7:05 Union staff members shall not visit employees at their place of work unless prior approval has been obtained from the employee's supervisor.

7:06 ANCR agrees to allow the Union use of space on existing bulletin boards for the purpose of posting official Union information relating to business affairs, meetings, and social events provided the information does not contain anything that is adverse to the interests of the employer. The Executive Director or designate shall have the right to refuse to post or remove the posting of any information.

7:07 Upon request, a Union representative shall be provided with the opportunity to meet with newly hired employees for up to twenty (20) minutes during regular working hours. The time shall be established by agreement subject to operational requirements.

Article 8 Rights of Stewards

- 8:01** “Steward” means an employee elected or appointed by the Union who is authorized to represent the Union, an employee or both.
- 8:02** ANCR recognizes the Union’s right to select stewards to represent employees.
- 8:03** The Union shall determine the number of stewards and the jurisdiction of each steward having regard to the plan of organization, the distribution of employees at the workplace, and the administrative structure implied by the grievance procedure.
- 8:04** The Union agrees to provide ANCR with a list of stewards and any subsequent changes.
- 8:05** Stewards and employees shall not conduct Union business during their working time except as provided in Article 7:07.
- 8:06** The duties of the stewards shall be to investigate complaints of an urgent nature and to investigate and present grievances in accordance with the grievance procedure.
- 8:07** For complaints of an urgent nature, a steward shall first obtain the permission of the steward’s immediate supervisor before leaving work to investigate such complaint. Such permission shall not be unreasonably sought or withheld. On resuming the steward’s normal duties, the steward shall notify the steward’s supervisor.
- 8:08** When it is necessary for a steward to investigate a complaint or grievance during working hours, no deduction in salary shall be made from the steward or employee concerned, provided that each has obtained approval from their supervisor(s) for the time required to deal with the complaint or grievance. On resuming their duties, the steward and employee shall notify their supervisor(s).

8:09 ANCR recognizes the Union has instituted a steward program and that the Union will be discussing time off arrangements under Article 7:01 with ANCR, which will allow for stewards to perform their duties.

Article 9 Union Security

9:01 During the term of this Agreement, employees covered by this Agreement, whether members of the Union or not, shall pay to the Union, by payroll deduction, an amount equal to the 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 bi-weekly pay period, following the date the employee is covered under the terms of this Agreement.

9:02 ANCR shall forward to the Union the amount of the dues deducted under Section :01 above on a bi-weekly basis per each applicable bi-weekly pay period system.

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

9:04 The Union agrees to indemnify and save ANCR 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 ANCR.

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

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

Article 10 Joint Labour Management Consultation Committee

- 10:01** ANCR and the Union agree to the formation of a Joint Labour Management Committee in order that matters of a mutual concern can be discussed.
- (a) The Committee shall establish terms of reference governing frequency of meetings, designation of Committee chairpersons and other such matters as may be required for the Committee to conduct its business.
 - (b) The Committee shall not have jurisdiction over any matter of collective bargaining, or the administration of this Collective Agreement.
 - (c) The Committee shall not have the power to bind either the Union, the employees, or the Employer to any decisions or conclusions reached in their discussions.
 - (d) The Union shall appoint up to three (3) members from the bargaining unit as members of the Labour Management Committee. The employees will not suffer any loss of pay for attendance at Labour Management Committee meetings.
 - (e) ANCR shall appoint up to three (3) management members to the Labour Management Committee.
 - (f) The terms of reference are to be updated to reflect the option to identify alternate members should it be necessary.
 - (g) The MGEU Staff Representative, as well as the Human Resource Director will be standing committee members, in addition to the members from management and the bargaining unit.

Article 11 Recruitment and Appointment

- 11:01** Vacant or new positions in the bargaining unit shall be filled, whenever possible, by promotion within ANCR.
- 11:02** Notwithstanding Section: 01, first consideration for filling vacancies or new positions shall be given to persons on the re-employment list.

- 11:03** Where a vacant or new position is to be filled through competition, a bulletin shall be posted for a minimum of ten (10) days.
- 11:04** The bulletin shall state the closing date for applications, the location of the position, the classification, the duties and responsibilities of the position, the qualifications required and the salary range. The Union will be provided with a copy of all bulletins as they are issued.
- 11:05** The selection of employees for vacant or new positions shall be on the basis of qualifications, ability, prior work performance, competencies developed for the position and seniority. Where qualification, ability and prior work performance are relatively equal, seniority shall be the determining factor.
- 11:06** The parties recognize the value to clients and the Employer in having **Indigenous** employees provide care and services to **Indigenous** children and families. If two (2) or more applicants for a vacant or new position possess relatively equal qualifications, ability, prior work performance, competencies developed for the position then, consistent with Section 11 and other relevant provisions of the Human Rights Code, the Employer may from among those applicants select a candidate who is **Indigenous**.
- 11:07** An employee who is notified that he or she is an unsuccessful applicant for a vacant position shall be supplied with the reasons for non-acceptance within ten (10) days of making a written request to Human Resources. Such a request shall be made within ten (10) days of receipt of the notification that the employee was an unsuccessful applicant. An employee who has been given the reasons for non-acceptance verbally may then request that the reasons be provided in writing and the reasons shall be provided in writing by the Employer.
- 11:08** A regular employee may apply for and be appointed to a term position as a regular employee provided that ANCR has developed an employment plan which will return the employee to the employee's regular position or an acceptable alternate position.

Article 12 Probation

- 12:01** Subject to Section :08, every person appointed to a position shall be on probation for a period of six (6) months.
- 12:02** An employee's probation period may be extended by ANCR. Such extension may be for a maximum period of six (6) months.
- 12:03** An employee shall be notified in writing of any extension of the probation period under Section :02 prior to the expiry of the probation period. A meeting may be held with the employee to discuss the extension. The employee has the option to have a Union representative present.
- 12:04** An employee's probation period of six (6) months plus any extension shall be considered the initial probation period. This initial probation period shall not exceed twelve (12) months.
- 12:05** An employee who is rejected during the initial probation period may grieve the rejection at Step 2 of the grievance procedure within fifteen (15) working days from the date the employee received notice of the rejection. The Employer shall hold a hearing to discuss the grievance with the employee and the employee's representative. The decision at Step 2 shall be final for such grievances.
- 12:06** **Notwithstanding Article 12:07**, where an employee has been rejected during probation following a promotion **to a term position** within ANCR, upon such rejection the Employer will relocate the employee to the employee's former position or to a position comparable to the former position.
- 12:07** **A promoted employee rejected during probation may still be subject to disciplinary action as per Article 49.**
- 12:08** Where an employee has been rejected during probation following a promotion **to a permanent position with ANCR**, then:

- (a) **ANCR will relocate the employee to the employee's former position or to a position comparable to the former position, where possible.**
- (b) **If no position is available, comparable to their former position,** ANCR will place the employee on an employment availability list at the employee's previous classification for a period of one (1) year from the date of rejection.
- (c) During this period ANCR will endeavour to relocate the employee to a position comparable to the former position.
- (d) The employee may only grieve the rejection if the employee has not been relocated to the former position or offered a comparable position prior to the effective date of rejection. The grievance shall be initiated at Step 2 of the grievance procedure within twenty-five (25) working days from the effective date of rejection.

12:09 An employee shall not be required to serve a further probation period when:

- (a) The employee is promoted without competition as a result of reclassification of the employee's position;
- (b) The employee initiates a transfer to a position in the same classification involving similar duties and responsibilities; or
- (c) The Employer initiates the transfer or demotion of an employee from one (1) position to another for any reason.

12:10 Subject to Section :07, the rejection of an employee on probation is neither appealable nor arbitrable.

12:11 An employee who is being rejected during the employee's probationary period shall be provided with two (2) weeks' notice or payment in lieu thereof.

12:12 An employee who is temporarily appointed to another position on an acting status basis is not considered to be on probation. If the employee is

subsequently promoted to that position, the period during which the employee was in acting status does not count towards the employee's probation period.

Article 13 Term Employees

- 13:01** "Term Employee" means an employee hired for a specific term of employment. The term of employment may be based on a specific period of time or the completion of a specific job or until the occurrence of a specified event.
- 13:02** Where the employment of a term employee terminates at the end of a specific term of employment, then:
- (a) ANCR shall not be required to give any notice or payment in lieu thereof; and
 - (b) The employee shall not be required to give any notice of resignation.
- 13:03** Where a term employee is laid-off, then the following shall apply:
- (a) If the lay-off is at the end of a specific term of employment, no notice of lay-off is required.
 - (b) If the lay-off is prior to the end of a specific term of employment, an employee will receive written notice prior to the lay-off or granted payment in lieu thereof based on the following:
 - (i) Four (4) weeks' notice to an employee with one (1) or more years of seniority; or
 - (ii) Two (2) weeks' notice to an employee with less than one (1) year of full-time seniority.
- 13:04** Where a term employee is employed in the same position performing the same function for a period of more than twenty-four (24) continuous months and where the need for the position is expected to continue, ANCR will

convert the employee to regular employment status **where ongoing funding is secured.**

- 13:05** Where the employee is not to be converted in accordance with Section :04, the employee shall be notified in writing of the reasons prior to the completion of twenty-four (24) continuous months of service. Inadvertent failure to provide such notice shall not result in a right to conversion if the other conditions in Section :04 are not met. A meeting may be held with the employee to discuss the matter. The employee has the option to have a Union representative present.
- 13:06** Section :05 does not apply where a term employee is replacing an employee who is absent for any reason.
- 13:07** An employee appointed to a term position shall be informed in writing as to the duration of the term. Where the term relates to the reasons set out in Section :06, the employee shall be so informed. Failure to comply with the foregoing shall not in itself negate the employee's status as a term employee.
- 13:08** ANCR representatives will meet with the Union between February 1 and March 15 in each year to review the status of all term employees with more than twenty-four (24) continuous months of service.

Article 14 Hours of Work

- 14:01** Employees shall work seven and one-quarter ($7\frac{1}{4}$) consecutive hours per work day exclusive of meal periods and thirty-six and one-quarter ($36\frac{1}{4}$) hours per week. Normal office hours shall be 8:30 a.m. to 4:30 p.m. from Monday to Friday, inclusive.
- 14:02** Any variations to a work day or work week other than those described in this Article shall only be instituted with the mutual consent of the parties.
- 14:03** Employees will be entitled to two (2) rest periods of fifteen (15) minutes each per day, at such time as may be specified by their Program Director or designate.

14:04 Banking of Regular Time

When an employee initiates a request to exchange work for time off, or time off for work, such exchanges are considered to be banking of regular time (not overtime) and are subject to the approval of a supervisory official.

Approval of these regular time exchanges shall be confirmed on the appropriate form provided by the Employer. The maximum amount of time banked at any one time shall not exceed twenty one point seven five (21.75) hours (three days) and shall be utilized within ninety (90) days of the time worked. Employees shall not be requested to initiate such exchanges or to bank regular time in substitution for overtime as defined in the Collective Agreement. **Banked regular time will not be paid out except upon termination.**

Article 15 Pay

15:01 An employee, other than an employee paid on an hourly or daily basis who does not work every working day in a bi-weekly pay period and by reason thereof, is not entitled to be paid an amount equal to a bi-weekly salary is entitled to be paid an amount equal to the daily rate of pay for the employee's position at the employee's step multiplied by a number comprising the number of days actually worked in that period plus any leaves with pay in that period for which the employee is eligible. The daily rate of pay shall be calculated by multiplying the hourly rate of pay by the number of hours in a normal working day as indicated in the applicable classification and rounding the result to the nearest cent. The bi-weekly salary shall be calculated by multiplying the hourly rate of pay by the normal number of hours in a bi-weekly pay period as indicated in the applicable classification and rounding to the nearest cent.

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

15:03 Where, in special cases, the application of the general rules for placing an employee on a step of a pay range works an injustice or does not make adequate provision, ANCR shall consult with the Union and may make such provisions as may be necessary to maintain equity and parity among salaries of incumbents of such positions within the pay range of the classification. Such provisions may take the form of salary rate assignment of incumbents to a proper and equitable step of the pay range of the classification of the position or to such a step of the pay range of the incumbent in the event that the pay range of the incumbent is lower than the pay range of the classification of the position.

Article 16 Merit Increases

- 16:01** “Merit Increase” means an increase in the rate of pay of an employee within the employee’s pay range which will be granted in recognition of satisfactory service on the employee’s anniversary date.
- 16:02** Subject to Section :03, the anniversary date of an employee is the first of the month which follows the date on which the employee is employed in a position at ANCR.
- 16:03** The anniversary date for an employee affected by promotion shall become the first day of the month that falls on or after the effective date of the promotion of the employee and the employee shall be eligible for the employee’s next merit increase twelve (12) months from the anniversary date established.
- 16:04** Notwithstanding that an employee is appointed to a position at a salary rate higher than the minimum salary applicable to the position, the employee is eligible for a merit increase on the employee’s anniversary date.
- 16:05** The effective date for an employee’s merit increase shall be the first day of the bi-weekly pay period which includes the employee’s anniversary date. An employee must be in the classification on the employee’s anniversary date in

order that the merit increase shall take effect at the beginning of the bi-weekly period that includes the said anniversary date.

16:06 An employee will be eligible for a merit increase twelve (12) months from the employee's anniversary date established as per Article 16:02 provided the employee has accumulated **913.5** regular hours of work during the twelve (12) month period. If an employee has not accumulated **913.5** regular hours during that twelve (12) month period and has not received a merit increase, the employee is eligible for a merit increase at the next subsequent anniversary date twelve (12) months hence provided the employee has accumulated **913.5** regular hours in the preceding twenty-four (24) month period. In a similar manner, an employee who has not accumulated **913.5** regular hours over the preceding twenty-four (24) month period is eligible for a merit increase at the next anniversary date following the accumulation of **913.5** regular hours.

16:07 **Casual employees will be eligible for a merit increase at 1,885 hours.**

Article 17 Retroactive Wages

17:01 Retroactive pay adjustments for the period between the expiration of the previous Agreement and the date of the signing of this Agreement shall apply to **employees who are in the employ of ANCR on the date of signing of this Agreement.**

17:02 Upon written request to the Employer received by the Employer within **sixty (60) days of signing this Agreement, retroactive pay adjustments for the period between the expiration of the previous Agreement and the date of signing of this Agreement shall be made to:**

- (a) **Employees who have voluntarily terminated their services (resigned);**
- (b) **Employees who have left ANCR during the above-mentioned period but who have retired in accordance with the provisions of The Civil Service Superannuation Act or who have died while employed;**

- (c) Employees who have left ANCR during the above-mentioned period by reason of being laid-off by ANCR, and
- (d) Term employees terminated at the end of a specific term of employment or after the completion of the specific job for which they were employed.

Article 18 Overtime

- 18:01** All overtime must be authorized by a supervisory official in advance, or if incurred in the event of a child protection or program urgency/emergency in which case the employee will immediately notify his or her immediate supervisor.
- 18:02** A supervisory official may require employees under his or her authority to work overtime.
- 18:03** An employee who is required to work overtime on a regular work day is entitled to compensation at time and one-half (1½x) for all overtime worked.
- 18:04** An employee who is required to work on the employee's first day of rest is entitled to compensation at time and one-half (1½x) for the first four (4) hours of overtime on that day and double time (2x) for any hours worked thereafter.
- 18:05** An employee who is required to work on the employee's second **or third** day of rest is entitled to compensation at double time (2x) for all time worked.
- 18:06** An employee, if called out or scheduled to work overtime shall receive for the work, compensation for a minimum of three (3) hours at the applicable overtime rate provided that the period of overtime worked by the employee is not contiguous to the employee's scheduled working hours. A meal break shall not be regarded as affecting contiguity.
- 18:07** When an employee is consulted by telephone outside **their** regular working hours and is authorized to handle bona fide work related matters without returning to the workplace, the following shall apply:

- (a) An employee who has completed her regular daily or bi-weekly hours of work shall be paid at the applicable overtime rate of a minimum of fifteen (15) minutes or actual time worked whichever is greater for each telephone consultation call logged.
- (b) Employees consulted by telephone outside of their regular working hours shall document all calls received and shall submit a log of all such calls to their supervisor for processing.
- (c) Telephone consultations may occur during a non-stand-by period.

18:08 For any overtime credits earned beyond eighty (80) hours in the **calendar** year the overtime will be banked

Note: Forty (40) hours overtime worked at double time (2x) equals eighty (80) overtime credits.

18:09 Time off in lieu of payment must be mutually agreed to by the employee and the supervisory official, subject to operational requirements.

Article 19 Shift Premium

19:01 An employee who works a shift where one-half ($\frac{1}{2}$) or more of the hours are worked between 5:00 p.m. and 5:00 a.m. shall receive a shift premium for all hours of that shift, in addition to the employee's regular pay. The shift premium is:

- (a) **Effective January 3, 2023 - two dollars (\$2.00).**

19:02 The shift premium shall not be included in the calculation of overtime payments, superannuation, group life insurance, sick leave payments, vacation pay, or any other employee benefits.

Article 20 Weekend Premium

20:01 An employee shall receive weekend premium for all regular hours of work or portions thereof on a Saturday or Sunday. The weekend premium is:

(a) **Effective January 3, 2023 - two dollar and twenty-five cents (\$2.25).**

20:02 The weekend premium shall not be included in the calculation of overtime payments, superannuation, group life insurance, sick leave payments, vacation pay, or any other employee benefits.

Article 21 Stand-by

21:01 An employee, who has been designated by ANCR or an authorized supervisor to be available on stand-by during off duty hours on a regular working day, shall be entitled to payment for each eight (8) hour period of **thirty dollars (\$30).**

21:02 For stand-by on a day of rest or on a paid holiday that is not a working day, the payment for each eight (8) hour period shall be **thirty-three dollars (\$33).**

21:03 To be eligible for stand-by payment, an employee designated for stand-by duty must be available during the period of stand-by at a known telephone number or by another method of communication as mutually agreed between the supervisor and the employee, and must be available to return for duty as quickly as possible if called.

21:04 The stand-by payment includes the responsibility to respond to phone calls and other forms of electronic communications which do not involve a return to work. If such calls, individual or in total, exceed one-half ($\frac{1}{2}$) hour the employee is entitled to claim overtime for the period beyond one-half ($\frac{1}{2}$) hour at the applicable overtime rate. Minimum call-out does not apply in these circumstances.

21:05 An employee on stand-by who is called back to work shall be compensated in accordance with call-out provisions of the applicable overtime Article in addition to stand-by pay.

Article 22 Holidays

22:01 The following holidays shall be observed at ANCR:

New Year's Day	Terry Fox Day
Louis Riel Day	Labour Day
Good Friday	Thanksgiving Day
Easter Monday	Remembrance Day
Victoria Day	Christmas Day
July 1	Boxing Day
National Day for Truth & Reconciliation	

Any other holiday proclaimed by Federal or Provincial Statute.

For calculation purposes holidays shall be observed as indicated below:

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

22:02 When December 24 falls on a Monday through Friday, the following shall apply:

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

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

22:03 An employee is entitled to the employee's regular pay for a holiday on which the employee does not work provided the employee:

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

22:04 If an employee who is not entitled to pay for a holiday that falls on a regular working day for reasons as outlined in Section :03 does work on the holiday, the employee shall be paid wages equivalent to one and one-half times ($1\frac{1}{2}x$) the employee's regular rate for the time worked on that day.

22:05 A shift 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 ($1\frac{1}{2}x$) for all regular hours worked on the holiday, or be granted compensatory leave for such hours worked at the rate of one and one-half ($1\frac{1}{2}x$) hours for each additional hour worked. Shift employees shall be entitled to add to their regular annual vacation a maximum of five (5) days accumulated compensatory leave, and any additional compensatory leave shall be granted at the discretion of the Employer. Any overtime hours worked on the holiday shall be compensated on the same basis as set out in Article 25:05.

22:06 Subject to Section :05, and subject to the call-out provisions contained in the Overtime Article, an employee who is required to work on the holiday when it is observed on the employee's day of rest shall receive, in addition to the regular holiday pay to which the employee may be entitled, if the employee is eligible for premium overtime, overtime compensation based on double time ($2x$) the employee's regular rate of pay for all overtime worked on the holiday.

- 22:07** The Employer may allow accumulated compensatory leave in lieu of statutory holidays to be carried forward to the next vacation year.
- 22:08** Subject to Section :07, the accumulated compensatory leave referred to in Section :06 above, shall be taken in the vacation year in which it is earned.
- 22:09** In the event that an employee is terminated, the accumulated compensatory leave in lieu of statutory holidays shall be paid out at the final rate in effect for the employee during the year in which the statutory holidays were worked.
- 22:10** An employee who leaves ANCR shall receive pay in lieu of the compensatory leave that has not been granted.
- 22:11** Where a holiday falls within the vacation period of an employee, one (1) additional working day shall be added to the employee's vacation entitlement in lieu of the statutory holiday.

Article 23 Ceremonial, Cultural or Religious Leave

- 23:01** An employee shall be entitled to apply on the appropriate leave form for up to four (4) days of leave with pay in each calendar year to attend traditional ceremonial, cultural or religious observances based on Employer approval and operational requirements. Such requests shall not be unreasonably denied.
- 23:02** **Denials shall be provided in writing with reasons provided.**
- 23:03** For the purposes of this Article, traditional ceremonial, cultural or religious observances shall be interpreted as major days observed by the employee and designated by the employee's cultural or religious traditions.
- 23:04** The employee shall make every effort to give the longest notice period possible for leave under this Article, and shall actively cooperate in arrangements for the uninterrupted continuation of the expectations of their position. A minimum of five (5) weeks of notice is required. Leave under this Article shall not be carried forward into the next calendar year.

Article 24 Vacation

- 24:01** For purposes of this Agreement, a vacation year is the period beginning on April 1 and ending on March 31 of the next year.
- 24:02** Vacation leave credits are calculated based on accumulated service. In addition, for purposes of calculation of vacation credits only, an employee shall be considered to have earned accumulated service in accordance with the following:
- (a) Where an employee is absent due to injuries or disabilities for which compensation is paid under The Workers Compensation Act, vacation leave shall accumulate as if the employee were not absent, but the extent of such accumulation shall not continue beyond twelve (12) consecutive calendar months from the date the injury or disability occurred.
 - (b) Full-time employees will receive vacation credits during approved leaves of absence without pay up to a maximum of forty (40) hours in a vacation year.
- 24:03** Under no circumstances can an employee earn more than the maximum vacation credits that can be accumulated in any vacation year; i.e. fifteen (15), twenty (20), twenty-five (25) or thirty (30) vacation credits per vacation year.
- 24:04** Employees shall earn vacation leave credits during each vacation year on the following basis:
- (a) Employees who have completed less than two (2) calendar years of service, shall earn vacation credits at the rate of a maximum of fifteen (15) credits for **1,885** hours of accumulated service to be taken in the vacation year following the vacation year in which the vacation is earned.
 - (b) Commencing from the beginning of the vacation year in which two (2) calendar years of service will be completed, employees shall earn vacation credits at the rate of a maximum of twenty (20) credits for **1,885** hours of accumulated service to be taken in the vacation year in

which three (3) calendar years of service are completed and yearly thereafter.

- (c) Commencing from the beginning of the vacation year in which nine (9) calendar years of service will be completed, employees shall earn vacation credits at the rate of a maximum of twenty-five (25) credits for **1,885** hours of accumulated service to be taken in the vacation year in which ten (10) calendar years of service are completed and yearly thereafter.
- (d) Commencing from the beginning of the vacation year in which nineteen (19) calendar years of service will be completed, employees shall earn vacation credits at the rate of a maximum of thirty (30) credits for 1,885 hours of accumulated service to be taken in the vacation year in which twenty (20) calendar years of service are completed and yearly thereafter.

Notwithstanding subsections (a), (b), (c) and (d), employees terminating in their second calendar year of service shall have their vacation leave credits cashed out at the rate of a maximum of fifteen (15) credits for **1,885** hours of accumulated service.

Employees terminating in their ninth calendar year of service shall have their vacation leave credits cashed out at the rate of a maximum of twenty (20) credits for **1,885** hours of accumulated service.

Employees terminating in their nineteenth calendar year of service shall have their vacation leave credits cashed out at the rate of a maximum of twenty-five (25) credits for **1,885** hours of accumulated service.

24:05 To calculate the number of vacation hours an employee has earned in a vacation year:

- (a) Determine the number of hours of accumulated service as determined in Section :02 that the employee has earned in a vacation year to a maximum of 2,080 (1,885) hours;
- (b) Divide by 2,080 (1,885);

- (c) Multiply by the employee's vacation leave credit accrual rate [i.e. fifteen (15), twenty (20), twenty-five (25), or thirty (30)];
- (d) Multiply by the daily hours for the employee's classification [i.e. eight (8) or seven and one-quarter ($7\frac{1}{4}$) and round down to the nearest quarter ($\frac{1}{4}$) hour].

Example: An employee has 1,920 hours of accumulated service in the vacation year, the employee's credit rate is fifteen (15) and the employee's classification is an eight (8) hour day classification
 $1,920 \div 2,080 \times 15 = 13.846 \times 8 = 110.768$ rounded down to 110.75
 vacation hours eligible to be taken in the following vacation year.

24:06 Vacation credits do not accrue when an employee receives a vacation pay cash out in lieu of vacation time taken.

24:07 An employee shall accumulate vacation credits from the date of commencement of employment.

24:08 Denials shall be provided in writing with reasons provided.

- 24:09**
- (a) Subject to Section :08 (e) vacation leave shall be taken in the vacation year following the vacation year in which it is earned. However, with the approval of the Employer, vacation that has been earned in a vacation year may be taken in that vacation year.
 - (b) Under no circumstances shall vacation leave be taken in advance of when it was earned.
 - (c) Where operational requirements permit, vacation leave may be taken subject to the approval of the Employer.
 - (d) The Employer may authorize vacation to commence on any day.
 - (e) The Employer may authorize that vacation leave be carried forward to the next following year to supplement the vacation period in that year, but in no case will a vacation carry-over be allowed which comprises more than one (1) previous year's vacation entitlement.

- (f) The Employer may authorize an employee to take vacation leave in two (2) or more periods.
- (g) The Employer, if it finds it necessary, may require an employee to take vacation leave in two (2) or more periods. Normally any such periods shall not be less than one (1) week in length.

- 24:10** Where an employee dies, the employee's estate shall receive the employee's accumulated vacation credits.
- 24:11** Where an Employer has been unable to schedule part or all of an employee's vacation within the vacation year and as a result finds it necessary to restrict the whole or part of the vacation leave of an employee, the Employer may authorize payment in lieu of vacation. Such pay shall not be subject to deduction of pension fund contributions or life insurance contributions. An employee whose vacation leave has been restricted may, in lieu of receiving such pay, elect to carry over such vacation leave to the following year.
- 24:12** Subject to the requirements of personnel at ANCR, vacation leave shall be rotated regardless of seniority of employment.
- 24:13** The carryover of vacation credits to retirement will allow banking of vacation credits to commence up to five (5) years prior to the employee's retirement date.

The following conditions apply:

- (a) An employee must provide a retirement date in writing to the Employer.
- (b) In accordance with the Collective Agreement, only a maximum of one (1) year's vacation credits may be carried forward from one (1) vacation year to the next.

An employee may only cash out a maximum of fifty (50) days of vacation credits upon retirement.

Article 25 Sick Leave

- 25:01** It is agreed by both parties that earned sick leave entitlement shall be granted by ANCR where an employee is unable to be at work and perform the employee's regular duties as a result of illness or injury.
- 25:02** The sick leave to which an employee is entitled shall accumulate:
- (a) During the first four (4) years of calendar service at the rate of 4.0 (3.625) hours for each (72.5) hours of accumulated service; and
 - (b) After the first four (4) years of calendar service, at the rate of (7.25) hours for each (72.5) hours of accumulated service.
- 25:03** Sick leave with pay up to, but not exceeding, the net amount of entitlement will be paid to hourly paid employees based on the number of hours they normally would have been scheduled to work on the day they were absent on sick leave.
- 25:04** Sick leave shall not accumulate beyond two hundred eight (208) working days (1,508 hours).
- 25:05** An employee in the first six (6) months of employment may advance up to five (5) days sick leave.
- In addition, thereafter, an additional five (5) days may be advanced within the next eighteen (18) months.
- Where an employee has been granted advance sick leave, following a twenty-four (24) month period of employment the advance will be recovered at a rate of one-half ($\frac{1}{2}$) days per month.
- 25:06** An employee who has been absent on sick leave with pay, upon returning to work, shall continue to accumulate sick leave up to a maximum of two hundred eight (208) working days (1,508 hours) in accordance with Section :02.

- 25:07** An employee shall accumulate sick leave credits from the date of commencement of employment.
- 25:08** Sick leave shall not be taken in advance of when it is earned, with the exception of Article 26:05.
- 25:09** Sick leave shall not accumulate during periods when an employee is absent on sick leave and/or absent on Workers Compensation for a period of more than ten (10) consecutive working days.
- 25:10** Where an employee is to be absent because of illness, the employee shall endeavour to notify the employee's immediate supervisor of the absence due to illness at least one hour (1) prior to and not more than thirty (30) minutes after the normal hour of beginning work, or as soon thereafter as the means of communication permit.
- 25:11** Any employee who is absent of illness or injury may be required to furnish, when requested by he Employer, either a medical certificate of a sworn statutory declaration as required under Section :12.

The Employer will not require an employee to provide a sick note in relation to an absence from work unless:

- (a) During the twelve (12) months preceding the absence the employee has been absent from work because of illness or injury for more than seven (7) days; or
- (b) There is a noticeable pattern to the employee's absences from work that reasonably creates doubt that the absences are the result of illness or injury.

If the Employer requires an employee to provide a sick note, the Employer will reimburse the employee for any charge made by the health professional for providing the note. Patterned absences are excluded from payment of sick notes. Failure to produce a certificate or statutory declaration acceptable to the Employer will result in a loss of pay for the period of absence.

- 25:12** Whenever the Employer requires an employee to provide a sick note, it may be provided by a health professional who is a doctor, nurse practitioner, nurse or pharmacist providing care to the employee.
- 25:13** Where an employee becomes ill during the period of the employee's scheduled annual vacation, the Employer may grant sick leave and credit the employee with alternate days vacation equivalent to the number of days approved sick leave providing the illness is over three (3) days and the employee provides a medical certificate certifying proof of illness. The employee will be responsible to provide proof of illness and/or hospitalization satisfactory to the Employer.
- 25:14** When an employee is unable to work and is in receipt of an Income Replacement Indemnity (IRI) from the Manitoba Public Insurance (MPI) as a result of an injury incurred in a vehicle accident, the employee may elect to be paid an additional amount, which when combined with the IRI benefit, shall ensure the maintenance of net salary consistent as if they were in receipt of regular sick leave. Such additional amounts shall be chargeable to the employee's sick leave credits accrued at the time the employee commenced receipt of the IRI and such additional payment shall be payable until the employee's accrued sick leave credits have been exhausted.
- 25:15** When an employee is injured in the course of, or as a result of, their duties and whose accommodation results in a lower classification shall have their wages protected for a twenty-four (24) continuous month period, in addition to which is provided for in ANCR's over range pay policy.
- 25:16** The cost of any examination referred to in Section :11 and Article 28 will be paid by the Employer.
- 25:17** Time off for medical and dental examinations or treatments, and Employee and Family Assistant Program (EFAP) appointments, Chiropractor, Physiotherapist and Nurse Practitioner, including reasonable travel time, shall be granted to employees and such time off shall be chargeable against the employees accumulated sick leave credits.

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

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

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

Article 26 Addictions

- 26:01** The parties recognize that alcohol and drug misuse does occur and that such misuse has the potential to adversely affect an employee's work performance. Subject to approval from the Employer, an employee will be granted sick leave to pursue treatment that involves time away from work for participation in residential, in-patient or out-patient services.

Article 27 Medical Fitness

- 27:01** A physical examination by a duly qualified medical practitioner acceptable to ANCR is required for any employee in respect of whom the Employer, in writing, requires a physical examination.
- 27:02** ANCR may require an employee to have a psychiatric examination and/or a physical examination.

27:03 A duly qualified medical practitioner giving a psychiatric or physical examination shall complete the forms required by ANCR pursuant to PHIA & FIPPA.

Article 28 Workers Compensation

28:01 If an employee is absent from work as a result of an injury for which a Workers Compensation claim has been filed and provided the employee has sufficient sick leave credits, the following shall apply:

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

28:02 Those employees who are on Workers Compensation beyond the fifteen (15) day period in Section :01 and who have sufficient sick leave, it is the intention of the parties that the employee's net salary will be maintained consistent as if they were in receipt of regular sick leave having regard for the non-taxable status of Workers Compensation allowances. Any additional payment amount required to maintain net salary will be chargeable to the employee's sick leave credits. The parties agree to establish a joint committee to review current administrative procedures to ensure that this principle is maintained.

28:03 Where an employee is absent due to injuries or disabilities for which compensation is paid under The Workers Compensation Act, vacation leave shall accumulate as if the employee were not absent, but the extent of such accumulation shall not continue beyond twelve (12) consecutive calendar months from the date the absence related to the injury or disability commenced.

- 28:04** Where an employee is injured on the job and is required to leave for medical treatment and/or is sent home by management due to the injury, the employee shall incur no loss in regular pay and benefits for the day on which the accident occurs.
- 28:05** 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 ANCR if it is not covered by a medical plan.
- 28:06** Where an employee is in receipt of Workers Compensation as a result of an injury incurred in the course of the performance of the employee's duties and is absent from work as a result, such absence shall not be considered to be part of the employee's personal absenteeism record.

Article 29 Bereavement Leave

- 29:01** An employee shall be entitled to **bereavement** leave of **six (6)** working days without loss of salary in the event of the death of a parent, step-parent, **historical caregiver**, spouse, child or step-child or grandchild.
- 29:02** An employee shall be entitled to **bereavement** leave of **four (4)** working days without loss of salary in the event of the death of a **sibling, step-sibling, grandparent, dependent under the care of the employee**, or relative permanently residing in the employee's household or with whom the employee permanently resides.
- 29:03** An employee shall be entitled to **bereavement** leave of **two (2)** working days without loss of salary in the event of the death of the employee's **child's spouse, spouse's sibling, spouse's parent or parent's sibling**.
- 29:04** An employee who is entitled to **bereavement** leave under Sections :01, :02 and :03 during vacation leave shall receive vacation credits equal to the number of days of compassionate leave granted.
- 29:05** Provided an employee has not received **bereavement** leave for the death in question, the employee shall be entitled to **bereavement** leave up to a

maximum of one (1) day without loss of salary for attending a funeral, **ceremony, memorial, or celebration related to the death in question:**

- (a) As a pallbearer; or
- (b) As a mourner. The provision for a mourner can only be utilized once per calendar year.

29:06 An employee shall be entitled to additional compassionate or special leave up to a maximum of two (2) days without loss of salary, requested for the purpose of attending a funeral at a distance in excess of two hundred twenty-five (225) kilometres from the employee's home.

This article applies to Sections :01, :02, :03 and :05.

29:07 Leaves are calculated on a calendar year basis.

Article 30 Family Related Leave

30:01 An employee shall be entitled to up to six (6) days of leave with pay in each calendar year to be granted on the recommendation of the Employer as follows and charged against the employee's sick leave credits:

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

30:02 An employee's sick leave accumulation under Article 26 will not be reduced to less than twelve (12) days per year as a result of the application of this provision.

Article 31 Non-Birthing Parental Support Leave

31:01 An employee shall be granted two (2) day's 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 the birth mother's admission to or discharge from hospital or such other days as may be mutually agreed.

Article 32 Maternity Leave

32:01 An employee who qualifies for maternity leave may apply for such leave in accordance with either Plan A or Plan B but not both.

Plan A

32:02 In order to qualify for Plan A, a pregnant employee must:

- (a) Have completed seven (7) continuous months of employment for or with ANCR;
- (b) Submit to the Employer an application in writing for leave under Plan A at least four (4) weeks before the day specified by her in the application as the day on which she intends to commence such leave; and
- (c) Provide the Employer with a certificate of a duly qualified medical practitioner certifying that she is pregnant and specifying the estimated date of her delivery.

32:03 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 Subsection :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 Subsection :02 (c) and the actual date of delivery, if delivery occurs after the date mentioned in that certificate.

- (c) ANCR may vary the length of maternity leave upon proper certification by the attending physician, and recommendation by the Employer.

32:04 An employee who has been granted maternity leave shall be permitted to apply up to a maximum of **five (5)** days of her accumulated sick leave against the Employment Insurance waiting period.

An employee who has been granted maternity leave will also be permitted to apply up to an additional five (5) days of her accumulated sick leave:

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

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

Plan B

32:05 In order to qualify for Plan B a pregnant employee must:

- (a) Have completed seven (7) continuous months of employment for or with ANCR;
- (b) Submit to the Employer an application in writing, for leave under Plan B at least four (4) weeks before the day specified by her in the application as the day on which she intends to commence such leave;
- (c) Provide the Employer with a certificate of a duly qualified medical practitioner certifying that she is pregnant and specifying the estimated date of her delivery; and
- (d) Provide the Employer with proof that she has applied for Employment Insurance benefits and that The Department of Employment and Social Development Canada (ESDC) has agreed that the employee has qualified for and is entitled to such Employment Insurance benefits pursuant to Section 22, Employment Insurance Act.

32:06 An applicant for maternity leave under Plan B must sign an agreement with the Employer providing that:

- (a) She will return to work and remain in the employ of ANCR on a full time basis for at least six (6) months following her return to work;
- (b) If she does not take parental leave as provided in Article 35, she will return to work on the date of the expiry of her maternity leave;
- (c) If she does take parental leave as provided in Article 35, she will return to work on the date of the expiry of her parental leave; and
- (d) Should she fail to return to work as provided above, she is indebted to ANCR for the full amount of pay received from ANCR as a maternity allowance during her entire period of maternity leave.
- (e) Should she return to work as provided above but fail to complete her return service commitment, she is indebted to ANCR for a pro-rated amount based on the number of months she has remaining on her return service commitment, rounded to the nearest full week.

- 32:07** At the employee's request the Employer may authorize an employee who has received maternity leave under Plan B to return to work on a part-time basis for a period of twelve (12) months.
- 32:08** An employee who qualifies is entitled to a maternity leave consisting of:
- (a) A period not exceeding seventeen (17) weeks if delivery occurs on or before the date of delivery specified in the certificate mentioned in Subsection :05 (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 Subsection :05 (c) and the actual date of delivery, if delivery occurs after the date mentioned in that certificate.
 - (c) ANCR may vary the length of maternity leave upon proper certification by the attending physician, and recommendation by the Employer.
- 32:09** During the period of maternity leave, an employee who qualifies is entitled to a Supplement to Employment Insurance (EI) Maternity Benefits as follows:
- (a) For the first (2) weeks an employee shall receive ninety-three percent (93%) of her weekly rate of pay;
 - (b) For up to a maximum of fifteen (15) additional weeks, payments equivalent to the difference between the Employment Insurance benefits the employee is eligible to receive and ninety-three percent (93%) of her weekly rate of pay; and
 - (c) **For the week immediately following the discontinuation of payments of Employment Insurance Maternity Benefits an employee will receive ninety-three percent (93%) of her weekly rate of pay provided the employee does not receive Employment Insurance Parental benefits.**
- If an employee receives Employment Insurance Parental Benefits immediately following the exhaustion of Employment Insurance**

Maternity benefits, the employee will receive ninety-three percent (93%) of weekly rate of pay for the week immediately following the discontinuation of payments of Employment Insurance Parental benefits.

(d) All other time as may be provided under Section :08 shall be on a leave without pay basis.

32:10 Plan B does not apply to term employees.

32:11 During the period of maternity leave, benefits will not accrue. However, the period of maternity leave will count as service towards eligibility for long service vacation and long service sick leave entitlement.

32:12 Section 57 and Sections 60 (1) through 60 (4) inclusive of the Employment Standards Code respecting maternity leave shall apply “mutatis mutandis”.

32:13 During the first seventeen (17) weeks of maternity leave, coverage under the Dental Plan, Vision Care Plan, Drug Plan and Health Spending Account shall continue.

Part-time employees are eligible for family coverage based on fifty percent (50%) of the annual maximum per claimant.

Article 33 Adoptive Parent Leave

33:01 An employee shall be granted two (2) day’s leave with pay to attend to needs directly related to the adoption of the child. At the employee’s option such leave shall be granted on the day of or the day following the adoption or such other day as may be mutually agreed.

Article 34 Parental Leave

34:01 In order to qualify for parental leave, an employee must:

- (a) Be the natural mother of a child; or
- (b) Be the natural father of a child; or

(c) Adopt a child under the law of a province.

34:02 An employee who qualifies under Section :01 must:

- (a) Have completed seven (7) continuous months of employment; and
- (b) Submit to the Employer an application in writing for parental leave at least four (4) weeks before the day specified in the application as the day on which the employee intends to commence the leave.

34:03 An employee who qualifies in accordance with Sections :01 and :02 is entitled to parental leave without pay for a continuous period of up to **sixty-three (63)** weeks.

34:04 Subject to Section :05, parental leave must commence no later than **eighteen (18) months after** the birth or adoption of the child or the date on which the child comes into the actual care and custody of the employee.

34:05 Where an employee takes parental leave in addition to maternity leave, the employee must commence the parental leave immediately on expiry of the maternity leave without a return to work unless otherwise approved by the Employer.

Article 35 Court Leave

35:01 An employee who is summoned for jury duty or who receives a summons or subpoena to appear as a witness in a court proceeding, other than a court proceeding occasioned by the employee's private affairs, shall be granted a leave of absence with pay for the required period of absence and all witness fees received by the employee shall be remitted to ANCR.

Article 36 Dental Plan

36:01 The parties agree to the continuation of the Dental Services Plan with the following changes:

- (a) The **current MDA Fee Guide shall be in effect on April 1 of each year.**
- (b) Part-time employees are eligible for family coverage based on fifty percent (50%) of the annual maximum per claimant.

Article 37 Vision Care Plan

37:01 The parties agree to the continuation of the Vision Care Plan with the following changes:

- (a) Effective April 1, 2012 employees are eligible for two hundred seventy-five (\$275.00) for full time and one hundred thirty seven dollars and fifty cents (\$137.50) for part time.
- (b) Part-time employees are eligible for family coverage based on fifty percent (50%) of the annual maximum per claimant.

Article 38 Drug Plan

38:01 The parties agree to the Drug Plan as follows:

- (a) Eligibility requirements for employees and dependents are the same as the Dental Plan;
- (b) Co-insurance based on eighty percent (80) reimbursement;
- (c) Effective April 1, 2013, the maximum payment per contract (family) shall be increased to eight hundred dollars (\$800) per year;
- (d) Part-time employees are eligible for family coverage based on fifty percent (50%) of the annual maximum per claimant.
- (e) Implementation of pay direct prescription drug plan (Great West Life Assure card).

Article 39 Health Spending Account

- 39:01** The parties agree to the establishment of a Health Spending Account for permanent full and part-time employees within the following parameters:
- (a) Effective **date of ratification** and applicable to permanent full and part-time employees on staff, maximum claims shall be **eight hundred and fifty (\$850)** per year per full time employee and **four hundred and twenty-five (\$425)** per year per part-time employee.
- 39:02** There is no carry-over of HSA dollars from one (1) year to the next, but an employee can carry forward claims for up to one (1) year.
- Example: a full-time employee had eight hundred fifty dollars (\$850) in claims in the first year. The employee can claim seven hundred dollars (\$700) and carry forward the additional one hundred fifty dollars (\$150) in claims for up to one (1) year.
- 39:03** An employee must file a claim.
- 39:04** The plan shall use Revenue Canada's definition of dependent (i.e. an employee can pay HSA eligible expenses for anyone for whom they can claim a tax deduction).
- 39:05** Plan coverage and administration is to be determined by the Employer.

Article 40 Long Term Disability Income Plan

- 40:01** The parties agree that ANCR shall provide an Employer paid Long Term Disability Income Plan for eligible employees as outlined in the current Peripheral Plan.
- 40:02** Those employees who were eligible for Employer paid benefits shall continue to be eligible for those same Employer paid benefits for the duration of their LTD claim.
- 40:03** Coverage under the Dental Plan, Drug Plan, Vision Care Plan and Health Spending Account shall be maintained during any unpaid leave required to

satisfy the one-hundred twenty (120) day elimination period or date of initial decision, whichever is later, for the LTD plan.

Article 41 Ambulance and Hospital Semi-Private Plan

41:01 ANCR agrees to continue the Ambulance and Hospital Semi-Private Plan (AHSP).

Article 42 Part-Time Employees

Definitions

42:01 “Part-time Employee” means an employee who normally works less than the full normal daily, weekly or monthly hours of work, as the case may be, and whose work follows an ongoing, predetermined schedule of work on a regular and recurring basis.

42:02 “Casual Employee” means an employee who normally works less than the full normal daily, weekly or monthly hours of work, as the case may be, and whose work is irregular or non-recurring or does not follow an ongoing predetermined schedule of work on a regular and recurring basis. Notwithstanding the foregoing, casual employees may be employed for a short duration to replace employees who are absent for any reason.

42:03 “Accumulated Service” means the equivalent length of service acquired by the employee in accordance with the following:

- (a) Accumulated service is calculated based on all hours for which an employee has received regular pay. This includes regular hours worked and approved leaves of absence from ANCR where regular pay is maintained.
- (b) Accumulated service does not include overtime hours or any leaves of absence without pay or with partial pay including, but not limited to, suspensions without pay, worker’s compensation and other leave situations.

- (c) Accumulated service must be continuous service.
- (d) **One (1) year of accumulated service for employees equals 1,885 hours.**
- (e) An employee can only receive a maximum of one (1) year of accumulated service in any twelve (12) month period.

Conversions

- 42:04** A part-time employee who is converted to casual is no longer covered by the provisions of the Collective Agreement except for those relating to casual employees.
- 42:05** A casual employee who is converted to part-time status receives no credit for calendar or accumulated service as a casual employee.
- 42:06** Where a part-time employee who has been covered by the Collective Agreement has been converted to casual employment and is subsequently reconverted to part-time employment with no break in service, the period of casual employment shall be treated as a period of leave of absence. While this does not affect the continuity of employment, the period of casual employment does not count as calendar or accumulated service for purposes of benefit determination.

General Principles

- 42:07** Where a benefit is to be pro-rated for a part-time employee it will be calculated so that if two (2) part-time employees were sharing a full-time position the total cost to ANCR of that benefit is no greater than the cost of having the position filled by a full-time employee.
- 42:08** In pro-rating a benefit, the factor used shall be determined by totalling the number of regularly scheduled hours the employee has worked in the preceding eight (8) weeks and dividing by 290, i.e. **7.25** hours x 8 weeks x 5 days:

$$\text{Pro-rating factor} = \frac{\text{number of regularly scheduled hours the employee worked in the preceding eight (8) weeks}}{290}$$

Benefits

42:09 Part-time employees will only be eligible for the benefits specifically identified in this section.

42:10 Holidays

- (a) An employee will be eligible for pay for a holiday on which the employee does not work provided the employee:
- (i) Did not fail to report for work after having been scheduled to work on the day of the holiday; and
 - (ii) Has not absented himself or herself from work without the consent of the Employer on the employee's regular working day immediately preceding or following the holiday unless the employee's absence is by reason of established illness.
- (b) Where an employee is eligible for holiday pay or time in lieu the employee shall receive an amount calculated by multiplying the regular daily working hours for the employee's classification times the pro-rating factor.
- (c) Where the Employer requires an employee to work a full shift, i.e. seven and one-quarter (7¹/₄) hours as a regular work day on December 24 when that day falls on Monday through Friday inclusive, such employee shall be entitled to one-half (1/2) day of compensatory leave with pay to a maximum of four (4) hours.

42:11 Vacation

Vacation shall be calculated in accordance with Article 24.

42:12 Sick Leave

Sick leave shall be calculated in accordance with Article 25.

42:13 Bereavement, Court, Non-Birthing Parental Support Leave, Adoptive Parent, Parental and Family Related Leaves

- (a) These types of paid leave will be pro-rated by multiplying the number of days the employee would qualify for by the pro-rating factor.
- (b) In the case of adoptive parent leave and parental leave without pay, an employee is eligible for the full **sixty-three (63) week leave**.

42:14 Ceremonial, Cultural or Religious Leave

These types of paid leave will be pro-rated by multiplying the number of days the employee would qualify for by the pro-rating factor;

42:15 Maternity Leave

- (a) Regular part-time employees are eligible for maternity leave Plan A or Plan B.
- (b) To qualify for maternity leave, calendar service is used, i.e. seven (7) months.
- (c) An employee who qualifies is eligible for the full calendar time leave provided under the Agreement, i.e. seventeen (17) weeks.
- (d) For Plan A, the application of ten (10) days sick leave **as referenced in Article 32:04** will be calculated by multiplying the number of days accumulated sick leave the employee has (up to ten [10] days) by the pro-rating factor.
- (e) For Plan B, ANCR payments will be based on the difference between the percentage of weekly earnings covered by Employment Insurance and ninety-three percent (93%) of the weekly earnings. Weekly earnings will be as determined by ANCR and will be subject to the Employment Insurance maximum.

42:16 Workers Compensation

An employee who is eligible for Workers Compensation may use accumulated sick leave to supplement Workers Compensation in accordance with Article 29.

42:17 Personal Wellness Day

Part time employees are eligible for a personal wellness day as per Article 64.

42:18 Severance Pay

Severance pay shall be calculated in accordance with Article 59.

42:19 Notice of Lay-off, Resignation or Termination

(a) The period of notice required to be given by the employee or the employer is the same as that applicable to full-time employees.

(b) Pay in lieu of notice shall be calculated by multiplying the number of weeks' notice by the pro-rating factor.

42:20 Probation

The period of probation is based on calendar service. Notwithstanding any provision of the Collective Agreement, this period may be extended by the Employer for any reason provided twelve (12) months' probation is not exceeded.

42:21 Seniority

Seniority shall be calculated in accordance with Article 56.

42:22 Lay-off

Seniority is used for purposes of lay-off.

42:23 Dental Plan, Vision Care & Drug Plan

Part-time employees are eligible for family coverage based on fifty percent (50%) of the annual maximum per claimant as identified in Articles 38:01 (b), 39:01 (b), 40:01 (d) and 41:01 (a).

Article 43 Health and Safety

43:01 ANCR and the Union recognize that safety, accident prevention and the preservation of health are of primary importance in all operations and these activities require the combined efforts of Employer, employees, and the Union.

- 43:02** ANCR 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 the employee's safety and health and the safety and health of any other persons who may be affected by the employee's acts or omissions at work.
- 43:05** The parties recognize the importance of establishing Workplace Health and Safety Committees to enhance the ability of employees and managers to resolve health and safety concerns. It is recognized that the initiative in requesting the establishment of a Workplace Health and Safety Committee may come from management and/or the employees in the workplace and/or the Union.
- 43:06** The parties agree to the establishment of Workplace Health and Safety Committees in workplaces where it is deemed necessary having regard for:
- (a) The number of employees in the workplace;
 - (b) The type of work performed in the workplace and the degree of hazard involved; and
 - (c) The complexity of the workplace operations, and the size, location and nature of the workplace.
- 43:07** Where it is not deemed appropriate to establish a Workplace Health and Safety Committee in a workplace the parties may agree to the designation of a Workplace Health and Safety representative who may, in conjunction with a management representative, perform the duties of a committee.

43:08 Where it is deemed appropriate to establish a Workplace Health and Safety Committee in a workplace, the following shall apply:

- (a) The size of the committee shall be determined taking into account the factors listed in Section :06. The number of employee representatives should not be less than two (2) or more than six (6). The number of management representatives may be less than or equal to the number of employee representatives on a committee.
- (b) Each party shall elect or appoint its representatives to a committee freely and without interference.
- (c) Committee members shall have a term of office of one (1) year and members are eligible for re-election or re-appointment.
- (d) Committees shall have two (2) co-chairpersons, one (1) chosen by and from the management representatives and one (1) chosen by and from the employee representatives. The co-chairpersons shall alternate the function of chairing the meetings of the committee and may participate fully in the deliberations and discussions of the committee.
- (e) Committees shall meet regularly at intervals to be determined by the committee but normally not less than once in each calendar quarter.
- (f) Except for the calling of special meetings, there shall be at least seventy-two (72) hours prior notice of the calling of committee meetings.
- (g) Efforts should be made to schedule committee meetings, functions or duties during the employees' work time but if this is not possible meetings may be held during an employee's off duty hours. Employee representatives who are members of a Workplace Health and Safety Committee and who are scheduled to meet during off duty hours shall be compensated at straight time rates or at the employee's option be granted time off in lieu for time spent in such meetings, functions or duties.

- (h) The quorum for meetings shall consist of one-half ($\frac{1}{2}$) of the management members and one-half ($\frac{1}{2}$) of the employee members.
- (i) ANCR shall provide a prominent place where information relating to health and 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; and
 - (v) Informational and educational materials which have specific relevance to the safety and health of employees in that workplace.
- (j) 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 and Health Branch, post a copy as provided in Subsection (i) above and forward a copy to members of the committee.
- (k) Any material addressed to the committee shall be distributed as soon as practicable by the person receiving same to the other committee members.

43:09 The objectives of Workplace Health and Safety Committees 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; and
- (c) Promoting education and training programs to develop detailed knowledge of health and safety concerns and responsibilities in each individual workplace.

43:10 Where a supervisor knows that any condition exists at a workplace that is unusually dangerous to the safety or health of an employee, the supervisor shall not require or permit an employee to engage in, carry on or continue to work in that workplace under that condition.

43:11 (a) Where an employee has reason to believe, and does believe, that a condition exists that is dangerous to the employee's safety or health in the performance of the employee's work, the employee shall report that condition to the employee's supervisor.

(b) The supervisor upon being notified under (a) above shall inspect the condition with the employee and discuss the employee's reasons for believing the condition to be dangerous. Where there is a health and safety committee at the workplace, the co-chairpersons may be asked to participate.

(c) If the employee is unsatisfied with the supervisor's decision or if the supervisor refuses to inspect the condition, the employee shall contact the Workplace Safety and Health Branch without delay.

(d) If the employee refuses to work because of the employee's belief that the condition is dangerous, the employee must be available to perform other work assigned.

43:12 Where an employee has refused to perform work in accordance with Section :11, no other employee shall be assigned the particular work unless such employee is notified of the refusal and the reasons for the refusal.

- 43:13** 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 :10 and :11.
- 43:14** Disciplinary action shall not be taken against an employee solely for the reason that the employee:
- (a) Made a report under Section :11; and
 - (b) Refused to work or continue to work under the conditions described under Section :11 provided a safety and health officer has reported in writing that the employee had reasonable and probable grounds for believing that those conditions were dangerous to the employee's safety or health.
- 43:15** Where an employee wilfully takes unfair advantage of the provisions described in Section :11, the employee may be subject to disciplinary action up to and including suspension or dismissal.

Article 44 Harassment Prevention and Respectful Workplace

- 44:01** The Employer recognizes that workplace harassment and disrespectful behaviour can jeopardize an individual's dignity, self-esteem and wellbeing and possibly undermine work relationships and productivity. The Employer is committed to building and maintaining a diverse and respectful workplace, where all employees enjoy an environment in which the dignity and self-respect of every person is valued and which is free of harassment, discrimination, bullying, offensive remarks, material, or behaviour.
- 44:02** No one has the right to harass anyone else, at work or in any situation related to employment at ANCR. All employees are entitled to work free of harassment and share responsibility for ensuring that our workplace is a respectful and safe place for all of us, free from harassment, ensuring:
- (a) Mutual respect, fairness and equality
 - (b) Courteous conduct

- (c) Positive communication
- (d) Collaborative working relationships
- (e) Each person's dignity

44:03 Discrimination means, except where bona fide and reasonable cause exists, or where it is based upon bona fide and reasonable requirements or qualifications, the differential treatment, whether intended or not, of an individual or group of individuals based on an individual's actual or presumed membership in or association with some class or group of persons, rather than on the basis of personal merit; or any of the following categories.

- (a) Ancestry, including colour and perceived race;
- (b) Nationality or national origin;
- (c) Ethnic background or origin;
- (d) Religion or creed, or religious belief, religious association or religious activity;
- (e) Age;
- (f) Sex, including sex-determined characteristics or circumstances, such as pregnancy, the possibility of pregnancy, or circumstances related to pregnancy;
- (g) Gender identity;
- (h) Sexual orientation;
- (i) Marital or family status;
- (j) Source of income;
- (k) Political belief, political association or political activity;

- (l) Physical or mental disability or related characteristics or circumstances, including reliance on a service animal, a wheelchair, or any other remedial appliance or device;
- (m) Social disadvantage.

Examples of discrimination may include, but are not limited to:

- Behaviour stating or implying actual or perceived abilities or inabilities based on any characteristic referred to above
- Applying stereotypes or generalizations based on any characteristic referred to above
- Unreasonable refusal to work with, or share facilities with a person or persons based on any characteristic referred to above

44:04 Harassment is a form of discrimination. It is any objectionable or inappropriate conduct, comment, display, action or gesture by a person and made on the basis of any of the characteristics referred to above.

Examples of harassment may include, but are not limited to:

- Unwelcome jokes, innuendos or teasing about a person's body, appearance, race, sexual orientation, etc.
- Racial or ethnic slurs;
- Displaying or circulating pictures, cartoons, or other offensive material;
- Unwanted or unnecessary physical contact including touching, patting or pinching;
- Any form of hazing (a humiliating and degrading initiation rite);
- Unwanted conduct, comments, gestures or invitations of a sexual nature which are likely to cause offence or humiliation or which might on reasonable grounds be perceived as placing a condition of a sexual nature on employment or on any opportunity for participation, training or advancement;
- A reprisal or threat of reprisal for rejecting a sexual solicitation or advance;
- Leering, ogling or other suggestive or obscene gestures;

- Physical or sexual assault.

Personal harassment or what is sometimes referred to as “bullying” is offensive behaviour that is not connected to any human rights-based characteristic. It is any conduct, comment, display, action or gesture that adversely affects a person’s psychological or physical well-being and:

- As a result of the behaviour being repeated, could reasonably cause the person to be intimidated or humiliated; or
- If only a single incidence, could reasonably have a lasting, harmful effect on the person.

Examples of bullying may include, but are not limited to:

- Personal ridicule (put-downs, teasing) or malicious gossip;
- Repeated or continuous incidents of inappropriate yelling, screaming or name-calling;
- Malicious or uncalled-for interference with another person’s work or role;
- Interfering with or vandalizing/damaging a person’s personal property;
- Physical or verbal abuse/violence, threats or intimidation;
- Insulting or derogatory comments, jokes or gestures;
- Repeated, unjustified threats to remove or restrict opportunities or privileges;
- Shunning or ostracizing a person;

44:05 Harassment or bullying may involve individuals or groups and either peer or power relationships. Harassment can be physical or psychological in nature. It can occur between males and females and members of the same sex.

44:06 If behaviour has the effect of creating a negative, hostile or uncomfortable environment, even if not directed at anyone in particular, the behaviour may still be considered harassment or bullying.

44:07 In extreme forms, harassment or bullying may be an offense under Canada’s Criminal Code and may require a report be made to the Police. Depending on

the nature of the behaviour, it may also constitute abuse resulting in a triggering of the Duty to Report Abuse provisions set out below.

- 44:08** Reasonable conduct of a supervisor or manager in respect of the management and direction of ANCR employees or the management, direction and guidance of employees is not harassment or bullying.
- 44:09** Employees are responsible to report harassment and to co-operate in the investigation of a harassment complaint. Anyone who investigates or gives evidence in a complaint is required to keep details confidential.
- 44:10** All employees have the right to file a complaint with the Manitoba Human Rights Commission. This agreement does not discourage or prevent anyone from exercising their legal rights.
- 44:11** Management will take corrective action with anyone under their direction who harasses another person.
- 44:12** Management will not disclose the name of a complainant or an alleged harasser or the circumstances of the complaint to anyone except where disclosure is:
- (a) Necessary to investigate the complaint
 - (b) A part of taking corrective action
 - (c) Required by law
- 44:13** The Employer is responsible for leading by example and keeping a safe environment, free of harassment, and upon becoming aware of harassment, doing everything in its power to stop it, whether or not a complaint has been made. Supervisors or Directors who ignore harassment are subject to discipline.

Article 45 Conduct of Employees

- 45:01** Each employee shall observe standards of behaviour consistent with the employee's function and role as an ANCR employee, **consistent with the**

stated mission and values of ANCR, and in compliance with the Child and Family Services Act and the terms of this Agreement.

- 45:02** Where an employee is absent without leave for a period of two (2) weeks, the employee shall be considered to have abandoned his or her position and shall be deemed to have been terminated on the last day on which the employee was present at work and performed the employee's regular duties
- 45:03** Where an employee is habitually late or is absent during working hours without leave and fails to give satisfactory explanation for the lateness or absence, ANCR may take such disciplinary action, including suspension or dismissal, as is warranted.

Article 46 Staff Investigation Procedure

- 46:01** The Employer recognizes its responsibility to build and maintain a diverse, respectful workplace **consistent with the stated values of ANCR**, where all employees enjoy an environment in which the dignity and self-respect of every person is valued and which is free of offensive remarks, material or inappropriate behaviour.

All employees share in this responsibility and are expected to exhibit honesty, integrity and high standards of personal conduct.

From time to time situations arise that require intervention by management due to an allegation of inappropriate behaviour or wrongdoing by an employee.

The principles of justice and dignity shall be applied in the investigation and resolution of these situations by the Employer to ensure that the rights, responsibilities and obligations of all parties are respected.

Justice relates to the moral principle determining just conduct by way of fairness, integrity and honesty.

Dignity encompasses self-respect and having an appreciation of the formality or gravity of an occasion or situation.

46:02 Preliminary Assessment

It is imperative that the Preliminary Assessment be conducted in a timely manner in order to minimize the impact on all parties. The assessment findings shall be provided to the Executive Director (ED) or designate for review and action.

- (a) If the Employer determines there is no impact on the workplace, the employee is returned to current duties.
- (b) If the Employer determines there is an impact on the workplace, the ED or designate consults Human Resources and determines if the employee is unable or unsuitable to perform the current duties. In many cases alterations can be made to the position to ensure there is no impact and allow the employee to work while a formal investigation is undertaken.
- (c) If alteration to the position is not possible, an interim redeployment to other work that is available and suitable for the employee shall occur. Compensation during such an interim redeployment shall be at the employee's current rate of pay.
- (d) Only once alternative work assignments have been thoroughly explored and determined to be unviable should a leave of absence be considered. There must be compelling and exceptional reasons to warrant placing the employee on a leave of absence of any kind or duration.
 - (i) A leave of absence in such circumstances shall normally be with pay. These situations should be reviewed with the ED to ensure appropriateness and consistency of application.
 - (ii) A formal investigation should then be conducted to determine the nature and extent of the alleged inappropriate behaviour or wrongdoing.

46:03 Investigation Procedure

In matters involving an allegation of inappropriate behaviour or wrongdoing by an employee, whether by internal or external agencies, the following procedure shall take place:

- (a) **If a full investigation is to proceed, based on preliminary assessment,** investigations shall be timely and the employee under investigation shall be **notified of the investigation and** apprised of the status of the investigation on a regular basis or at the request of the employee.
- (b) A preliminary assessment of the situation will be conducted expeditiously by the Employer to ascertain the fundamental nature and extent of the matter.
- (c) The following factors should be reviewed to determine their applicability to the situation. Some or all of these factors may apply to the situation:
 - Risk - Does the employee's presence in the workplace create concerns regarding the safety of employees or the security of ANCR's property? Are employees reluctant to work with the employee?
 - Competence - Can the employee continue in the current work assignment?
 - Employer's Business Interests - Does the conduct present potential or real harm to the service provided by the Employer?
 - Type of Work - Is the conduct directly related to the employee's current duties? Does the employee hold a position of trust?
 - Reputation and Public Confidence - Does the conduct potentially affect ANCR's reputation with the general public and with clients?
 - Employee's Role in the Organization - An employee in a professional and/or management position must demonstrate a higher standard of conduct than other employees.

46:04 There is an expectation that all employees will fully cooperate with the Employer in the course of any investigation.

- 46:05** An employee's status should be reviewed on a regular basis during both the informal and formal investigation phases to determine whether circumstances have changed to warrant an alteration in the employee's employment or leave status.

Article 47 Disciplinary Action

- 47:01** An employee shall only be disciplined for just cause.

- 47:02** An employee has the right to have a Union representative present at any meetings which is disciplinary, or may result in discipline.

In addition to their Union representative, with the approval of the Employer, an employee will also be allowed to bring in an external support person (i.e. Elder, Spiritual Support).

- 47:03** A hearing may be held with an employee prior to making a determination to suspend or dismiss an employee. The employee has the option to have a representative present.

- 47:04** Where a written report recommending disciplinary action is to be placed on an employee's file, the employee shall be given an opportunity to sign the report indicating it has been read. Upon signing the employee shall receive a copy of such a report.

- 47:05** Where disciplinary action has been taken the employee shall be advised in writing of the disciplinary action and the circumstances and actions which made the disciplinary action necessary. The employee shall sign a copy only to acknowledge its receipt and shall retain a copy.

- 47:06** An employee may grieve any disciplinary action according to the grievance procedure. Grievances concerning demotion, suspension or dismissal shall be initiated at Step 2 of the grievance procedure.

- 47:07** The person to whom a grievance is made may:

(a) Uphold the disciplinary action; or

- (b) Vary the disciplinary action; or
- (c) Determine that no disciplinary action is warranted and remove any document pertaining to the disciplinary action from the employee's file(s).

47:08 No notice or payment in lieu thereof is required where an employee is dismissed.

Article 48 Grievance Procedure

48:01 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.

48:02 A "grievance" is defined as a complaint in writing 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;
- (b) The dismissal, suspension, demotion, or written reprimand of an employee.

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

48:03 Notwithstanding Section :02, an employee may complain or grieve on any unsatisfactory working condition up to and including Step 2 of the grievance procedure. The decision at Step 2 shall be final for such grievances.

48:04 Where a grievance has been initiated and the nature of the grievance is such that it has or potentially could have widespread application affecting a number of employees and where as a result the Union deems it impractical that each affected employee grieve separately, the Union shall have the right to present a group grievance on those matters as defined in Subsection :02

(a). A group grievance shall be presented directly to the Executive Director

within twenty (20) working days following the date upon which the employee(s) were notified orally or in writing, or on which the employee(s) first became aware of the action giving rise to the grievance.

- 48:05** 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. Where such a grievance is initiated by the Union it shall be presented to the Executive Director. Where such a grievance is initiated by ANCR it shall be presented to the President of the ANCR Local. In all cases the grievance shall be presented within twenty (20) working days from the date of the action giving rise to the grievance.
- 48:06** Where the parties fail to resolve a grievance under Section :04 or :05, either party may refer the grievance to Step 3 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.
- 48:07** Notwithstanding Section :09, a grievance filed under Section :05 shall not require the signature of an employee.
- 48:08** 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 of recourse to the grievance procedure for that particular grievance shall be at an end. If management fails to reply to a grievance within the prescribed time limits, the 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.
- 48:09** 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 Form or for failure to quote the Article in dispute.

- 48:10** 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 representative present at such a discussion. When a grievance cannot be presented in person at any step, it may be transmitted by registered mail.
- 48:11** An employee has the right to representation by a Union representative at any step of the grievance procedure.
- 48:12** **Step 1:**
- (a) Within twenty (20) working days after the date upon which the employee was notified orally or in writing, or on which the employee first became aware of the action or circumstances giving rise to the grievance, the employee shall present the grievance with the redress requested to the Employer.
 - (b) The Director or designate shall sign for receipt of the grievance and if the nature of the grievance is such that the Director or designate is authorized to deal with it, the Director or designate shall issue a decision in writing to the employee and to the Union within fifteen (15) working days.
 - (c) The Director or designate may hold a hearing to discuss the grievance with the employee and the employee's representative before giving a decision on the grievance.
 - (d) If the nature of the grievance is such that a decision cannot be given below a particular level of authority, the Director or designate shall forward the grievance to the appropriate authority at the appropriate step of the grievance procedure and so inform the employee and the

Union. The time limits and the procedures of the appropriate step shall then apply.

- (e) Where the designate at Step 1 is a steward or officer of the Union, the grievance shall automatically be referred by the Director or designate to Step 2.

48:13 Step 2:

- (a) If the grievance is not resolved satisfactorily at Step 1, the employee shall submit the same grievance and the redress requested to the Executive Director or designate within fifteen (15) working days of the receipt of the decision at Step 1.
- (b) The Executive Director or designate shall sign for receipt of the grievance and issue a decision in writing to the employee and to the Union within fifteen (15) working days of receipt of the grievance.
- (c) For those grievances defined in accordance with Section :02, the Executive Director or designate may hold a hearing to discuss the grievance with the employee and the employee's representative before giving a decision on the grievance. For those grievances concerning unsatisfactory working conditions as defined in Section :03, the Executive Director or designate shall hold a hearing to discuss the grievance with the employee and the employee's representative before giving a decision on the grievance.

48:14 Step 3:

A decision of the Executive Director or designate may be submitted to arbitration in accordance with Article 51. The decision of the single arbitrator shall be final and binding for all such grievances. Union approval is required to submit any grievance to arbitration.

- 48:15** Grievances concerning demotion, suspension or dismissal shall be initiated at Step 2 of the grievance procedure within twenty (20) working days of the date that the employee became aware of the action.

- 48:16** Subject to Section :07 of Article 12, the rejection of an employee on probation is not appealable or arbitrable.
- 48:17** Subject to Section :13 Step 2, an employee or the Union may withdraw a grievance at any step of the grievance/arbitration procedure by giving written notice to the department concerned. An employee may abandon a grievance by not processing it within the prescribed time limits.
- 48:18** Disputes concerning the selection of an employee for a position within the bargaining unit may be grieved at Step 2 to the Executive Director or designate in accordance with the following:
- (a) Within twenty (20) working days after the date upon which the employee was notified orally or in writing, or on which the employee first became aware of the action or circumstances giving rise to the selection dispute, the employee shall present the grievance with the redress requested to the Executive Director or designate.
 - (b) The Executive Director or designate shall sign for receipt of the grievance and shall issue a decision in writing to the employee and to the Union within fifteen (15) working days.
 - (c) The Executive Director or designate may discuss the grievance with the employee and the employee's representative before giving a decision on the grievance.
 - (d) All time limits referred to in this Section may be extended by mutual agreement.
 - (e) A decision of the Executive Director or designate may be appealed to in accordance with Article 51. The decision of the arbitrator shall be final and binding for all such grievances. Union approval is required to submit any appeal to arbitration.

Article 49 Grievance and Arbitration Procedure

- 49:01** Only those matters set forth below may be submitted to Arbitration by the Union or the Employer:
- (a) Grievances concerning the application, interpretation or alleged violation of an Article of this Agreement.
 - (b) Grievances concerning the application, interpretation or alleged violation of a signed Memorandum of Understanding or a signed Memorandum of Agreement between the parties.
 - (c) Grievances concerning dismissal, suspension, demotion or a written reprimand of an employee.
 - (d) Disputes involving classification.
- 49:02** The procedure for arbitrating grievances shall be the procedure as set forth below:
- (a) Where a difference arises between the parties hereto relating to a subject matter as outlined in Section :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 Executive Director , and shall set forth the issue in dispute for referral to an arbitrator or arbitration board in accordance with Subsections :02 (b) or (c).
 - (b) Where the party initiating the arbitration proceedings wishes to request a single arbitrator, the notice referred to in Subsection :02 (a) shall so state:
 - (i) 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 Subsection :02 (c) within ten (10) working days.

- (iii) A single arbitrator shall be considered to be an arbitration board for purposes of this Article.
- (c) Where the party initiating the arbitration proceedings wishes to request arbitration by a three (3) person board, the notice referred to in Subsection :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 (2) 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 fails to appoint its member to the board as provided above or where the two (2) appointees of the parties fail to agree on the appointment of a third member within the time specified, the Chief Justice for the Province of Manitoba, or in the Chief Justice's absence, the Chief Justice of the Court of Queen's Bench, upon the request of a party to the Agreement, shall nominate a member on behalf of the party failing to make an appointment or shall nominate the third member and chairperson, as the case may be, and where the case requires, may nominate both, and where such nomination has been made, the Minister of Labour 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 thirty (30) days of the matter being submitted to the board 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 (3) 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 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.

- (k) The arbitration board shall expressly confine itself to the issue submitted to the board, and shall have no authority to make a decision and/or recommendation on any other issue not so submitted to the board.
- (l) Where the arbitration board determines that an employee has been dismissed or otherwise disciplined by the Employer for just cause, 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.
- (m) 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 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.

Article 50 Reclassification Procedure

- 50:01** The employee will submit the request for reclassification to the Director of Human Resources, together with the following:

- (a) A current position description;
- (b) The job classification being requested and reasons why that classification is appropriate; and
- (c) Any other information in support of the request.
- (d) Human Resources has ten (10) working days following receipt of the request to reply and will confirm date of receipt.

50:02 Where the employee considers the reply from Human Resources to be unsatisfactory or where no reply is received within the prescribed time limits, the employee may proceed to **Step 2** of the grievance process.

50:03 The time limits prescribed in this Article may be extended by mutual agreement of the employee and the party designated to respond.

Article 51 Employee Files

51:01 Upon the written request of an employee, Human Resources shall make the employee's file available for the employee's full examination. Such examination shall be in the presence of a representative of Human Resources. The employee has the option to have a representative present.

51:02 An employee may request a copy of specific documents on the employee's file. This provision shall not be unreasonably requested or denied.

51:03 Upon written request of an employee, an employee shall have the right to examine and request a copy of the content of any file held by the employee's supervisor, which contains personal information regarding the employee, except for material which contains personal information about any other employee, **or which is confidential under Section 76(3) of The Child and Family Services Act.**

Article 52 Performance Appraisal

- 52:01** Performance appraisals are a tool to be used in a positive manner to acknowledge an employee's performance levels and where necessary to identify and outline strategies for improvement. When performance appraisals are conducted, the following will apply:
- (a) Performance appraisals shall be in writing and the contents shall be discussed with the employee.
 - (b) The employee shall sign the performance appraisal for the sole purpose of indicating that they are aware of its contents.
 - (c) The employee shall have the right to add comments to be attached thereto.
 - (d) The employee shall be given a copy of the performance appraisal at their request.

Article 53 Contracting Out

- 53:01** Where work is to be contracted out which would result in the redundancy of employees in the bargaining unit, then ANCR will provide the Union with four (4) months' notice.
- 53:02** During the notice period, the Joint Labour Management Consultation Committee shall meet to discuss the reasons and possible alternatives to the proposed contracting out as well as to facilitate potential retraining and/or redeployment opportunities.

Article 54 Seniority

- 54:01** "Seniority" means the length of service with ANCR as defined in this Article provided such service has not been broken by termination of the employee.
- 54:02** Seniority shall include only the following:
- (a) Accumulated service;

- (b) Periods of workers compensation;
- (c) Periods of maternity leave and/or parental leave and/or compassionate care leave;
- (d) Periods of adoptive parent leave;
- (e) Approved educational leave to a maximum of one (1) year;
- (f) Any sick leave without pay necessary to satisfy the elimination period of the Long Term Disability Plan;
- (g) Any other approved leaves without pay to a maximum accumulation of 145 hours in a calendar year; and
- (h) Periods of leave while on the Long Term Disability Plan.

Seniority will continue to accrue when an employee is temporarily out of the bargaining unit for up to six (6) months.

54:03 An employee will lose all seniority when the employee:

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

(h) Has been working outside the scope of this agreement in excess of two (2) years.

54:04 A seniority list will be prepared by April 1 up to and including December 31 of the previous year. The list will be electronically posted and all staff will be advised of posting and location. The list will be posted in hours.

54:05 Grievances concerning the calculation of seniority must be filed at Step 1 of the Grievance Procedure within twenty (20) working days of the date the employee became aware of the seniority calculation. Such grievances shall be restricted to the calculation of seniority in the calendar year immediately prior to the year in which the seniority list is posted.

Article 55 Devolution and Transfer of Services

55:01 In the event of the devolution or transfer of services provided by employees covered by this Agreement, the Union shall be notified no less than four (4) months prior to the transfer of employees. The parties will establish a joint committee to facilitate the orderly transfer of employees who are impacted.

55:02 Where the successorship provisions of The Labour Relations Act have been determined to apply, the provisions of this Agreement continue in effect for the affected employees until the expiry of the Agreement.

55:03 ANCR and the Union will work together with the successor Employer to negotiate a transition agreement respecting the administration and interpretation of this Agreement during the period required to negotiate a new Collective Agreement.

55:04 ANCR will make reasonable efforts and give priority consideration to obtaining employment opportunities, with the new Employer for employees who are not being transferred.

55:05 The provisions of this Article do not apply to seconded employees.

Article 56 Lay-Off

- 56:01** Where by reason of a shortage of work or funds, or the abolition of a position or material changes in duties or organization, an Employer determines that a lay-off(s) is necessary; the Employer shall determine the classification(s) from which the lay-off(s) are to take place.
- 56:02** Subject to this Article, the Employer shall determine the group of employees concerned within each classification from which employees are to be laid-off.
- 56:03** The group of employees concerned shall then be divided, where applicable, into three (3) subgroups as follows:
- Subgroup (1) - term employees with two (2) or more years of seniority.
- Subgroup (2) - regular employees with less than four (4) years of seniority.
- Subgroup (3) - regular employees with four (4) or more years of seniority.
- 56:04** Within the group of employees concerned, lay-off of subgroup (1) and (2) employees shall take place in ascending subgroup order. In determining the order of lay-off within a subgroup, seniority shall be the determining factor provided the qualifications of the employees are relatively equal. This Section is subject to the requirement that the employees who are retained must have the qualifications and ability to perform the duties which the remaining employees will be required to perform.
- 56:05** A subgroup (3) employee who is to be laid-off and who elects to exercise the employee's displacement option may displace the most junior employee in the employee's current class subject to the following:
- (a) The employee must have the qualifications and ability to perform the duties which the remaining employees will be required to perform.
 - (b) The employee may only decline the displacement opportunity under Subsection (a) if the position is in a location which would require a change of residence of the employee.

- (c) If the employee cannot displace the most junior employee under Subsection (a) or declines the displacement opportunity under Subsection (b), the employee may then elect to displace the next most junior employee in the class;
- (d) The process will continue in this manner until the employee is able to displace an employee in the class or there are no displacement opportunities;
- (e) A subgroup 3 employee who is displaced and is to be laid-off and who elects to exercise the employee's displacement option may displace the most junior employee in the employee's current class in accordance with the process in this Section.

56:06 A subgroup (3) employee who is to be laid-off and who has no displacement option within the employee's class as a result of Subsection :05 (a) or (b) may elect to displace the most junior employee in another class which has the same or lower maximum rate of pay. For this purpose, the rate of pay will be based on the bi-weekly rate of pay in the pay plan. The displacement process in that class will follow the provisions of Section :05.

56:07 Notwithstanding the process required in Sections :05 and :06, the effective date of the lay-off will not change from that initially provided to the subgroup (3) employee. The parties agree to take any steps necessary to expedite the process to ensure that an employee who is to be laid-off as a result of the displacement process, receives as much notice as possible. As a result, employees who elect to exercise their displacement rights must participate in and cooperate fully with the process or forfeit their displacement right.

56:08 Where the lay-off(s) of employee(s) in subgroup (3) is necessary, the Employer shall provide the Union with written notice not less than forty (40) days prior to the date of lay-off(s). The parties shall then meet to discuss the steps to be taken to assist the employees affected.

56:09 Except where specifically provided, this Article does not apply to the lay-off of:

- (a) Term employees at the end of a specific term of employment; or
- (b) Term employees with less than two (2) years of seniority.

56:10 Where an Employer is laying off an employee, notice of lay-off or pay in lieu thereof will be given in accordance with the following:

- (a) Where a term employee is being laid-off at the end of a specific term of employment or after completion of a job for which the employee was specifically employed, no notice of lay-off is required.
- (b) Four (4) weeks' notice will be provided to:
 - (i) Regular employees; and
 - (ii) Term employees with one (1) or more years of seniority;
- (c) Two (2) weeks' notice will be provided to term employees with less than one (1) year of seniority.

56:11 The Union will be provided a copy of lay-off notices issued to:

- (a) Regular employees; and
- (b) Term employees with two (2) or more years of seniority.

56:12 For purposes of this Article, "regular employee(s)" refers to full-time and part-time employee(s) and "term employee(s)" refers to full-time and part-time employee(s).

56:13 Term employees with less than two (2) years of continuous service shall be considered for lay-off prior to the lay-off of employees in the subgroups specified in Section :03.

56:14 Where employees have been laid-off, ANCR shall not use casual employees to do the work of the laid-off employees except:

- (a) Where the laid-off employees are not available for work; or
- (b) In emergency situations.

- 56:15** Where an employee, including a term employee, alleges that the employee's lay-off has not been in accordance with this Agreement, the grievance procedure set forth in this Agreement shall apply except that the grievance shall be initiated at the second step of the procedure.
- 56:16** For purposes of this Article, "qualifications" refers to education, knowledge, training, skills, experience, aptitude, and competence. "Ability" refers to mental and physical capability. The Employer, in making a decision with respect to determining which employees are to be retained and which employees are to be laid-off, shall determine qualifications, and the ability of employees to perform the duties which the remaining employees will be required to perform, in a fair, reasonable, and non-discriminatory manner. The onus of proof rests with the Employer in any dispute over the application of qualifications and ability to perform the duties which the remaining employees will be required to perform.
- 56:17** An employee who is entitled to displace another employee in accordance with the provisions of this Article may have a familiarization period in the new position. The purpose of the familiarization period is to allow the employee to become oriented to the specific duties of the position. The familiarization period is not intended to be a period during which an employee acquires the necessary qualifications and ability to enable the employee to displace another employee.
- 56:18** Where the temporary lay-off of an employee in subgroup (3) is necessary, Sections :05, :06 and :07 do not apply. For purposes of this Section a "temporary lay-off" is defined as less than three (3) months duration. Employees shall return to their positions upon expiry of such lay-off. This Section applies only to situations identified in separate Memorandum of Agreement between the parties.
- 56:19** Employees who are laid-off shall be placed on a re-employment list for a period of up to twenty-four (24) months from the effective date of the lay-off.

- 56:20** ANCR shall maintain a re-employment list for all employees covered by this Article who are laid-off on other than a temporary basis. A copy will be provided to the Union on request.
- 56:21** Employees who are placed on a re-employment list shall be called back to their positions in reverse order of lay-off in the classification from which the employee was laid-off.
- 56:22** An employee who is on the re-employment list must:
- (a) Report any change of address to ANCR without delay;
 - (b) If called back or provided a reasonable re-employment opportunity, respond to the call-back or reasonable re-employment opportunity within seven (7) days of receipt of notification of call-back or reasonable re-employment opportunity. An employee accepting a reasonable re-employment opportunity at a lower rate of pay shall retain their recall rights under Section :21 for the duration of the time they would have remained on the re-employment list;
 - (c) Return to work within fourteen (14) days of receipt of notification of call-back or reasonable re-employment opportunity or such other date as may be agreed upon between the employee and the Agency; and
 - (d) Except for good and sufficient reasons, accept a call-back or reasonable re-employment opportunity in accordance with this Section or be deemed to have resigned.
- 56:23** A “reasonable re-employment opportunity” is a position which the employee is reasonably qualified for and able to perform and which is in a location which would not require a change of residence by the employee.
- 56:24** A term employee who has been employed in the same position for one (1) or more years of continuous service and who is laid-off or whose term expires shall be placed on an employment availability list by ANCR for a period of one (1) year. During this period, the employee shall be considered for re-employment to the position if it is to be refilled.

- 56:25** Employees on a re-employment list may be offered re-employment to other positions within ANCR.
- 56:26** An employee who accepts another position may be placed on a trial period of not more than six (6) months duration. An employee who is found to be unsuitable during this trial period will be returned to the appropriate re-employment list for the greater of six (6) months or the remainder of the employee's twenty-four (24) month period on the re-employment list. An employee found to be unsuitable may grieve the decision commencing at Step 2 of the grievance procedure. The decision is final at this point.
- 56:27** If a regular employee accepts a term position as a result of re-employment, the employee's status as a regular employee shall be maintained. On the expiry of the term, the employee will be permanently laid-off, or remain on the re-employment list for the remainder of the twenty-four (24) month period if applicable.

Article 57 Severance Pay

- 57:01** Employees with nine (9) or more years of accumulated service whose services are terminated as a result of retirement in accordance with the provisions of The Civil Service Superannuation Act, shall be paid severance pay in the amount of one (1) week's pay for each complete year of accumulated service or portion thereof, but the total amount of severance pay under this Section shall not exceed fifteen (15) weeks' pay.

Example: ten (10) years, eight (8) complete months of accumulated service equals ten and eight-twelfths ($10 \frac{8}{12}$) years of accumulated service for purposes of calculation.

- 57:02** Where an employee in the employee's ninth year of accumulated service fails to complete nine (9) years' accumulated service as a result of retirement in accordance with the provisions of The Civil Service Superannuation Act, the employee shall be paid severance pay on the basis of nine (9) weeks' pay

multiplied by the factor of the number of complete months service completed in the employee's ninth year divided by twelve (12) months.

- 57:03** In addition to the severance pay set out in Section :01, employees who retire in accordance with the provisions of The Civil Service Superannuation Act will also be eligible for the following severance pay:
- (a) For employees with twenty (20) or more years of accumulated service, an additional two (2) weeks' pay.
 - (b) For employees with twenty-five (25) or more years of accumulated service, two (2) weeks' pay in addition to the amount in Subsection (a).
 - (c) For employees with thirty (30) or more years of accumulated service, two (2) weeks' pay in addition to the amount in Subsections (a) and (b).
 - (d) For employees with thirty-five (35) or more years of accumulated service, two (2) weeks' pay in addition to the amounts in Subsections (a), (b) and (c).
- 57:04** In the case of employees with nine (9) or more years of accumulated service whose services are terminated as a result of death, the employee's estate shall be paid severance pay in the amount of one (1) 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.
- Example: ten (10) years, eight (8) complete months of accumulated service equals ten and eight-twelfths ($10 \frac{8}{12}$) years of continuous service for purposes of calculation.
- 57:05** Where an employee in the employee's ninth year of accumulated service fails to complete nine (9) years' accumulated service as a result of death, the employee's estate shall be paid severance pay on the basis of nine (9) weeks' pay multiplied by the factor of the number of complete months service completed in the employee's ninth year divided by twelve (12) months.

- 57:06** Employees with one (1) or more years of accumulated service whose services are terminated as a result of permanent lay-off, shall be paid severance pay in the amount of one (1) 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) weeks' pay.
- 57:07** Where an employee in the employee's first year of accumulated service fails to complete one (1) year's accumulated service as a result of permanent lay-off, the employee shall be paid severance pay on the basis of one (1) week's pay multiplied by the factor of the number of complete months service completed in the employee's first year divided by twelve (12) months.
- 57:08** An employee who is eligible to receive severance pay in accordance with this Article may elect to receive the severance pay in two (2) equal payments provided both payments occur within the same fiscal year as the effective date of the retirement or permanent lay-off. In the case of severance payable on permanent lay-off, this provision only applies if the employee immediately elects permanent lay-off upon receiving notice of lay-off and waives the right to be placed on the re-employment list.
- 57:09** The rate of pay referred to in this Article shall be determined on the basis of the last regular bi-weekly rate of pay, excluding allowances, which was in effect for the employee at the time of retirement, permanent lay-off, or death. The rate of pay for hourly rated employees shall be determined on the basis of the applicable work week, either thirty-six and one-quarter ($36\frac{1}{4}$) or forty (40) hours per week.
- 57:10** In the case of employees eligible for severance pay who are on stand-by or temporary lay-off at the time of retirement, permanent lay-off or death, the weekly hours shall be, the normal weekly hours of work in effect for the classification of the employees at the time of the retirement, permanent lay-off or death.

Article 58 Resignations

- 58:01** An employee wishing to resign shall provide the Employer with a written notice of resignation which shall specify the last day upon which the employee will perform the employee's regular duties.
- 58:02** The effective date of a resignation shall be the last day upon which an employee is present at work and performs the employee's regular duties.
- 58:03** Notwithstanding :01 and :02, an employee who is retiring in accordance with the provisions of the Civil Service Superannuation Act, may, with the approval of the Employer, be permitted to utilize paid leave in the form of vacation or banked time to be taken immediately prior to the employee's retirement date. In this circumstance, the effective date of resignation shall be deemed to be the last day of the employee's paid leave.
- 58:04** Subject to Sections :04, :05 and :06, where the last day on which an employee who has submitted a notice of resignation performs the employee's regular duties precedes a Friday which, but for the fact that a holiday falls thereon would be a regular working day, the employee shall be deemed to have voluntarily terminated the employee's service on that Friday and shall be eligible for holiday pay for that Friday.
- 58:05** Subject to Section :06 employees shall give written notice of resignation at least **three (3)** weeks prior to the date on which the resignation is to be effective. Notice of resignation shorter than the required **three (3)** weeks may only be given with the approval of the Employer.
- 58:06** An employee may, with the approval of the Employer, withdraw the notice of resignation at any time before the resignation becomes effective.
- 58:07** Where the employment of an employee terminates at the end of a specific term of employment, or on the completion of a job for which the employee was specifically employed, no notice of resignation is required.
- 58:08** Employees are required to return all materials, equipment, keys etc. belonging to the Employer at or prior to the date of resignation.

Article 59 Technological Change

- 59:01** ANCR and the Union recognize that technological change can offer significant improvements in the quality and quantity of services provided to the public.
- 59:02** For purposes of this Article, “technological change” means the introduction of equipment or material into ANCR’s operations which is likely to affect the security of employees who are employed on a full-time, year-round basis.
- 59:03** ANCR agrees that it will endeavour to introduce technological change in a manner which, as much as is practicable, will minimize the disruptive effects on services to the public and employees.
- 59:04** Where ANCR intends to introduce technological change, the following procedure will be followed:
- (a) ANCR will provide the Union with six (6) months’ notice prior to the date the change is to be effective;
 - (b) During this period, the parties will meet to discuss the steps to be taken to assist the employees who could be affected.
 - (c) Where retraining is to be provided, it shall be provided during the employees’ normal working hours except where the retraining is not available during the employee’s normal working hours.
 - (d) At the request of either party, an on-site technological change implementation committee shall be established at the work location(s) affected. The Committee will consist of two (2) worker representatives and two (2) management representatives. The role of the Committee will be to facilitate the implementation of the technological change in a manner consistent with this Article.
- 59:05** The provisions of this Article are intended to assist employees affected by technological change and Sections 83, 84 and 85 of The Labour Relations Act do not apply during the term of this Agreement.

Article 60 Loss Of or Damage To Personal Effects

60:01 Where an employee, because of the action of a client of ANCR, suffers damage to, or loss of **personal health item, such as eye-glasses, false teeth, or prosthetic, ANCR will reimburse as indicated below, following any claims against applicable home or auto insurance. Full deductible reimbursement will be to a maximum of five hundred dollars (\$500).**

- (a) Full replacement cost provided that the item that is lost or damaged beyond repair has been purchased within six (6) months of the incident;
- (b) If the item has been purchased within six (6) months to two (2) years of the incident, at eight-five percent (85%) of the replacement cost;
- (c) At seventy-five percent (75%) of the replacement cost in all other cases.
- (d) **Where a health item is deemed repairable, the Employer will determine whether to repair or replace the item.**

60:02 Where an employee, because of the action of a client of ANCR, suffers damage to, or loss of **personal effects necessary or required in the performance of the employee's duties, the employee shall be reimbursed at a maximum of two hundred and fifty dollars (\$250) provided that the item that is lost or damaged beyond repair.**

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

60:03 All incidents of loss of, or damage to health items or personal effects as mentioned in Section :01 and :02, shall be reported in writing by the employee whose personal effects are lost or damaged to the Employer within twenty-four (24) hours of the incident.

60:04 Employees are responsible for any personal effects which are brought to their place of work and are not specifically required in the course of their employment; and no claim for compensation will be considered for **said personal effects.**

- 60:05** Where compensation is available from an employee's personal insurance or otherwise for the loss or theft of or damage to the employee's **personal effects**, the deductible portion may be claimed.
- 60:06** Every claim for compensation made pursuant to Sections :05 and :0, will be considered for approval by the Employer. The claim shall indicate:
- (a) The name of the claimant, position classification, normal place of work and type of work the position entails;
 - (b) Identification as to category - loss, theft, damage - and full particulars as to when, and how the loss, theft or damage took place, with any other relevant particulars;
 - (c) Justification for the claim in accordance with **Sections :01 through :05**;
 - (d) A certification by the claimant that all items lost, stolen or damaged are not covered by any form of insurance, or if they are covered, the amount of the deductible for which reimbursement is being claimed under this Article.

Article 61 Civil Liability

- 61:01** If an action or proceeding is brought against any employee covered by this Agreement for an alleged tort committed by the employee in the performance of the employee's duties, **except in cases of gross negligence**, then:
- 61:02**
- (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 the employee shall advise employer of any such notification or legal process.
 - (b) ANCR shall pay any damages or costs awarded against any such employee in any such action or proceedings and all legal fees; and/or
 - (c) ANCR 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 ANCR before the same is finalized; provided the conduct of the employee which gave rise to the action did not constitute gross negligence of the employee's duty as an employee.

- (d) Upon the employee notifying ANCR in accordance with Subsection :01 (a) above, and the employee shall forthwith meet and appoint counsel that is mutually agreeable to both parties. Should the parties be unable to agree on counsel that is satisfactory to both, then ANCR shall unilaterally appoint counsel. ANCR accepts full responsibility for the conduct of the action and the employee agrees to co-operate fully with appointed counsel.

Article 62 Acting Status

- 62:01** Where the Employer directs an employee employed in one (1) position to temporarily take over the duties and responsibilities of some other position having a higher grade of pay, and provided the employee takes over and continues to perform for ten (10) or more consecutive working days the duties and responsibilities of that other position, the employee shall be appointed temporarily to that other position with acting status and shall be paid at the rate of pay for that other position from the date of taking over the duties and responsibilities of that other position until the temporary appointment is revoked. Upon the temporary appointment being revoked the employee shall, unless appointed or promoted to some other position, revert to the employee's original position and be paid at the rate of pay for the employee's original position that the employee would be paid if the employee had never held the temporary appointment.
- 62:02** For purposes of interpretation of this Article, "duties and responsibilities" means the duties and responsibilities that would have been performed by the incumbent during the period in which the incumbent had been replaced.
- 62:03** Where an acting status appointment to a position within the bargaining unit will exceed twelve (12) continuous months, ANCR will notify the Union of the reasons. A meeting may be held to discuss the matter at the request of the

Union. The employee who is in acting status may attend at the request of either party.

- 62:04** Section :03 does not apply where an employee is replacing an employee who is absent for any reason.

Article 63 Domestic Violence Leave

- 63:01** An employee who is a victim of domestic violence and has been employed for at least ninety (90) days is entitled to both of the following domestic violence leaves in each fifty-two (52) week period:
- (a) Leave of up to ten (10) days, which the employee may choose to take intermittently or in one continuous period;
 - (b) Leave of up to seventeen (17) weeks to be taken in one continuous period.
- 63:02** An employee may take domestic violence leave only for one or more of the following purposes:
- (a) To seek medical attention for the employee or the employee's child in the respect of a physical or psychological injury or disability caused by the domestic violence;
 - (b) To obtain services from a victim services organization;
 - (c) To obtain psychological or other professional counseling for the employee or the employee's child;
 - (d) To relocate temporarily or permanently;
 - (e) To seek legal or law enforcement assistance, including preparing for or participating in any civil or criminal legal proceeding related to or resulting from the domestic violence;
 - (f) Any other purpose prescribed by the Employment Standards Code or its regulation in relation to domestic violence leave.

- 63:03 Subject to Section :04, leave taken under this Article is unpaid leave.
- 63:04 In addition, an employee shall be granted up to five (5) days leave in a fifty-two (52) week period as employer paid leave, provided that when giving notice under Section :05 the employee notifies the employer which days, if any, are to be paid leave. Such days may be taken intermittently or in one continuous period and cannot be drawn from an employee's existing leave banks.
- 63:05 An employee who wishes to take leave under this Article shall endeavor to provide the employer as much notice as is reasonable and practicable.

Article 64 Personal Wellness Days

- 64:01 An employee shall be entitled to one (1) day of leave with pay per calendar year for personal wellness.
- 64:02 Personal wellness days may be taken at a time determined by the employee, but must not be taken in conjunction with other planned leaves, or during a resignation notice period.
- 64:03 A personal wellness day must be taken in full shift increments.
- 64:04 Where an employee will be absent from work for the purpose of personal wellness, the employee shall notify the employee's immediate supervisor of the absence at least one (1) hour prior to the normal hour of beginning work.
- 64:05 Leave under this Article shall not be carried forward into the next calendar year, and is not payable on termination of employment.

Article 65 Pandemic Safety

- 65:01 During the course of a Community Health Outbreak or Pandemic, all employees shall be provided appropriate Personal Protective

Equipment (PPE) as per public health order, contingent upon availability and accessibility associated with supply and demand.

- 65:02 Should a full time or part time employee be required to isolate by public health authorities during a community health outbreak/pandemic and the employee is not ill, the Employer and the employee will make reasonable efforts to facilitate a work from home arrangement during the isolation period. Casual employees are excluded. The Employer may assign special projects in order to facilitate working from home. Employees who self-isolate due to voluntary travel are not eligible for work from home accommodation.
- 65:03 In those instances where the employee is ill, the employee will be placed on sick leave and the absence will be charged against their sick leave credits.
- 65:04 It is expected that employees will make reasonable efforts to comply with public health recommendations/orders and thereby avoid the need to isolate. The Employer reserves the right to deny work accommodation when the requirement to isolate is a result of non-compliance with public health recommendations/orders.

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

The parties agree that the following positions will be excluded after the date of implementation:

Executive Director

Chief Financial Officer

Director of Abuse Investigations

Director of Quality Assurance and Compliance

Director of Screening and Program Development

Director of Early Intervention Program

Director of Human Resources

Director of Intake Assessment

Director of After Hours Program

Human Resource Generalists

Human Resource Assistant

Executive Assistant to the Executive Director

Coordinator of IT and Operations

Indigenous and Diversity Development Coordinator

Appendix “B” - Casual Employees

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

Article 1 - Interpretation

Article 4 - Application of Agreement

Article 5 - No Discrimination

Article 6 - Management Rights

Article 9 - Union Security

Article 17 - Retroactive Wages

Article 18 - Overtime

Article 19 - Shift Premium

Article 20 - Weekend Premium

Article **22** - Holidays

- provisions respecting 1½x for time worked on the listed holidays only
- all other provisions in accordance with Employment Standards Act

Article **44** - Harassment

Article **45** - Conduct of Employees

Article **47** - Disciplinary Action

Article **48** - Grievance Procedure - limited to the provisions in this Article

Article **49** - Grievance and Arbitration Procedure - limited to the provisions of this Article

Article **51** - Employee Files

Article **60** - Loss Of or Damage To Personal Effects

Article **61** - Civil Liability

1:02 There is no obligation for the Employer to offer work to a casual employee or for a casual employee to accept work that is offered.

1:03 A casual employee who has not worked **a full shift** for a period of **thirty (30)** calendar days may be terminated at the sole discretion of the Employer.

Appendix “C” - Privately Owned Vehicles

1:01 Reimbursement Rates

An allowance for the use of a privately owned vehicle, for travel on ANCR business, when authorized by a supervisory official shall be paid.

The following formula shall be utilized to calculate the value of the allowances:

Base Rate = 41.0¢/km based on a price of \$1.00/litre of regular gasoline (south of the 53rd).

The kilometre rates would be adjusted based on the following ratio:

- (a) For every full 10.0¢ increase/decrease in the price per litre of regular gasoline, there would be a 1.0¢/km increase/decrease in the private vehicle kilometre reimbursement rates.
- (b) The private vehicle kilometre rates would be determined based on the previous six (6) months average of regular gasoline prices in Winnipeg. A semi-annual review for April 1 to September 30, and October 1 to March 31, will be conducted. Any increase or decrease resulting from a review shall be effective October 1 and April 1 respectively. The first potential adjustment would be scheduled to occur October 1st or April 1st, whichever occurs first following the date of signing.

Current rate for privately owned vehicle is **\$49¢/km**.

1:02 Residence to Work Location

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

- (b) **Where an employee is assigned to a work location which is outside the headquarters area to which the employee would otherwise relate, the additional distance to travel to that work location over that which would otherwise be incurred in travel from the employee's headquarters may be claimed.**

Vehicles Required as a Condition of Employment

- 2:01 Where an employee is required as a condition of employment to provide a personal vehicle for use in carrying out the employee's duties on behalf of ANCR, then the provisions of this Article shall apply.
- 2:02 By March 1 of each year, the employee shall select one (1) of the following methods of compensation of vehicle expenses which will apply to the employee for the following fiscal year from April 1 to March 31.
- (a) Option A - compensation in accordance with Section 1:01 and 1:02.
- (b) Option B - when authorized by the supervisor authority, an employee required to provide a vehicle as a condition of employment will be paid for each day of use of the vehicle at the following rates based on the type of vehicle supplied:
- (i) Automobiles:
 Current Rate \$7.14 plus 32.0¢ per kilometre
- (ii) Trucks:
 Current Rate \$7.69 plus 35.3¢ per kilometre

Appendix “D” - Meals and Miscellaneous Expenses

Meals - Eligibility for Claims

1:01 Breakfast - an employee is expected to have had breakfast before the start of the day’s work, even though some travel may be necessary before the recognized starting time. Exceptions occur to this pattern and cost of breakfast may be claimed when:

- (a) The employee is in travel status; or
- (b) The employee has been travelling for more than one (1) hour on ANCR business before the recognized time for the start of the employee’s day’s work.

1:02 Luncheon - an employee is expected to make arrangements to provide or purchase luncheon, or the mid-day or mid-shift meal. For many employees, either because of lack of facilities in the area of work or for general convenience or economy, luncheon is carried to work rather than purchased. Exceptions to this pattern, when cost of luncheon may be claimed, occur when:

- (a) The employee is in travel status; or
- (b) The employee is away from the employee’s normal place of work and outside the headquarter area which would cause the employee to disrupt the employee’s normal mid-day or mid-shift meal arrangements.

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

1:03 Dinner - an employee may only claim for the cost of a dinner meal when:

- (a) The employee is in travel status; or

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

Any extension of working hours at the normal place of work is covered under Article 3 - Meal Allowances During Overtime Work. No other meal claims except as provided in this Article shall be paid.

Meal Expenses - Travel Within the Province

- 2:01 An employee who is eligible may claim the actual cost of purchased meals up to the following maximum amounts:

	Individual Meals			
	<u>Breakfast</u>	<u>Lunch</u>	<u>Dinner</u>	<u>Per Diem</u>
April 1, 2013	\$8.63	\$10.83	\$18.37	\$37.84

- 2:02 For each full day in travel status an eligible employee may claim the Per Diem Allowance in lieu of individual meal claims to cover the cost of purchased meals.
- 2:03 Where no overnight accommodation is involved only the appropriate individual expenses under Section :01 may be claimed.
- 2:04 Where a single price or flat rate is charged for meals by the supplier and no other reasonable alternative in the location is available (which may occur in some remote or isolated communities), actual meal expenses exceeding the above maximum may be claimed if supported by a receipt.

Meal Allowances During Overtime Work

- 3:01 Extension of Working Day
Where an employee’s working day has been extended beyond the standard working day or shift at the normal place of work by EITHER -
 - (a) At least two (2) hours, exclusive of a dinner break, a meal allowance shall be paid at four dollars and eighty cents (\$4.80) per day; or

- (b) At least three and a half (3½) hours, exclusive of a dinner break, an allowance equivalent to that payable for “Lunch” in the appropriate area as shown in Article 2 - Meal Expenses - Travel Within The Province, shall be paid.

Incidentals Allowance

- 4:01 An employee who is in travel status may claim an incidentals allowance for each night of:
- (a) Commercial accommodation: \$4.60
 - (b) Non-commercial accommodation: \$3.20
- 4:02 The incidentals allowance covers reimbursement for all incidental expenses except as provided in Miscellaneous Expenses During Travel.

Miscellaneous Expenses During Travel

- 5:01 Gratuities
No gratuities may be claimed. Allowance is made for these in either the individual meal allowances, the per diem allowances, or as part of the claim for meals during travel outside the province.
- 5:02 Laundry
(a) Laundry charges must be supported by receipts and may only be claimed where the employee is travelling on ANCR business and overnight away-from-home accommodation is involved for a period in excess of four (4) consecutive nights.
- 5:03 Parking
(a) An employee may claim parking expenses as follows:
- (i) Short-term parking, when the employee is away from the workplace; and
 - (ii) Overnight parking where it is not provided with accommodation;

- (b) Parking at an airport or other transportation terminal will only be allowed where the parking cost and the transportation costs to and from the terminal are less than the normal allowable transportation costs, i.e. limousine, taxi or bus, as available.

5:04 Telephone

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

Accommodations

- 6:01 Employees travelling on ANCR business are entitled to standard hotel room accommodation with a bath when available.
- 6:02 The type, standard and cost of accommodation, and the period for which such costs may be allowed shall, in the opinion of ANCR, be reasonable considering all relevant circumstances.

Cell Phone Reimbursement

- 7:01 An employee who is authorized to use a cell phone for work purposes, (service use or safety reasons), is entitled to claim twenty (\$20) dollars per month. Employees shall submit a statement of cost for reimbursement.

This provision is available to employees working .5 EFT or greater.

- 7:02 The Employer will issue cell phones to SP5 level (Supervisors).

Definitions

- 8:01 “Travel Status” means absence of the employee from the employee’s headquarters area on ANCR business involving travel and accommodation with the approval of the branch head.
- 8:02 “Headquarters Area” means:
- (a) An area twenty-four (24) kilometres (15 miles) around the employee’s headquarters.
- 8:03 “Employee’s Headquarters” means the workplace where the employee is normally stationed or required to use as the employee’s base of operations on a continuing basis in relation to which the employee has established a residence.

IN WITNESS whereof the Executive Director hereunto set their hand for, and on behalf of the Board of Directors of Child and Family All Nations Coordinated Response Network Inc., and the President of the Manitoba Government and General Employee's Union has hereunto set their hand for, and on behalf of, the Manitoba Government and General Employee's Union.

Signed this 26th day of January, 2023.

[Signature]

On behalf of Board of Directors of Child and Family All Nations Coordinated Response Network Inc.

[Signature]

On behalf of Manitoba Government and General Employees' Union

[Signature]

On behalf of Board of Directors of Child and Family All Nations Coordinated Response Network Inc.

On behalf of Manitoba Government and General Employees' Union

[Signature]

On behalf of Board of Directors of Child and Family All Nations Coordinated Response Network Inc.

[Signature]

On behalf of Manitoba Government and General Employees' Union

[Signature]

On behalf of Board of Directors of Child and Family All Nations Coordinated Response Network Inc.

[Signature]

On behalf of Board of Directors of Child and Family All Nations Coordinated Response Network Inc.

[Signature]

On behalf of Board of Directors of Child and Family All Nations Coordinated Response Network Inc.

[Signature]

On behalf of Board of Directors of Child and Family All Nations Coordinated Response Network Inc.

Memorandum of Agreement #1

between

Board of Directors of Child and Family

All Nations Coordinated Response Network Inc.

and

Manitoba Government and General Employees' Union

Re: Employment Equity

In accordance with ANCR's employment equity goals, the parties' commitment to non-discrimination as contained in Article 5 of this Agreement, and to the principles of employment equity.

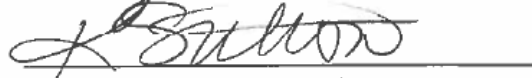
In factoring Employment Equity into the Recruitment and Appointment process, the following principles shall apply:

1. Employment Equity shall be applied as a factor in competitions for which there is inadequate representation of one (1) or more of the four (4) under-represented groups (**women, visible minorities, Indigenous people, persons with disabilities**) or for which there is a bona fide organizational need.
2. The weighting afforded Employment Equity shall be no greater than that applied to the highest weighted essential selection criterion.
3. The rating applied to Equity candidates shall be the same as that applied to the "meets standard" rating for the essential selection criteria.
4. Employment Equity candidates must be qualified in all other essential selection criteria.
5. The rating for Employment Equity shall be applied only once in the selection process.

Signed this 26th day of January, 2023.



On behalf of Board of Directors of
Child and Family All Nations Coordinated
Response Network Inc.



On behalf of Manitoba Government
and General Employees' Union

Memorandum of Agreement #2

between

Board of Directors of Child and Family

All Nations Coordinated Response Network Inc.

and

Manitoba Government and General Employees' Union

Re: Indigenous Employment Strategy

The parties understand and agree that **Indigenous** persons are currently significantly underrepresented within ANCR, and that additional actions are needed to promote and facilitate employment of **Indigenous** persons at all levels. It is therefore mutually agreed that the parties will work in cooperation to:

1. Develop strategic initiatives and programs that:
 - (a) Foster mutual respect, trust, fairness, open communication, understanding and constructive intercultural relationships;
 - (b) Focus on recruiting and training of **Indigenous** workers;
 - (c) Identify workplace barriers that may be discouraging or preventing **Indigenous** workers from entering and remaining in the workforce; and
 - (d) Facilitate the development of effective and culturally appropriate service models.
2. Promote and publicize initiatives undertaken to encourage, facilitate and support the development of a representative workforce.

Promote a workforce that contributes to an experience of cultural safety for **Indigenous** clients served.

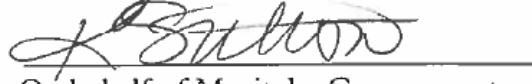
To support a workforce with knowledge, skill and lived experience which makes them competent to apply a cultural service lens and to provide a culturally appropriate, differential response for families served.

3. Orientation sessions for new employees to ensure better understanding of respectful work practices to achieve a harassment free environment.
4. Implement education opportunities for all employees to promote cultural awareness of **Indigenous** peoples and the models, approaches and practices that best serve **Indigenous** children and families.

Signed this 26th day of January, 2023.



On behalf of Board of Directors of
Child and Family All Nations Coordinated
Response Network Inc.



On behalf of Manitoba Government
and General Employees' Union

Memorandum of Agreement #3**between****Board of Directors of Child and Family****All Nations Coordinated Response Network Inc.****and****Manitoba Government and General Employees' Union****Re: After Hours Program (AHP)**

The After Hours Program provides a range of emergency response services including but not limited to, crisis intervention and assessment and follow up of child protection concerns under the mandate of the Child and Family Services Act. The After Hours Service Program normally delivers such services outside of the Employer's regular hours of work.

The normal hours of operation shall be:

- Monday to Friday - 4:00 p.m. to 8:30 a.m.
- Weekends and Statutory Holidays - 24 hours per day

General Principles and Guidelines

1. All employees working in the After Hours Program must be willing and able to work all shifts, i.e. weekends, weekdays, statutory holidays, days, evenings and overnights as applicable.
2. The Employer retains the exclusive right to determine the shifts and to schedule employees to ensure continuity of high standard of service.
3. The Employer shall post shift schedules one (1) month in advance.
4. The Employer shall strive to accommodate the preference of all employees guided by the principles of fairness, equity and availability in the allocation of work.

5. Upon mutual agreement between the employee and the Employer, two (2) employees on opposite schedules may switch shifts. Such requests will be subject to ANCR's Policy on Shift Interchange. Requests to switch shifts that will result in moving either employee into overtime status will not be granted.

Hours of Work, Overtime and Stand-by

1. **After Hours Workers** shall work 9.0625 hour shifts exclusive of meal periods, normally starting at the following times:
 - **Evenings - 4:00 p.m.**
 - **Nights - 10:00 p.m., 10:30 p.m.**
 - **Days (weekends, statutory holidays) - 8:00 am.**
2. Supervisors shall work 9.0625 hour shifts exclusive of meal periods, normally starting at the following times:
 - **Evenings - 3:00 p.m. (Monday to Friday and Sunday)**
 - **Saturday and statutory holidays – 12:00 pm**
 - **Days - 8:00 am. (Sunday)**
3. Operationally there is a requirement for supervisory support to be available during meal periods. The Employer shall recognize each fifty-six (56) minute period as if it were an eight hour period of stand-by and Article 21 of the Collective Agreement shall apply. For all other periods of stand-by required of the supervisors, Article 21 shall apply.
4. Time off taken for purposes of paid leaves (e.g. vacation, sick leave) shall reflect a reduction of 9.0625 hours from the employees applicable quota (e.g. vacation, sick leave) based on the employees scheduled hours of work for each such day off requested and granted. Where such requested time off is less than the employees scheduled hours of work for the day, actual hours taken shall be reduced from the employees applicable quota.
5. Employees working greater than 72.5 regular hours in a bi-weekly pay period shall be paid at the applicable overtime rate. Overtime at the applicable rate shall also apply after an employee works greater than his/her daily assigned hours (9.0625).

6. Should it be necessary to require an employee to work a double shift back to back as per Article 18:02 the following will apply:
 - (a) By a volunteer of staff currently working. If no staff volunteers then (b) will apply;
 - (b) On a rotational basis amongst those qualified as determined by the supervisor.

Employees who volunteer to work a double shift back to back, **are** placed at the bottom of the rotation list and will not be required to work a double shift back to back until the list is exhausted or if no qualified staff are available.

7. Where an employee works a double shift back to back replacing an employee, of six (6) hours or greater, they will receive double time (2x) for all hours worked on the second shift, and will receive a thirty (30) minute unpaid meal break to be taken during that shift.
8. **Supervisors on standby for the overnight shift are paid as per MOA #14 After Hours Program (AHP) Supervisor Standby. In all other circumstances, employees on stand-by will be paid as per Article 21.**

Allocation of Work

1. The Employer shall strive to maintain a Sunday to Wednesday and a Thursday to Sunday shift schedule as outlined in a document entitled Shifts Pattern and Rotation. At shift rotation change (the first Sunday of every third month), smoothing shall be utilized to ensure continuance of regular earnings.

Example: The payroll system pay cycle closes on a Friday. At the beginning of the shift rotation changeover, one (1) team will have worked 9 shifts and the other team will have worked seven (7) shifts. To ensure regularity of pay (i.e. pay for 8 shifts in the bi-weekly), a concept called smoothing is used. The shifts variance quota in the payroll system is used to record the adjustments to effect smoothing. Smoothing is applicable to full time employees only.

Part time employees are responsible to pick up additional shifts if required to achieve their prescribed EFT.

2. Once full-time and part-time employees of the After Hours Program have been allocated their static shifts, staff will then be scheduled based on their submitted availability. Part-time staff will be given first preference ahead of casual staff for the schedule. Once the schedule has been completed any shifts that become available will be filled on a first come first serve basis.

Shift Pattern and Rotation

After Hours Workers:

After Hours Workers alternate between evening and overnight shifts on rotation, working three (3) weeks of evenings and one week of overnight shifts in turn.

Shift 1 Rotation Week 1 to 3:	Sunday 8:00 a.m. to 6:00 p.m.
-	Monday to Wednesday 4:00 p.m. to 2:00 a.m.
- Rotation Week 4	Saturday 10:00 pm to 8:00 am
	Monday to Wednesday 10:30 pm to 8:30 am
Shift 2 Rotation Week 1 to 3	Thursday to Sunday 4:00 p.m. to 2:00 a.m.
Rotation Week 4	Thursday and Sunday 10:30 pm to 8:30 am
	Friday and Saturday 10:00 pm to 8:00 am

Each of the above shift patterns is in effect for two (2) months and the turnaround occurs on the first Sunday at the start of the third month.

Supervisors:

Shift 1 -	Sunday 8:00 a.m. to 6:00 p.m.
	Monday to Wednesday 3:00 p.m. to 1:00 a.m.
	Holidays 12:00 pm to 10:00 pm
Shift 2 -	Thursday and Friday 3:00 pm to 1:00 am
	Saturday 12:00 pm to 10:00 pm
	Sunday 3:00 pm to 1:00 am
	Holidays 12:00 pm to 10:00 pm

Each of the above shift patterns is in effect for two (2) months and the turnaround occurs on the first Sunday at the start of the third month.

Auxiliary Supervisor

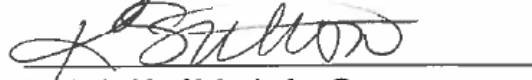
A part time “Auxiliary Supervisor” works week day mornings to complete supervisory work remaining from the evening and overnight, to assist the overnight staff in finalizing overnight work including reviewing Intake Module Reports and determining Intake disposition, ensuring the completion of Notice of Significant Measures, ensuring Intake Module reports are forwarded to the appropriate ANCR program or on-going service Agency, and any other supervisor functions required.

- 7:00 am to 12:00 pm Monday to Friday

Signed this 26th day of January, 2023.



On behalf of Board of Directors of
Child and Family All Nations Coordinated
Response Network Inc.



On behalf of Manitoba Government
and General Employees' Union

Memorandum of Agreement #4

between

Board of Directors of Child and Family

All Nations Coordinated Response Network Inc.

and

Manitoba Government and General Employees' Union

Re: Early Intervention Program / Resource Centre - Hours of Work

1. The parties agree that the Early Intervention Program Staff may vary the work week or work day and any variation shall be by mutual agreement between the parties.
2. The parties agree that in order to provide services to the public, flexibility to have the Family Resource Centres programs, delivered beyond the normal 4:30 p.m. closing time is required based on a mutually agreed to schedule.
3. The parties agree that two (2) work shifts will be established and defined as follows:
 - (a) Morning shift where staff will start no earlier than 8:30 a.m. and end no later than 4:30 p.m.
 - (b) Evening shift where staff will start no earlier than 12:30 p.m. and end no later than 8:30 p.m.
 - (c) The evening shifts will only apply Monday to Thursday during a work week.
4. The parties agree that staff will be required to work two (2) evening shifts per week based on the schedule developed.

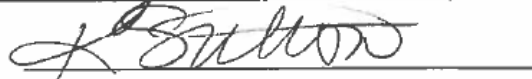
5. The parties agree that a minimum of two (2) staff will be available to work the evening shift and staff can be moved from one Resource Centre to another based on operational requirements.
6. The Employer will develop and post the employee schedule at least thirty (30) days in advance of the start of the schedule, unless agreed to by the parties, that a shorter or longer time frame was required.
7. This Memorandum applies to all staff employed at the Resource Centre with the exception of the Supervisors, Administrative Staff.
8. Staff will be required to work two (2) evening shifts per week.
9. The staff listed below are the exception to 8. above, and will only be required to work one (1) evening shift per week:

Linda Chisholm

Signed this 26th day of January, 2023.



On behalf of Board of Directors of
Child and Family All Nations Coordinated
Response Network Inc.



On behalf of Manitoba Government
and General Employees' Union

Memorandum of Agreement #5

between

Board of Directors of Child and Family

All Nations Coordinated Response Network Inc.

and

Manitoba Government and General Employees' Union

Re: Employee Paid Parking

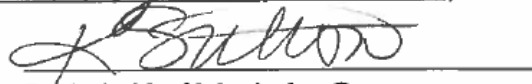
The employer commits that the ANCR parking rate (currently **\$29.08**/biweekly) shall not be adjusted during the life of the Collective Agreement.

Should ANCR relocate its office to another location, the parties will meet to discuss the impact on parking availability and cost associated with a new lease.

Signed this 26th day of January, 2023.



On behalf of Board of Directors of
Child and Family All Nations Coordinated
Response Network Inc.



On behalf of Manitoba Government
and General Employees' Union

Memorandum of Agreement #6

between

**Board of Directors of Child and Family
All Nations Coordinated Response Network Inc.**

and

Manitoba Government and General Employees' Union


Re: (Deductible Reimbursement) - Privately Owned Vehicles


When an employee's vehicle is vandalized or is involved in a hit and run accident while carrying out the employee's duties, or while the vehicle is parked at the employee's workplace, the cost of the deductible shall be covered by the Employer based on the following guidelines:

- (a) The maximum payable is two hundred dollars (\$200).
- (b) Payment will be based on the approved **Manitoba Public Insurance** Claim.
- (c) Subsequent claims after a first claim must be for a minimum of five hundred dollars (\$500) damage.

Where the interior or the exterior of an employee's vehicle is contaminated, infest, or damaged through actions of a client, the employer will arrange for disinfection, cleaning, extermination, restoration or repair as required within a reasonable time period.

Signed this 26th day of January, 2023.


On behalf of Board of Directors of
Child and Family All Nations Coordinated
Response Network Inc.


On behalf of Manitoba Government
and General Employees' Union

Memorandum of Agreement #7

between

Board of Directors of Child and Family

All Nations Coordinated Response Network Inc.

and

Manitoba Government and General Employees' Union

Re: Early Intervention Programs – 835 Portage Ave – Hours of Work

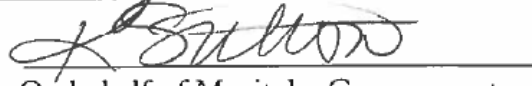
1. The parties agree that the Early Intervention Staff located at 835 Portage Ave. may vary the work week or work day and any variation shall be by mutual agreement between the parties. This memorandum will apply to volunteers only.
2. The parties agree that in order to provide services to the public, flexibility to have the Early Intervention Program staff currently located at 835 Portage Avenue, deliver programs beyond the normal 4:30 p.m. closing time is required based on a mutually agreed to schedule.
3. The parties agree that work shifts will be established and defined as follows:
 - (a) Morning shift where staff will start no earlier than 8:30 a.m. and end no later than 4:30 p.m.
 - (b) Evening shift where staff will start no earlier than 12:30 p.m. and end no later than 8:30 p.m.
 - (c) The evening shifts will only apply Monday to Thursday during a work week.
4. The parties agree that volunteer staff will work a maximum of two (2) evening shifts per week based on the schedule developed.

5. The Employer will develop and post the employee schedule at least thirty (30) days in advance of the start of the schedule, unless agreed to by the parties, that a shorter or longer time frame was required.

Signed this 26th day of January, 2023.



On behalf of Board of Directors of
Child and Family All Nations Coordinated
Response Network Inc.



On behalf of Manitoba Government
and General Employees' Union

Memorandum of Agreement #8

between

Board of Directors of Child and Family

All Nations Coordinated Response Network Inc.

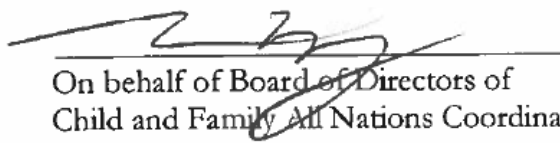
and

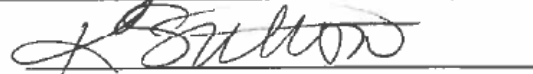
Manitoba Government and General Employees' Union

Re: Early Intervention Cultural Camp

1. The parties agree that providing **cultural** service to ANCR clients is an important element of service delivery.
2. In order to provide **cultural camp experience** staff may be required to work outside the 8:30 a.m. to 4:30 p.m. hours of work.
3. **While employees are providing direct service to clients they will be compensated in accordance with pay (Article 15) and overtime (Article 18).**
4. **Stand-by will be paid for employees present but not providing direct service between the hours of 10:30 pm and 8:30 am in accordance with Article 21.**

Signed this 26th day of January, 2023.


On behalf of Board of Directors of
Child and Family All Nations Coordinated
Response Network Inc.


On behalf of Manitoba Government
and General Employees' Union

Memorandum of Agreement #9

between

Board of Directors of Child and Family

All Nations Coordinated Response Network Inc.


and

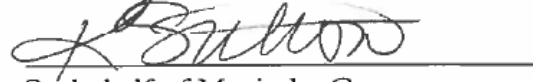
Manitoba Government and General Employees' Union

Re: Mileage and Expense Claim Frequency

No claims for mileage and expenses will be processed after June 30 from the previous fiscal year.

Signed this 26th day of January, 2023.


On behalf of Board of Directors of
Child and Family All Nations Coordinated
Response Network Inc.


On behalf of Manitoba Government
and General Employees' Union

Memorandum of Agreement #10

between

Board of Directors of Child and Family

All Nations Coordinated Response Network Inc.

and

Manitoba Government and General Employees' Union

Re: After Hours Program (AHP) Supervisor Stand-by

The After Hours Program provides a range of emergency response services outside the Employer's regular hours of work.


AHP Supervisors are on-site at ANCR from 3:00 pm to 1:00 am Monday to Friday, 12:00 pm to 10:00 pm Saturday and statutory holidays, and 8:00 am to 1:00 am on Sunday. AHP workers are n-site 4:30 pm to 8:30 am Monday to Friday and 24 hours a day on Saturday, Sunday and statutory holidays.

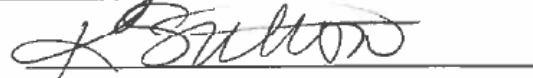
ANCR requires a supervisor to be on stand-by during the times there is no AHP supervisor on site. Stand-by hours are Sunday to Friday, 12:30 am to 8:30 am and Saturday and statutory holidays, 12:30 am to 12:30 pm.

1. The stand-by period is for one week from Friday at 4:30 pm to the next Friday at 8:30 am.
2. Employees who are on-call during the hours above shall be entitled to payment of \$150 per every eight (8) hour period and \$225 for every twelve (12) hour period. If an employee is on stand-by on a statutory holiday, compensation will be \$225 for an eight (8) hour period and \$300 for a twelve (12) hour period.
3. AHP stand-by supervisors who are called out during an on-call period will be compensated in accordance with Article 18:06 of the ANCR Collective Agreement.

4. All ANCR supervisors are required to be on stand-by for the AHP two times per year. The remaining weeks will be filled on a volunteer basis and will be open to casual AHP supervisors.
5. The schedule will run for the calendar year. The calendar will be completed by December 1st for the following year.
6. Stand-by weeks will be selected by ANCR supervisors in order of seniority.
7. The AHP supervisor scheduled to work at 12:00 pm on Saturday (and statutory holidays) will be on stand-by from 10:00 pm to 12:30 am and will be compensated as per Article 22.

Signed this 26th day of January, 2023.


On behalf of Board of Directors of
Child and Family All Nations Coordinated
Response Network Inc.


On behalf of Manitoba Government
and General Employees' Union

Letter of Intent

between

**Board of Directors of Child and Family
All Nations Coordinated Response Network Inc.**

and

Manitoba Government and General Employees' Union


Re: Civil Liability for individuals formerly employed with ANCR who have resigned or retired

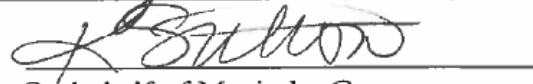
The following shall be applicable to individuals formerly employed with ANCR who have resigned or retired:

If an action or proceeding is brought against the employee for an alleged tort committed by that employee in the performance of his or her duties during the term of his or her employment by ANCR, the Civil Liability provisions of the Collective Agreement apply, **provided the conduct of the employee which gave rise to the action did not constitute gross negligence of the employee's duty as an employee.**

The process set out in those provisions shall apply.

Signed this 26th day of January, 2023.


On behalf of Board of Directors of
Child and Family All Nations Coordinated
Response Network Inc.


On behalf of Manitoba Government
and General Employees' Union

Salary Schedules

Effective March 30, 2019 to March 27, 2020 (1.40%)

	Step 1	Step 2	Step 3	Step 4	Step 5	Step 6	Step 7	Step 8	Step 9	Step 10
Administrative Officer	49,665	51,056	52,571	54,295	56,267	58,344				
AO1	1,903.81	1,957.13	2,015.23	2,081.30	2,156.91	2,236.50				
	26.26	26.99	27.80	28.71	29.75	30.85				
Administrative Officer 2	55,250	57,326	59,278	61,499	63,804	66,212				
AO2	2,117.90	2,197.50	2,272.31	2,357.47	2,445.82	2,538.14				
	29.21	30.31	31.34	32.52	33.74	35.01				
Administrative Officer 3	58,323	60,420	62,621	64,946	67,542	70,158	72,815			
XO3	2,235.70	2,316.09	2,400.45	2,489.59	2,589.09	2,689.37	2,791.24			
	30.84	31.95	33.11	34.34	35.71	37.09	38.50			
Financial Officer 4	66,130	68,663	71,216	73,916	76,885	79,833				
FI4	2,534.96	2,632.06	2,729.96	2,833.43	2,947.24	3,060.26				
	34.96	36.30	37.65	39.08	40.65	42.21				
Information Technologist 2	61,853	64,136	66,462	68,953	71,486	74,310	77,154	80,082		
IS2	2,371.01	2,458.55	2,547.70	2,643.20	2,740.30	2,848.55	2,957.58	3,069.81		
	32.70	33.91	35.14	36.46	37.80	39.29	40.79	42.34		

Information Technologist 3	67,645	70,220	73,064	75,784	78,587	81,619	84,837	88,117
IS3	2,593.06	2,691.75	2,800.79	2,905.06	3,012.50	3,128.71	3,252.07	3,377.83
	35.77	37.13	38.63	40.07	41.55	43.15	44.86	46.59
Accounting Clerk 2	49,499	50,994	52,343	53,755	55,271	56,911		
AK2	1,897.44	1,954.75	2,006.48	2,060.60	2,118.70	2,181.58		
	26.17	26.96	27.68	28.42	29.22	30.09		
Administrative Secretary 2	36,646	37,435	38,370	39,325	40,529	41,546		
AY2	1,404.78	1,435.02	1,470.84	1,507.44	1,553.61	1,592.61		
	19.38	19.79	20.29	20.79	21.43	21.97		
Administrative Secretary 3	41,837	42,937	44,142	45,367	46,550	47,817		
AY3	1,603.75	1,645.93	1,692.09	1,739.05	1,784.42	1,832.97		
	22.12	22.70	23.34	23.99	24.61	25.28		
Administrative Secretary 4	46,945	48,191	49,374	50,640	52,094	53,485		
AY4	1,799.55	1,847.30	1,892.66	1,941.21	1,996.93	2,050.26		
	24.82	25.48	26.11	26.78	27.54	28.28		
Clerk 2	34,508	35,380	36,252	37,290	38,245	39,325		
CL2	1,322.79	1,356.23	1,389.66	1,429.45	1,466.06	1,507.44		
	18.25	18.71	19.17	19.72	20.22	20.79		

Clerk 3	41,920	43,000	44,183	45,429	46,633	48,066		
CL3	1,606.94	1,648.32	1,693.68	1,741.44	1,787.60	1,842.52		
	22.16	22.74	23.36	24.02	24.66	25.41		
Clerk 4	49,229	50,391	51,741	53,070	54,585	56,060		
CL4	1,887.09	1,931.66	1,983.39	2,034.34	2,092.44	2,148.95		
	26.03	26.64	27.36	28.06	28.86	29.64		
Clerk 5	49,665	51,056	52,571	54,191	55,893	57,596		
CL5	1,903.81	1,957.13	2,015.23	2,077.31	2,142.58	2,207.84		
	26.26	26.99	27.80	28.65	29.55	30.45		
Planning Program Analyst 3	66,420	68,850	71,424	74,206	77,154	80,124	83,467	
PM3	2,546.10	2,639.23	2,737.92	2,844.56	2,957.58	3,071.41	3,199.55	
	35.12	36.40	37.76	39.24	40.79	42.36	44.13	
Social Services Worker 2	47,360	49,042	50,682	52,488	54,336	56,309		
SP2	1,815.47	1,879.93	1,942.80	2,012.05	2,082.89	2,158.50		
	25.04	25.93	26.80	27.75	28.73	29.77		
Social Services Worker 3	51,658	53,568	55,374	57,430	59,589	61,831	64,012	66,545
SP3	1,980.21	2,053.44	2,122.68	2,201.48	2,284.25	2,370.20	2,453.78	2,550.88
	27.31	28.32	29.28	30.37	31.51	32.69	33.85	35.18

**Social Services
Worker 4**

56,994	59,049	61,105	63,347	65,652	67,998	70,531	73,376	76,158	79,023
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SP4

2,184.76	2,263.55	2,342.35	2,428.31	2,516.66	2,606.59	2,703.69	2,812.73	2,919.39	3,029.21
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30.13	31.22	32.31	33.49	34.71	35.95	37.29	38.80	40.27	41.78
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**Social Services
Worker 5**

65,797	68,227	71,134	73,646	76,553	79,480	82,678	85,854	89,321
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SP5

2,522.22	2,615.35	2,726.78	2,823.08	2,934.51	3,046.73	3,169.30	3,291.07	3,423.98
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34.79	36.07	37.61	38.94	40.48	42.02	43.71	45.39	47.23
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Effective March 28, 2020 to March 26, 2021 (0.50%)

	Step 1	Step 2	Step 3	Step 4	Step 5	Step 6	Step 7	Step 8	Step 9	Step 10
Administrative Officer	49,913	51,311	52,834	54,566	56,549	58,635				
AO1	1,913.33	1,966.92	2,025.31	2,091.71	2,167.69	2,247.68				
	26.39	27.13	27.94	28.85	29.90	31.00				
Administrative Officer 2	55,526	57,613	59,574	61,807	64,123	66,544				
AO2	2,128.49	2,208.49	2,283.67	2,369.26	2,458.05	2,550.83				
	29.36	30.46	31.50	32.68	33.90	35.18				
Administrative Officer 3	58,614	60,722	62,934	65,271	67,879	70,508	73,179			
XO3	2,246.88	2,327.67	2,412.45	2,502.04	2,602.04	2,702.82	2,805.20			
	30.99	32.11	33.28	34.51	35.89	37.28	38.69			
Financial Officer 4	66,460	69,006	71,573	74,285	77,269	80,232				
FI4	2,547.63	2,645.22	2,743.61	2,847.60	2,961.98	3,075.56				
	35.14	36.49	37.84	39.28	40.85	42.42				
Information Technologist 2	62,162	64,457	66,794	69,298	71,844	74,682	77,540	80,483		
IS2	2,382.87	2,470.84	2,560.44	2,656.42	2,754.00	2,862.79	2,972.37	3,085.16		
	32.87	34.08	35.32	36.64	37.99	39.49	41.00	42.55		

Information Technologist 3	67,984	70,571	73,429	76,163	78,980	82,027	85,261	88,558
IS3	2,606.03	2,705.21	2,814.79	2,919.59	3,027.56	3,144.35	3,268.33	3,394.72
	35.95	37.31	38.82	40.27	41.76	43.37	45.08	46.82
Accounting Clerk 2	49,746	51,248	52,605	54,024	55,547	57,195		
AK2	1,906.93	1,964.52	2,016.51	2,070.90	2,129.29	2,192.49		
	26.30	27.10	27.81	28.56	29.37	30.24		
Administrative Secretary 2	36,830	37,623	38,562	39,521	40,732	41,754		
AY2	1,411.80	1,442.20	1,478.19	1,514.98	1,561.38	1,600.57		
	19.47	19.89	20.39	20.90	21.54	22.08		
Administrative Secretary 3	42,046	43,152	44,362	45,594	46,783	48,056		
AY3	1,611.77	1,654.16	1,700.55	1,747.75	1,793.34	1,842.13		
	22.23	22.82	23.46	24.11	24.74	25.41		
Administrative Secretary 4	47,180	48,432	49,621	50,894	52,354	53,753		
AY4	1,808.55	1,856.54	1,902.12	1,950.92	2,006.91	2,060.51		
	24.95	25.61	26.24	26.91	27.68	28.42		
Clerk 2	34,680	35,557	36,433	37,477	38,436	39,521		
CL2	1,329.40	1,363.01	1,396.61	1,436.60	1,473.39	1,514.98		
	18.34	18.80	19.26	19.82	20.32	20.90		

Clerk 3	42,130	43,215	44,404	45,656	46,866	48,306		
CL3	1,614.97	1,656.56	1,702.15	1,750.15	1,796.54	1,851.73		
	22.28	22.85	23.48	24.14	24.78	25.54		
Clerk 4	49,475	50,643	51,999	53,335	54,858	56,340		
CL4	1,896.53	1,941.32	1,993.31	2,044.51	2,102.90	2,159.69		
	26.16	26.78	27.49	28.20	29.01	29.79		
Clerk 5	49,913	51,311	52,834	54,462	56,173	57,884		
CL5	1,913.33	1,966.92	2,025.31	2,087.70	2,153.29	2,218.88		
	26.39	27.13	27.94	28.80	29.70	30.61		
Planning Program Analyst 3	66,752	69,194	71,781	74,577	77,540	80,525	83,884	
PM3	2,558.83	2,652.43	2,751.61	2,858.78	2,972.37	3,086.77	3,215.55	
	35.29	36.59	37.95	39.43	41.00	42.58	44.35	
Social Services Worker 2	47,597	49,287	50,935	52,751	54,608	56,590		
SP2	1,824.55	1,889.33	1,952.51	2,022.11	2,093.30	2,169.29		
	25.17	26.06	26.93	27.89	28.87	29.92		
Social Services Worker 3	51,916	53,836	55,651	57,717	59,887	62,141	64,332	66,877
SP3	1,990.11	2,063.71	2,133.29	2,212.49	2,295.67	2,382.05	2,466.05	2,563.63
	27.45	28.46	29.42	30.52	31.66	32.86	34.01	35.36

**Social Services
Worker 4**

57,279	59,345	61,410	63,664	65,980	68,338	70,884	73,742	76,539	79,418
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SP4

2,195.68	2,274.87	2,354.06	2,440.45	2,529.24	2,619.62	2,717.21	2,826.79	2,933.99	3,044.36
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30.29	31.38	32.47	33.66	34.89	36.13	37.48	38.99	40.47	41.99
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**Social Services
Worker 5**

66,126	68,568	71,489	74,014	76,935	79,877	83,091	86,284	89,768
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SP5

2,534.83	2,628.43	2,740.41	2,837.20	2,949.18	3,061.96	3,185.15	3,307.53	3,441.10
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34.96	36.25	37.80	39.13	40.68	42.23	43.93	45.62	47.46
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Effective March 27, 2021 to March 25, 2022 (1.65%)

	Step 1	Step 2	Step 3	Step 4	Step 5	Step 6	Step 7	Step 8	Step 9	Step 10
Administrative Officer	50,737	52,158	53,706	55,467	57,482	59,603				
AO1	1,944.90	1,999.37	2,058.73	2,126.22	2,203.46	2,284.77				
	26.83	27.58	28.40	29.33	30.39	31.51				
Administrative Officer 2	56,442	58,563	60,557	62,827	65,181	67,642				
AO2	2,163.61	2,244.93	2,321.35	2,408.35	2,498.61	2,592.92				
	29.84	30.96	32.02	33.22	34.46	35.76				
Administrative Officer 3	59,581	61,724	63,972	66,348	68,999	71,672	74,387			
XO3	2,283.95	2,366.08	2,452.26	2,543.32	2,644.97	2,747.42	2,851.49			
	31.50	32.64	33.82	35.08	36.48	37.90	39.33			
Financial Officer 4	67,557	70,145	72,754	75,511	78,544	81,556				
FI4	2,589.67	2,688.87	2,788.88	2,894.59	3,010.85	3,126.31				
	35.72	37.09	38.47	39.93	41.53	43.12				
Information Technologist 2	63,188	65,520	67,896	70,441	73,029	75,914	78,820	81,811		
IS2	2,422.19	2,511.61	2,602.69	2,700.25	2,799.44	2,910.03	3,021.41	3,136.07		
	33.41	34.64	35.90	37.24	38.61	40.14	41.67	43.26		

Information Technologist 3	69,105	71,735	74,641	77,420	80,283	83,380	86,668	90,019
IS3	2,649.03	2,749.85	2,861.23	2,967.76	3,077.51	3,196.23	3,322.26	3,450.73
	36.54	37.93	39.47	40.93	42.45	44.09	45.82	47.60
Accounting Clerk 2	50,567	52,094	53,473	54,915	56,463	58,139		
AK2	1,938.39	1,996.93	2,049.78	2,105.07	2,164.42	2,228.67		
	26.74	27.54	28.27	29.04	29.85	30.74		
Administrative Secretary 2	37,437	38,244	39,198	40,173	41,404	42,443		
AY2	1,435.09	1,466.00	1,502.58	1,539.98	1,587.14	1,626.98		
	19.79	20.22	20.73	21.24	21.89	22.44		
Administrative Secretary 3	42,740	43,864	45,094	46,346	47,555	48,849		
AY3	1,638.36	1,681.45	1,728.61	1,776.59	1,822.93	1,872.53		
	22.60	23.19	23.84	24.50	25.14	25.83		
Administrative Secretary 4	47,958	49,231	50,439	51,733	53,218	54,639		
AY4	1,838.39	1,887.17	1,933.50	1,983.11	2,040.02	2,094.51		
	25.36	26.03	26.67	27.35	28.14	28.89		
Clerk 2	35,252	36,144	37,034	38,095	39,070	40,173		
CL2	1,351.34	1,385.50	1,419.65	1,460.30	1,497.70	1,539.98		
	18.64	19.11	19.58	20.14	20.66	21.24		

Clerk 3	42,825	43,928	45,137	46,410	47,640	49,103		
CL3	1,641.62	1,683.89	1,730.24	1,779.03	1,826.18	1,882.28		
	22.64	23.23	23.87	24.54	25.19	25.96		
Clerk 4	50,291	51,479	52,857	54,215	55,764	57,269		
CL4	1,927.82	1,973.35	2,026.20	2,078.24	2,137.60	2,195.32		
	26.59	27.22	27.95	28.67	29.48	30.28		
Clerk 5	50,737	52,158	53,706	55,361	57,100	58,839		
CL5	1,944.90	1,999.37	2,058.73	2,122.15	2,188.82	2,255.49		
	26.83	27.58	28.40	29.27	30.19	31.11		
Planning Program Analyst 3	67,854	70,336	72,966	75,808	78,820	81,853	85,268	
PM3	2,601.05	2,696.20	2,797.01	2,905.95	3,021.41	3,137.70	3,268.61	
	35.88	37.19	38.58	40.08	41.67	43.28	45.08	
Social Services Worker 2	48,383	50,100	51,776	53,621	55,509	57,524		
SP2	1,854.66	1,920.50	1,984.73	2,055.47	2,127.84	2,205.08		
	25.58	26.49	27.38	28.35	29.35	30.41		
Social Services Worker 3	52,773	54,724	56,569	58,670	60,875	63,166	65,393	67,981
SP3	2,022.95	2,097.76	2,168.49	2,249.00	2,333.55	2,421.35	2,506.74	2,605.93
	27.90	28.93	29.91	31.02	32.19	33.40	34.58	35.94

Social Services Worker 4	58,224	60,324	62,424	64,715	67,069	69,466	72,053	74,959	77,802	80,729
SP4	2,231.91	2,312.41	2,392.90	2,480.72	2,570.97	2,662.84	2,762.04	2,873.43	2,982.40	3,094.59
	30.78	31.90	33.01	34.22	35.46	36.73	38.10	39.63	41.14	42.68
Social Services Worker 5	67,217	69,699	72,669	75,235	78,205	81,195	84,462	87,707	91,249	
SP5	2,576.65	2,671.80	2,785.63	2,884.01	2,997.84	3,112.48	3,237.70	3,362.10	3,497.88	
	35.54	36.85	38.42	39.78	41.35	42.93	44.66	46.37	48.25	

Effective March 26, 2022 to March 24, 2023 (2.00%)

	Step 1	Step 2	Step 3	Step 4	Step 5	Step 6	Step 7	Step 8	Step 9	Step 10
Administrative Officer	51,751	53,201	54,780	56,576	58,631	60,795				
AO1	1,983.80	2,039.36	2,099.90	2,168.74	2,247.53	2,330.47				
	27.36	28.13	28.96	29.91	31.00	32.14				
Administrative Officer 2	57,571	59,735	61,768	64,083	66,485	68,994				
AO2	2,206.88	2,289.83	2,367.78	2,456.52	2,548.58	2,644.78				
	30.44	31.58	32.66	33.88	35.15	36.48				
Administrative Officer 3	60,773	62,958	65,252	67,675	70,379	73,105	75,875			
XO3	2,329.63	2,413.40	2,501.31	2,594.19	2,697.87	2,802.37	2,908.52			
	32.13	33.29	34.50	35.78	37.21	38.65	40.12			
Financial Officer 4	68,908	71,548	74,209	77,021	80,115	83,187				
FI4	2,641.46	2,742.65	2,844.66	2,952.48	3,071.07	3,188.84				
	36.43	37.83	39.24	40.72	42.36	43.98				
Information Technologist 2	64,451	66,831	69,254	71,850	74,490	77,432	80,396	83,447		
IS2	2,470.63	2,561.84	2,654.74	2,754.26	2,855.43	2,968.23	3,081.84	3,198.79		
	34.08	35.34	36.62	37.99	39.39	40.94	42.51	44.12		

Information Technologist 3	70,487	73,170	76,134	78,968	81,889	85,048	88,401	91,819
IS3	2,702.01	2,804.85	2,918.45	3,027.12	3,139.06	3,260.15	3,388.71	3,519.74
	37.27	38.69	40.25	41.75	43.30	44.97	46.74	48.55
Accounting Clerk 2	51,578	53,136	54,542	56,013	57,593	59,302		
AK2	1,977.16	2,036.87	2,090.78	2,147.17	2,207.71	2,273.24		
	27.27	28.09	28.84	29.62	30.45	31.36		
Administrative Secretary 2	38,186	39,008	39,982	40,977	42,232	43,292		
AY2	1,463.79	1,495.32	1,532.63	1,570.78	1,618.88	1,659.52		
	20.19	20.63	21.14	21.67	22.33	22.89		
Administrative Secretary 3	43,595	44,741	45,996	47,273	48,506	49,826		
AY3	1,671.13	1,715.08	1,763.18	1,812.12	1,859.39	1,909.98		
	23.05	23.66	24.32	24.99	25.65	26.34		
Administrative Secretary 4	48,917	50,215	51,448	52,768	54,282	55,732		
AY4	1,875.16	1,924.91	1,972.17	2,022.77	2,080.82	2,136.40		
	25.86	26.55	27.20	27.90	28.70	29.47		
Clerk 2	35,958	36,866	37,775	38,857	39,852	40,977		
CL2	1,378.37	1,413.21	1,448.04	1,489.51	1,527.65	1,570.78		
	19.01	19.49	19.97	20.54	21.07	21.67		

Clerk 3	43,681	44,806	46,039	47,338	48,592	50,085		
CL3	1,674.45	1,717.57	1,764.84	1,814.61	1,862.70	1,919.93		
	23.10	23.69	24.34	25.03	25.69	26.48		
Clerk 4	51,297	52,508	53,915	55,299	56,879	58,415		
CL4	1,966.38	2,012.82	2,066.72	2,119.80	2,180.35	2,239.23		
	27.12	27.76	28.51	29.24	30.07	30.89		
Clerk 5	51,751	53,201	54,780	56,468	58,242	60,016		
CL5	1,983.80	2,039.36	2,099.90	2,164.59	2,232.60	2,300.60		
	27.36	28.13	28.96	29.86	30.79	31.73		
Planning Program Analyst 3	69,211	71,742	74,425	77,324	80,396	83,490	86,974	
PM3	2,653.07	2,750.12	2,852.95	2,964.07	3,081.84	3,200.45	3,333.98	
	36.59	37.93	39.35	40.88	42.51	44.14	45.99	
Social Services Worker 2	49,350	51,102	52,811	54,693	56,619	58,674		
SP2	1,891.75	1,958.91	2,024.42	2,096.58	2,170.40	2,249.18		
	26.09	27.02	27.92	28.92	29.94	31.02		
Social Services Worker 3	53,828	55,819	57,701	59,843	62,093	64,429	66,701	69,341
SP3	2,063.41	2,139.72	2,211.86	2,293.98	2,380.22	2,469.78	2,556.87	2,658.05
	28.46	29.51	30.51	31.64	32.83	34.07	35.27	36.66

**Social Services
Worker 4**

59,388	61,530	63,672	66,009	68,410	70,855	73,494	76,458	79,358	82,343
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SP4

2,276.55	2,358.66	2,440.76	2,530.33	2,622.39	2,716.10	2,817.28	2,930.90	3,042.05	3,156.48
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31.40	32.53	33.67	34.90	36.17	37.46	38.86	40.43	41.96	43.54
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**Social Services
Worker 5**

68,561	71,093	74,122	76,740	79,769	82,819	86,151	89,461	93,074
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SP5

2,628.18	2,725.24	2,841.34	2,941.69	3,057.80	3,174.73	3,302.45	3,429.34	3,567.84
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36.25	37.59	39.19	40.58	42.18	43.79	45.55	47.30	49.21
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