

Collective Agreement

between

Child and Family Services of Western Manitoba

and

The Manitoba Government and General Employees' Union

Local 211

April 1, 2019 - March 31, 2023

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*All changes appear in **bold**.

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*All changes are in **bold**.

This Agreement signed this 8th day of November, 2022.

between

Child and Family Services of Western Manitoba

(hereinafter referred to as the “Employer”)

of the first part

and

The Manitoba Government and General Employees’ Union

(for employees at 18 Cypress Boulevard and 725-7th Street)

(hereinafter referred to as the “Union”)

of the second part

Witnesseth

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

Article 1 Definitions

1:01 “Employee” means a person employed by the Employer within the scope of this Agreement.

- (a) “Casual Employee” means a person other than a full-time or part-time employee who is employed on an irregular or unscheduled basis. A casual employee is not included in this Agreement. Casual employees

shall not be used to create redundancy of or displace positions in the bargaining unit.

- (b) “Part-time Employee” means an employee who on a regular and recurring basis is scheduled to work fewer than the full prescribed hours of work specified in the Hours of Work Article.
- (c) “Full-time Employee” means an employee who regularly and recurrently works the full prescribed hours of work specified in the Hours of Work Article.
- (d) “Term Employee” means a full-time or part-time employee hired for a specific period of time not to exceed one year; all terms will be specified as being from a known date to a known date at the time of hiring.
- (e) “Grant Employee” means a person who is hired to work on a specific project until completion of that project or for a specific period of time as determined by the grant from a third party. Grant monies shall not be used to displace employees covered by this Agreement nor shall such monies be used to create redundancy of positions in the bargaining unit. A grant employee is not included in this Agreement.

- 1:02** “Position” means a position of employment with the Employer which is in the bargaining unit.
- 1:03** “Promotion” means a change from one classification to another classification which has a higher maximum rate of pay.
- 1:04** “Demotion” means a change from one classification to another classification which has a lower maximum rate of pay.
- 1:05** Where the singular or masculine expression(s) is used in this Agreement, the same shall be construed to mean the plural or feminine or the neuter gender where the context so admits, or requires, and the converse shall hold as applicable.

- 1:06** “Layoff” is defined as a reduction in the work force or a reduction in an employee(s) regular hours of work.
- 1:07** “Steward” means an employee elected or appointed by the Union who is authorized to represent the Union, an employee, or both.
- 1:08** “Day of Rest” means where a full time employee works on a day in which **they are** not regularly scheduled to work.

Article 2 Application of Agreement

- 2:01** This Agreement applies to all employees of the Employer employed at 18 Cypress Blvd. and 725-7th Street except for casual and grant employees.

Article 3 Recognition

- 3:01** The Employer recognizes the Union as the sole and exclusive bargaining agent for all employees as defined in this Agreement and as such rights have been given under Manitoba Labour Board Certificate No. MLB-4982.

Article 4 Management Rights

- 4:01** All the functions rights, personnel pay practices, powers and authority which the Employer has not specifically abridged, delegated or modified by this Agreement are recognized by the Union as being retained exclusively by the Employer including, without limiting the generality of the foregoing, the right to make, enforce and revise from time to time rules, regulations, practices, procedures and policies to be observed by the employees.
- 4:02** During the term of or prior to the termination of this Agreement, the parties shall meet at least once every two (2) months for the purpose of discussing issues relating to the workplace which affect the parties hereto or any employee bound hereby.
- 4:03** In administering this Agreement, the Employer shall act reasonably, fairly and in good faith, and in a manner consistent with the Agreement as a whole.

Article 5 Union Dues

- 5:01** During the term of this Agreement, employees covered by this Agreement, whether members of the Union or not, shall pay to the Union, by payroll deduction, the bi-weekly membership dues determined by the Union. For new employees, the payroll deduction of the amount as set out above shall become effective on the first day of the full bi-weekly pay period following the date of employment.
- 5:02** The Employer shall remit the amounts deducted under Section 5:01 monthly to the Union's Central office (M.G.E.U. 601-275 Broadway, Winnipeg, MB R3C 4M6). The Employer shall inform the Union monthly of the names of the employees from whose wages deductions have been made under Section 5:01 and the amount so deducted from each employee's wage.
- 5:03** The Union agrees to indemnify and save the Employer harmless against any claim or liability arising out of the application of this Article except for any claim or liability arising out of an error committed by the Employer.
- 5:04** The Employer shall advise the Union monthly of all employees who are hired on, laid off, resigned or retired.

Article 6 Union Business

- 6:01** Leave of absence to attend to Union business may be granted to employees under the following conditions:
- (a) Request for such leave shall be made in writing by the Union with at least seven (7) calendar days advance notice and shall be granted only where operational requirements permit. Where special or unusual circumstances prevent compliance with the seven (7) calendar days' notice the request shall be considered and not unreasonably denied.
 - (b) An employee requesting time off for Union business will be provided with a letter of request from the Union which is to be submitted to the

employee's immediate supervisor for approval by the Supervisor of Resource Development and Group Care.

- (c) Where such leaves of absence have been granted, the Union shall reimburse the Employer one hundred percent (100%) of the wages paid to such employee(s) during the approved absence(s).

6:02 For time spent during regularly scheduled hours of work with the Employer during negotiations to revise and renew this Agreement, the Union may designate one (1) person who shall attend each bargaining session on a time-off with pay basis as part of the Union's Bargaining Committee.

Any other employees attending to the table with the Union shall be paid wage recovery as per 6:01 (c) above.

6:03 The Union representative(s) upon prior request to the Employer, shall have access to the employee's workplace at a mutually agreed upon time in order to investigate and assist in the settlement of a grievance and/or to attend to other business of the Union.

6:04 Employees elected by the local (Stewards, Officers, etc.) and who attend meetings, other than for negotiations, with the Employer, during their regularly scheduled hours of work, shall be paid their normal wages while attending such meetings.

6:05 The Employer agrees to allow the Union' the use of reasonable space on a bulletin board for the purpose of posting Union information, providing such information does not contain anything that is adverse to the interest of the Employer.

6:06 The Staff Representative or **their** designate shall have up to 15 minutes, at a time mutually agreeable with the Employer, to acquaint new employees falling within the scope of this Agreement with the fact that a Union Agreement is in effect and to indicate the general conditions and obligations as they relate to employees.

Article 7 Rights of Stewards

- 7:01** The Employer recognizes the Union's right to select Stewards to represent employees.
- 7:02** The Union will provide the Employer with a list of Stewards and any subsequent changes. The Union will provide appropriate identification for Stewards.
- 7:03** Stewards and employees will not conduct Union business during their working time.
- 7:04** The duties of the Stewards shall be to investigate complaints of an urgent nature and to investigate and present grievances in accordance with the Grievance Procedure.
- 7:05** For complaints of an urgent nature, a Steward will first obtain permission of **their** immediate supervisor before leaving **their** work to investigate the complaint with the employee and supervisor(s) concerned. Such permission shall not be unreasonably sought or withheld. On resuming **their** normal duties, the Steward shall notify **their** supervisor.
- 7:06** When it is necessary for a Steward to investigate a complaint or grievance during working hours, no deduction in pay shall be made from the Steward or employee concerned, provided that each has obtained approval from their supervisor(s) for the time required to deal with the complaint or grievance. On resuming their duties, the Steward and employee shall notify their supervisor(s).

Article 8 No Discrimination

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

8:02 Further the parties agree that there shall be no discrimination, harassment, coercion or interference based on membership or non-membership in the Union, or activities in the Union.

Article 9 Probation

9:01 Every employee shall be placed on probation for a period of six (6) consecutive months of service from the date on which employment commenced. Approved leaves of absence or illness shall not be considered as a break in the six (6) months probationary period.

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

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

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

Article 10 Pay and Classifications

10:01 Commencing with the pay period starting February 1, 1987, employees shall be paid on a bi-weekly basis on every second Friday or the closest preceding office work day if that Friday is a Holiday.

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

- 10:03** Where an employee is promoted from Residential Youth Care Worker I to II, **they** shall be paid at a rate of pay equivalent to what **they** would earn if **they** were being newly hired for a Residential Youth Care Worker II position.
- 10:04** Where an employee is promoted to a Unit Coordinator position and where the pay range permits, the employee shall be paid at a rate of pay in the pay schedule that is one increment higher than the employee's rate of pay in **their** former classification.
- 10:05** All part-time employees shall receive the wage rate, conditions of employment and prerequisites specified in this Agreement on a pro-rata basis according to their hours of work, unless specifically excluded.
- 10:06** "Classification" means a group of positions involving duties and responsibilities so similar that the same or like qualifications may reasonably be required for, and the same schedule or grade of pay can reasonably be applied to all positions in the group.
- 10:07** All classifications are to be listed in the Pay Plan as it will apply to employees and after being mutually agreed upon by both parties hereto shall be incorporated into and form part of this Agreement, and will be known as Schedule "A". The Employer will pay wages in accordance with Schedule "A" and on each pay day give each employee an itemized statement of **their** wages, overtime, other forms of pay, and all deductions - including Union dues.
- 10:08** The Employer will provide the Union with current class specifications for each classification listed in Appendix "A" and the specifications for any new classification(s) created.
- 10:09** During the life of this Agreement amendment to the pay plan resulting from the introduction of a new class or amendment in respect to positions to be excluded from the terms of this Agreement shall be determined through negotiations between the parties.

- 10:10** Where the responsibility and/or qualifications required for a position increase significantly, it may be reclassified. If no suitable classification exists, the parties shall meet, to negotiate a mutually satisfactory resolution, within thirty (30) days of the position being amended. Any dispute as to whether a new or revised classification falls within the bargaining unit may be referred to the Manitoba Labour Board for determination. The foregoing is not operable during the last six (6) months of this Agreement, due to the proximity of negotiations. The application of this clause shall not be deemed to constitute a reopening of this Agreement.
- 10:11** Where an employee is demoted except for just cause, **they** shall continue to receive the wages and benefits **they** received on the date of **their** demotion until such time as the wages and benefits of the classification and step to which **they were** demoted, equal and/or exceed **their** former wages and benefits. **They** shall then progress in the new scale in the normal manner.
- 10:12** The Employer will provide the Union with a copy of current job descriptions for the RYCWI, RYCWI and Unit Coordinator positions within ninety (90) days of signing this agreement.

Article 11 Merit Increases

- 11:01** A full-time employee who is not at the maximum rate of pay of **their** classification is eligible to be granted one merit increment in **their** pay scale upon satisfactory completion of one year's accumulated service in **their** classification since the employee's last increment or since the employee's start of employment.
- 11:02** (a) A part-time employee, who works one-half time or more, who is not at the maximum salary for **their** classification is eligible to be granted one (1) merit increment on **their** pay scale upon satisfactory completion of one calendar year's work in **their** classification since the employee's last increment or since the employee's start of employment.

(b) A part-time employee who works less than one-half time, who is not at the maximum salary for **their** classification is eligible to be granted one (1) merit increment on **their** pay scale upon satisfactory completion of 2080 paid hours of work in **their** classification since the employee's last increment or since the employee's start of employment.

11:03 As of February 1, 1987, the effective date for an employee's merit increase shall be the first day of the bi-weekly pay period which includes the employee's anniversary date. The anniversary date is the first day of the month in which the employee completes a full month of service in that classification. An employee must be in the classification on the employee's anniversary date in order that the merit increase shall take effect at the beginning of the bi-weekly period that includes the said anniversary date.

11:04 Where for any reason(s) the Employer withholds an employee's merit increase on the date **they** become eligible, the employee shall be given written notice stating the reason(s) for which the merit increase is being withheld.

11:05 If subsequent to a merit increase being withheld, the reason(s) for withholding the increase are remedied, the increment may be granted no earlier than ninety (90) days but not after one hundred and eighty (180) days from the date it was withheld.

11:06 Should an employee not be granted a merit increase in recognition of satisfactory work performance as mentioned herein, the employee can grieve the matter in accordance with the Grievance Procedure.

Article 12 Performance Appraisal

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

employee shall receive a copy of the assessment when all appropriate parties have signed the report.

Article 13 Disciplinary Action

13:01 Where a person having supervisory authority over an employee believes that disciplinary action of that employee is necessary for just cause **they** may:

- (a) Orally reprimand the employee; or
- (b) In writing reprimand the employee; or
- (c) Recommend to the Program Director that the employee be suspended with or without pay; or
- (d) Recommend, through the Program Director to the Chief Executive Officer, that the employee be dismissed.

13:02 In the case of an oral reprimand, it is agreed that Union representation will not be present. Prior to any meeting where discipline, other than oral reprimand, is to be initiated by the Employer, the employee shall be advised in advance of the meeting's intent and given ample time to have Union representation present if **they** choose.

13:03 Where disciplinary action other than an oral reprimand has been taken, a written report shall be shown to the employee, outlining the circumstances and actions of the employee which made disciplinary action necessary and **they** shall sign the report indicating that **they have** read it. Upon signing the employee shall receive a copy of the report.

Article 14 Resignations and Abandonment of Position

14:01 An employee who decides to resign shall provide written notice of resignation at least one-half ($\frac{1}{2}$) month in advance of the date which the resignation is to be effective. During the period of such notice the employee is entitled to all terms, conditions and benefits under the Agreement. A shorter period of notice may only be given with the consent of the Employer. **Employees are**

prohibited from utilizing sick leave, vacation and/or banked time as notice.

- 14:02** An employee may withdraw **their** notice of resignation up to the time that **their** replacement is assigned or hired and as a result the resignation shall be deemed to have not taken place.
- 14:03** Where an employee is absent without leave for a period of two (2) weeks, the employee shall be considered to have abandoned **their** position and shall be deemed to have resigned without notice on the last day on which the employee was present at work and performed **their** regular duties.

Article 15 Hours of Work

- 15:01** The regular hours of work for Residential Youth Care Workers shall be forty (40) hours per week at eight (8) consecutive hours per day, inclusive of lunch period and two fifteen (15) minutes coffee breaks to be taken at the workplace in accordance with the practice and policy at each House.
- 15:02** The number of daily and weekly hours as described in 16:01 may only be varied by the mutual consent of the parties hereto “Scheduled” or “regularly scheduled” means hours or days of work as agreed per this clause and as posted per 16:07.
- 15:03** Hours of work for Unit Coordinators may be flexed, as mutually agreed, to fully discharge their professional responsibilities to the Employer as determined by the assigned workload.
- 15:04** Once shift schedules are agreed per 16:02 they shall be written up in a Memorandum of Agreement between the parties hereto, thus constituting a legal variance to the hours of work and will be attached to the Agreement.
- 15:05** An employee shall not be scheduled to work more than twenty (20) days in a four (4) week period.
- 15:06** Employees may exchange shifts, provided the Employer approves and no extra costs are incurred.

15:07 A four (4) week schedule for each employee shall be posted at each House at least two (2) weeks in advance of commencement.

Article 16 Overtime

16:01 Employees can be required to work overtime by the Employer.

16:02 A full-time Residential Youth Care Worker or Unit Coordinator who is required by the Employer to work in excess of **their** regularly scheduled hours shall be compensated for such additional time at the rate of time and one-half (1 ½ x) **their** regular rate of pay for the first four (4) hours of overtime worked per day and at the rate of double **their** regular rate of pay for each additional hour of overtime-worked per day.

16:03 Part-time Residential Youth Care Workers shall be eligible for overtime compensation for additional hours worked when:

(a) The employee is required to work in excess of forty (40) hours in a week,
or

(b) The employee is required to work in excess of **their** regularly scheduled shift provided that not less than eight (8) hours are worked by the employee inclusive of regular scheduled hours and overtime hours.

(i.e. if an employee is regularly scheduled to work five [5] hours but works three [3] additional hours the extra three [3] hours would be compensated at straight time. If the employee works in excess of an eight [8] hour shift, when regularly scheduled to work five [5] hours, then any amount over the eight [8] hour period would be compensated at time and one-half [1 ½ x].)

(i.e. if any employee is scheduled to work twelve [12] hours and works thirteen [13] hours, the employee is eligible for compensation at time and one-half [1 ½ x] for the one [1] hour.)

- 16:04** An employee who works on **their** day of rest shall be compensated at double-time (2 x) for all time worked. A part-time employee who works overtime on a day of rest shall be paid double time (2 x) for all overtime worked.
- 16:05** At the Employee's option, overtime shall be compensated by paying the employee for all authorized time worked, or by granting the equivalent time off in lieu of payment, or a combination of the two. Any time banked will have to be used or paid out by the end of the fiscal year, unless authorized by the Chief Executive Officer. The maximum banked time an employee can accumulate in the bank cannot exceed forty (40) hours.
- 16:06** Where the Employer has opted to grant time off in lieu of overtime payment, such time off shall be granted at a time mutually agreeable to the employee and the Employer. Where mutual agreement has not been reached within thirty (30) days of the overtime being worked, the employee shall receive payment. When payment is made, it shall be at the rate of pay in effect for the employee at the time when the overtime was worked.
- 16:07** An employee who has already left the premises of the Employer after the end of **their** scheduled shift and who is recalled for emergency work shall be paid one and one-half times (1 ½ x) **their** regular rate of pay for such hours worked on recall up to the starting time of **their** regular shift, but in any event, not less than two (2) hours at one and one-half times (1 ½ x) **their** regular rate of pay.
- 16:08** Notwithstanding any other provisions of this Agreement, effective June 24, 1985, where an employee requests to participate in a camping trip and the Employer agrees or where an employee is requested to participate in overnight camping trips with the residents, that one twenty-four (24) hours period will be deemed to be sixteen (16) hours at straight time for the purposes of calculation of hours worked and remuneration.

Article 17 Seniority

- 17:01** An employee shall accumulate seniority commencing from **their** last starting date of employment with the Employer based on the total number of regular hours **they have** worked.
- 17:02** An employee shall retain but shall not accrue seniority if:
- (a) **They are** absent because of illness or injury over six (6) months, or
 - (b) **They are** promoted outside of the bargaining unit and **have not** completed **their** trial period, or
 - (c) **They are** laid off for less than one (1) year, or
 - (d) **They are** on a leave of absence in excess of thirty (30) days but less than one (1) year.
- 17:03** An employee shall lose **their** seniority only in the event:
- (a) **They are** discharged and not reinstated.
 - (b) **They** voluntarily resign or otherwise abandons **their** position.
 - (c) **They are** laid off for a period longer than one (1) year.
 - (d) **They** fail to report for duty after notification to do so following a layoff.
 - (e) **They are** retired.
 - (f) **They are** promoted out of the bargaining unit and **they have** completed the trial period.
 - (g) **They are** on leave of absence longer than one (1) year.
- 17:04** The Employer agrees to provide to the Union in writing on March 31st, of each year, a seniority list showing the names of the employee, **their** classification, **their** length of employment (total hours), and date of last hiring.

17:05 In Article 19 - Layoffs and Article 20 - Bulletins, where seniority is a determining factor, only seniority within the bargaining unit will be used.

Article 18 Layoffs

18:01 Subject to the employee being able or willing to perform the available duties, employees shall be laid off in reverse order of seniority.

18:02 Further, any employees so laid off shall be given the first opportunity for any casual employment provided they are capable of doing the available work.

18:03 Any employee can bump from one House to another House provided **they** **have** the ability and qualifications to do the job required of the other position. A full-time employee who has received a notice of layoff can bump a junior full-time employee, in the same classification or in a lower classification or if **they** happen to be the most junior **they** may bump a junior part-time employee. The “junior” employee who is bumped may bump another “junior” employee based on the same principle or be laid off. Any employee who chooses not to bump shall be laid off and placed on the re-employment list immediately.

18:04 An employee who, according to **their** seniority, is to be laid off shall receive in writing a notice of layoff or pay in lieu thereof at least one (1) month in advance of the date the layoff is to commence with a copy to, the Union forwarded without delay. Such notice shall state the reasons for the layoff and the expected duration of the layoff.

18:05 An employee on continuous layoff for a period of one (1) year shall, at the end of that period, be considered terminated and **their** name shall be removed from the re-employment list.

18:06 Laid off employees shall be called back in reverse order of layoff starting with the most recently laid off employee and continuing in descending order to the first employee laid off, provided that in each case, the employee is able and willing to perform the available duties.

- 18:07** Provided **they have** the qualifications and abilities required to perform the duties of a vacant position, a laid off employee shall be given the right of first refusal over applicants external to the bargaining unit.
- 18:08** Notice of recall to an employee who has been laid off shall be made to the last known address filed by the employee with the Employer. Notice of recall will be sent by certified mail. A laid off employee must within four (4) days after recall confirm **their** intention to return to work or **their** employment shall be terminated. The employee must return to work within one-half ($\frac{1}{2}$) month of receipt of the recall notice unless a later date is mutually agreed between the Employer and the employee.

Article 19 Bulletins

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

Article 20 Acting Status

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

Article 21 Paid Holidays

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

Easter Monday	Remembrance Day
Victoria Day	Christmas Day
Canada Day (July 1)	Boxing Day

Any other holiday proclaimed by Federal or Provincial Statute.

- (b) Where any of the holidays fall on employees' scheduled day of rest the employee shall receive an alternate day off in lieu thereof. The Employer agrees to schedule such in lieu day off within thirty (30) days following the holiday unless mutually agreed to the contrary.

21:02 An employee is entitled to **their** regular pay for a holiday on which the employee does not work provided the employee:

- (a) Did not fail to report for work after being scheduled or called to work on the day of the holiday;
- (b) Has not absented **themselves** from work without the consent of the Employer on either the employee's regular working day immediately preceding or following the holiday unless **their** absence is by reason of illness.

Where an employee has been employed for less than one (1) calendar month, **they** must work at least fifteen (15) days in that preceding month in order to be paid for the holiday per this Article.

21:03 (a) An employee who is entitled to pay for a holiday and who works on a holiday when it is the employee's regularly scheduled working day shall, in addition to the regular pay, be compensated at the rate of time and one-half (1 ½ x) for all hours worked on the holiday.

- (b) At the Employer's option, the additional compensation from 22:03 (a) and 22:04 may be in the form of pay or compensatory leave. If compensatory leave is chosen, the leave shall be granted at a time mutually agreeable to the employee and the Employer. Employees shall

be entitled to add to their regular annual vacation a maximum of five (5) days accumulated compensatory leave.

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

21:04 An employee who is required to work on a holiday when it is observed on the employee's day of rest shall receive in addition to the regular holiday pay to which **they** may be entitled, compensation based on time and one-half (1 ½ x) the employee's regular rate of pay for all hours worked on the holiday.

21:05 Where the employment of an employee is terminated, the accumulated time off in lieu of holidays shall be paid out at the final rate in effect for the employee during the year in which the holiday(s) was worked.

21:06 In the event that an employee is regularly scheduled to work both Christmas Day and New Year's Day, the employee shall be required to work on only one (1) of those days.

21:07 If the Employer closes the office (main) on Christmas Eve, the following shall apply:

- (a) Closed for full day – employee receives eight (8) hours in bank if required to work.
- (b) Closed for half day – employee receives four (4) hours in bank if required to work.

To be entitled to this article, the main office must be closed for four or more hours.

Article 22 Vacation

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

22:02 Effective April 1, 1985 employees shall earn vacation leave credits on the following basis:

- (a) Employees who have completed less than two (2) years' service, one and one-quarter ($1 \frac{1}{4}$) working days per complete month of service in each vacation year to be taken in the vacation year following the year in which the vacation is earned.
- (b) Commencing from the beginning of the vacation year in which two (2) years of service will be completed, one and two-thirds ($1 \frac{2}{3}$) working days per complete month of service in each vacation year to be taken in the year in which three (3) years of service are completed and yearly thereafter.
- (c) Commencing from the beginning of the vacation year in which nine (9) years of service will be completed, two and one-twelfth ($2 \frac{1}{12}$) working days per complete month of service in each vacation year to be taken in the year in which ten (10) years of service are completed and yearly thereafter.
- (d) Commencing from the beginning of the vacation year in which nineteen (19) years of service will be completed, two and one-half ($2 \frac{1}{2}$) working days per complete month of service in each vacation year to be taken in the year in which twenty (20) years of service are completed and yearly thereafter.
- (e) Notwithstanding subsections (a), (b), (c) and (d), employees terminating in their second (2nd) year of service shall have their vacation leave credits cashed-out at the rate of one and one-quarter ($1 \frac{1}{4}$) days per month of service and employees terminating in their ninth (9th) year of service shall have their vacation leave credits cashed out at the rate of one and two-thirds ($1 \frac{2}{3}$) days per complete month of service, and employees terminating in their nineteenth (19th) year of service shall have their vacation leave credits cashed-out at the rate of two and one-twelfth ($2 \frac{1}{12}$) days per complete month of service.

(f) For the calculation of vacation credits one working day is eight (8) hours.

- 22:03** Part-time Residential Youth Care Workers working half time or more hours will be granted vacation leave on a pro-rata basis for their appropriate hours of service. Part-time workers working less than one-half time may request to have the appropriate vacation allowance paid out on their biweekly cheques. Employees must make this request to the accounting department by March 1 for the upcoming year.
- 22:04** Vacation schedules must be approved by the Employer.
- 22:05** Vacation is to be taken within the year following accumulation of a year's credit. In special circumstances, an employee may be authorized, by the Chief Executive Officer, to carry vacation credits forward, into the next vacation year. At no time shall an employee take more than two (2) months' vacation in a twelve (12) month period.
- 22:06** Vacation pay will be paid only after an employee has sufficient vacation time earned to cover the period in question.
- 22:07** Vacation leave choices shall be rotated equitably regardless of length of continuous service.
- 22:08** Where an employee becomes ill or is injured during the period of the employee's scheduled annual vacation, the Employer may grant sick leave and credit the employee with alternate days' vacation equivalent to the number of days approved sick leave, providing the illness or injury is over three (3) days and normally would have prevented the employee from attending work. The employee shall be responsible to provide proof of qualifying illness or injury.
- 22:09** Where a paid holiday falls within the vacation period of an employee, one additional working day shall be added to the employee's vacation entitlement in lieu of that holiday.
- 22:10** An employee shall be entitled to take **their** vacation leave for periods less than a week such as a day at a time.

- 22:11** Vacation credits shall not accumulate while an employee is on leave of absence without pay for a period of time greater than one-half ($\frac{1}{2}$) of a month.
- 22:12** Where for any reason other than death, an employee leaves the service after having been granted more vacation leave than the employee has earned in accordance with this Agreement, the employee shall repay to the Agency all wages paid for such excess period of leave.
- 22:13** An employee shall be able to carry over two (2) weeks' vacation while on maternity leave.

Article 23 Sick Leave

- 23:01** Except as provided in 24:02 an employee shall be entitled to and shall receive sick leave without loss of pay only where the employee is unable to be at work and perform **their** regular duties as a result of personal illness or injury.
- 23:02** An employee may utilize up to five (5) days of accumulated sick leave per year where the employee is required to be absent to care for an ill child who resides in the employee's home.
- 23:03** The sick leave to which an employee is entitled shall accumulate at the full-time rate of ten (10) working hours per month and the unused portion may be accumulated by that amount each per month up to a maximum of two thousand, nine hundred and twenty (2,920) hours.
- 23:04** A newly hired employee shall accumulate sick leave credits from the first working day of the full bi-weekly pay period following the date of **their** hiring.
- 23:05** At the Employer's discretion, a new employee may be granted up to forty (40) working hours of sick leave in advance of it being earned in the employee's first six (6) months of service. Any use of such credit, if unearned by termination of employment will be deducted from any payment otherwise due the employee.

- 23:06** Sick leave shall not accumulate during periods when an employee is:
- (a) Absent without leave; or
 - (b) Absent on a leave of absence without pay for more than one (1) week; or
 - (c) Absent on a maternity leave; or
 - (d) Absent on sick leave and/or Workers Compensation for a period of more than twelve (12) consecutive calendar months.
- 23:07** Where an employee is to be absent on sick leave, **they** shall endeavour to notify **their** immediate supervisor or the unit, as soon as possible and communication permits but at least one (1) hour prior to the start of **their** shift, to facilitate arranging for relief coverage.
- 23:08** An employee who has been absent because of sickness for a period of more than three (3) consecutive working days shall furnish the Employer a medical certificate or sworn statutory declaration certifying that the employee is unable to be present at work because of illness. Where an employee fails to produce such medical certificate or sworn statutory declaration to the Employer, **they** shall not be paid for the period of absence.
- 23:09** If a paid holiday falls on a day on which an employee is receiving sick leave benefits, such day shall be paid as a holiday and not deducted from the employee's sick leave credits.
- 23:10** As of March 31 of each year, employees will be notified in writing of the balance of **their** unused accumulated sick leave credits.

Article 24 Workers Compensation

- 24:01** Where an employee is injured on the job and is required to leave for treatment and/or is sent home due to the injury(s) **they** shall be paid for the lost hours on that shift.

- 24:02** The Employer agrees that the health and safety of employees is important. First aids kits will be supplied in accordance with Workplace Health and Safety regulations.
- 24:03** When an employee is unable to work and is in receipt of Workers Compensation allowance as a result of an injury or illness incurred in the course of **their** duties, the employee, if **they** so elect, shall be paid an additional amount which when combined with the compensation allowance, shall ensure the maintenance of **their** gross salary. Such additional amount shall be chargeable to the employee's sick leave credits accrued at the time the employee commenced receipt of Workers Compensation allowance, and such additional payments shall be payable until the employee's accrued sick leave credits have been exhausted. Once sick leave benefits have expired the employee will be entitled to Workers Compensation only.
- 24:04** Transportation to the nearest physician or hospital for employees requiring immediate medical care as a result of an on-the-job accident shall be provided by or, at the expense of the Employer if it is not covered by a medical plan.
- 24:05** The Employer agrees to ensure all employees use Workers Compensation where such use is applicable.
- 24:06** The Employer agrees to inform the Union of any accident or injuries resulting in more than that shift loss of time or deaths that occur to employees covered by this Agreement. Such notification shall be provided on the next working day indicating the name of the employee, and all details of the injury, accident or both.
- 24:07** Following an on-the-job accident or job related illness for which **they have** been receiving Workers Compensation:
- (a) Where an employee is fit to return to work within one (1) year, the employee shall return to **their** former position of employment.
 - (b) Where an employee is fit to return to work after one (1) year, the employee will be offered a similar position to **their** former one.

- (c) Where an employee is unable to return to **their** position of employment because **they are** physically or mentally unable to carry out **their** former duties, the Employer will attempt to offer **them** a suitable position, for which **they are** qualified.

Article 25 Court Leave

- 25:01** An employee who is summoned for jury duty or who receives a summons or subpoena to appear as a witness in a court proceeding, other than a court proceeding occasioned by the employee's private affairs, shall be granted a leave of absence with pay for the required period of absence and all jury or witness fees received by the employee, but excluding reimbursement for expenses, shall be remitted to the Employer.
- 25:02** Should an employee be required to appear in court during **their** off hours for matters occasioned by **their** work, the employee shall receive the applicable compensation at straight time rates of equivalent time off.

Article 26 Compassionate Leave

- 26:01** (a) An employee shall be entitled to four (4) working days leave, in the immediate time surrounding the period of bereavement, without loss of pay in the event of the death of the employee's parent, spouse, child, step-parent or step-child.
- (b) An employee shall be entitled to three (3) working days leave, in the immediate time surrounding the period of bereavement without loss of regular pay in the event of the death of the employee's brother, step-brother, sister, step-sister, a ward of the employee, or a relative permanently residing with the employee or with whom the employee lives.
- 26:02** An employee shall be entitled to special leave of one (1) working day, without loss of salary, in the event of the death of the employee's grand-parent, son-in-law, daughter-in-law, brother-in-law, sister-in-law, mother-in-law, father-in-

law, aunt, uncle or grandchild. Provided an employee has not received compassionate leave for the death in question, an employee shall be entitled to compassionate leave up to a maximum of one (1) day without loss of pay for attending a funeral as a pallbearer or mourner.

- 26:03** An employee shall be entitled to additional compassionate or special leave up to a maximum of two (2) days without loss of pay, requested for the purpose of attending a funeral at a distance of more than two hundred (200) miles from Brandon.
- 26:04** For other purposes, an employee shall be entitled to leave with pay for the purpose of attending to family responsibilities, which are real, immediate and unavoidable, and which necessitate the employee's absence from work. An employee may use up to a maximum accumulation of five (5) days in each fiscal year with Employer's approval. Leave under this clause will be charged against the employee's sick leave credits.
- 26:05** "Days" involved in this Article and in the Article on "Adoptive Parent Leave" and "Paternity Leave" shall mean the "days/shifts involved" regardless of the total shift hours involved in those "days".
- 26:06** An employee who incurs the use of Compassionate Leave per 27:01, 27:02, and 27:03 during **their** vacation shall use leave under this Article and shall have the equivalent number of vacation day's set over for use at a later time.

Article 27 Adoptive Parent Leave

- 27:01** An employee shall be granted one (1) day's leave with pay to attend to needs directly related to the adoption of **their** child. At the employee's option such leave shall be granted on the day of, or the day following the adoption.
- 27:02** (a) Where an employee has become an adoptive parent and has applied for and qualified for parental leave, the employee shall be permitted to apply up to **five (5)** days of **their** accumulated sick leave against the Employment Insurance waiting period.

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

Article 28 Paternity Leave

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

Article 29 Maternity Leave

- 29:01** 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

- 29:02** In order to qualify for Plan A, a pregnant employee must:
- (a) Have completed seven (7) continuous months of employment with the Agency;
 - (b) Submit to the Employer an application in writing for leave under Plan A at least four (4) weeks before the day specified by **them** in the application as the day on which **they** intend to commence such leave; and
 - (c) Provide the Employer with a certificate of a duly qualified medical practitioner certifying that **they are** pregnant and specifying the estimated date of **their** delivery.

- 29:03** An employee who qualifies is entitled to and shall be granted maternity leave without pay consisting of:
- (a) A period not exceeding seventeen (17) weeks if delivery occurs on or before the date of delivery specified in the certificate mentioned in Section 30:02(c), or
 - (b) A period of seventeen (17) weeks plus an additional period equal to the period between the date of delivery specified in the certificate mentioned in Section 30:02(c) and the actual date of delivery, if delivery occurs after the date mentioned in that certificate;
 - (c) The Employer may vary the length of maternity leave upon proper certification by the attending physician.
- 29:04** Sections 36 (4) through 36 (11) inclusive of the Employment Standards Code respecting maternity leave shall apply “mutatis mutandis”.
- 29:05** (a) An employee who has been granted maternity leave shall be permitted to apply **for five (5)** days of **their** accumulated sick leave against the Employment Insurance waiting period.
- (b) Should the employee not return to work following **their** maternity leave for a period of employment sufficient to allow for re-accumulation of the number of sick days granted under subsection (a), the employee shall compensate the Employer for the balance of the outstanding days at the time of termination. Approved sick leave with pay granted during the period of return shall be counted as days worked.
- 29:06** During the period of any maternity leave, where the terms of plans permit, an employee shall continue to be covered by the Dental Plan and shall be entitled to continue coverage under Group Life Insurance, Blue Cross Extended Health Benefits and Pension by paying both **their** portion and the Employer’s portion of the premium or cost.

PLAN B

- 29:07** Effective the latter of:

- (a) The bi-weekly pay period following the date of signing, or
- (b) The date a Supplementary Unemployment Benefit Plan (SUB) is approved for implementation by the Canada Employment and Immigration Commission (C.E.I.C.) and limited to maternity leaves commencing on or after that date, the provisions of Plan B will come into effect.

29:08 In order to qualify for Plan B a pregnant employee must:

- (a) Have been continuously employed with the Employer since April 1, 1998 and have completed seven (7) consecutive months of employment with the Employer.
- (b) Submit to the Employer an application in writing, for leave under Plan B at least four (4) weeks before the day specified by **them** in the application as the day on which **they** intend to commence such leave.
- (c) Provide the Employer with a certificate of a duly qualified medical practitioner certifying that **they are** pregnant and specifying the estimated date of **their** delivery;
- (d) Provide the Employer with proof that **they have** applied for Employment Insurance Benefits and that the H.R.S.D. has agreed that the employee has qualified for and is entitled to such Employment Insurance Benefits pursuant to Section 22, Employment Insurance Code.

29:09 An applicant for Maternity leave under Plan B must sign an agreement with the Employer providing that:

- (a) **They** will return to work and remain in the employ of the Employer on a full-time basis for at least six (6) months following **their** return to work, and
- (b) **They** will return to work on the date of the expiry of **their** maternity leave unless this date is modified by the Employer; and

- (c) Should **they** fail to return to work as provided under (a) and/or (b) above, **they are** indebted to the Employer for the full amount of pay received from the Employer as a maternity allowance during **their** entire period of maternity leave.
- (d) 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 half-time basis for twelve (12) months.

29:10 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 Section 30:08 (c), or
- (b) A period of seventeen (17) weeks plus an additional period equal to the period between the date of delivery specified in the certificate mentioned in Section 30:08 (c) and the actual date of delivery, if delivery occurs after the date mentioned in that certificate;
- (c) The Employer may vary the length of maternity leave upon proper certification by the attending physician.

29:11 During the period of maternity leave, an employee who qualifies is entitled to a maternity leave allowance in accordance with-the SUB Plan as follows:

- (a) For the first two (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 E.I. benefits the employee is eligible to receive and ninety-three percent (93%) of **their** weekly rate of pay;
- (c) All other times as may be provided under Section 30:10 shall be on a leave without pay basis.

29:12 Plan B does not apply to term or part-time employees.

- 29:13** During the period of maternity leave, benefits will not accrue, except the period of maternity leave will count as service towards eligibility for long service vacation.
- 29:14** Where an employee's anniversary date falls during the period of maternity leave under Plan A or B, the employee shall be eligible to receive a merit increase effective the date upon which **they** return to **their** position of employment.
- 29:15** Sections 57 and 60(1) through 60(4) inclusive of The Employment Standards Act respecting maternity leave shall apply "mutatis mutandis".

Article 30 Harassment

- 30:01** The parties recognize that the problem of harassment may exist. However, the parties agree that harassment will not be tolerated in the workplace or in connection with the workplace.
- 30:02** "Harassment" means:
- (a)** **Objectionable conduct that creates a risk to the health of a worker or severe conduct that adversely affects a worker's psychological or physical well-being.**
 - (b)** "Harassment" is conduct that is:
 - (i)** **Objectionable, if it is based on race, creed, religion, color, sex, sexual orientation, gender, determinate characteristics, marital status, family status, source of income, political belief, political association, political activity, disability, physical size or weight, age, nationality, ancestry or place or origin; or**
 - (ii)** **Severe, if it could reasonably cause a worker to be humiliated or intimidated and is repeated, or in the case of a single occurrence, has a lasting, harmful effect on a worker.**

- 30:03** Where an employee is of the opinion that **they have** been or is being harassed by another person employed by the Employer, the employee may forward a written complaint directly to the Employer. The complaint shall be marked “Personal and Confidential.”
- 30:04** The Employer or **their** designate will endeavour to resolve the matter in an expeditious and confidential manner.
- 30:05** The alleged offender shall be entitled to notice of the complaint and shall be given the opportunity to respond to the complaint.
- 30:06** The Employer or **their** designate, after investigating the complaint, shall have the authority to:
- (a) Dismiss the complaint, or
 - (b) Determine the appropriate discipline, and/or
 - (c) Take any action which in **their** opinion may be necessary.
- 30:07** Where the Employer or **their** designate determines that a complaint has been made for frivolous or vindictive reasons, **they** shall have the authority to:
- (a) Take disciplinary action against the complainant and/or
 - (b) Take any action against the complainant which in **their** opinion may be necessary.

Article 31 Technological Change

- 31:01** In this Agreement “Technological Change” means:
- (a) The introduction by the Employer into its operations, equipment and/or material and/or systems of a different nature or kind than that used previously or an increase in the use of equipment and/or material in its operations used previously, and
 - (b) A change in the manner in which it carries out its work.

- 31:02** In the event of the introduction of a Technological Change as defined in Section 32:01, the Employer shall have employees covered by this Agreement perform the work pertaining thereto. All opportunity where and to whom applicable for retraining on equipment or material or systems will be provided by the Employer during normal working hours where possible and the employees during the period of retraining shall be paid at their normal rate of wages.
- 31:03** The provisions of this Article are intended to assist employees affected by any Technological Change to adjust to the effects of the Technological Change and Sections 72, 73 and 74 of, the Manitoba Labour Relations Act do not apply during the term of this Agreement.
- 31:04** The Employer will give to the Union written notice of the Technological Change at least one hundred and eighty (180) days prior to the introduction thereof and will discuss with the Union the steps to be taken to assist the employees affected to adjust to the effects of the Technological Change.
- 31:05** In addition to 32:04 above the parties agree to establish a joint Employer-Union Committee immediately upon notice being provided to the Union or earlier if the Employer has the information with respect to the Technological Change(s). The purpose of the Committee is to jointly work together with a view to minimizing the impact of the change upon all the employees who are or may be affected.

Article 32 Contracting Out and Job Security

- 32:01** The Employer agrees that it will not contract out any work performed by employees covered by this Agreement which would have the effect of altering any employee's employment, hours of work, pay and benefits.
- 32:02** The Employer agrees that it will give the Union three (3) months' notice prior to any house closures.

Article 33 Loss of or Damage to Personal Effects

33:01 Employees are responsible for any personal effects which are brought to their place of work and are not specifically required in the course of their employment; and no claim for compensation will be considered for loss or theft of or damage to personal effects or clothing other than damage to clothing, glasses or similar worn effects that occurs as a result of an accident, or assault, normal wear and tear excepted. Where compensation is granted, the Employer shall authorize the replacement or repair to said personal effects based on the premise that the employee will not lose out on the current fair value of the personal effects.

Article 34 Civil Liability

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

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

- (d) Upon the employee notifying the Chief Executive Officer in accordance with paragraph (a) above, the Employer and the employee shall forthwith meet and appoint counsel that is mutually agreeable to both parties. Should the parties be unable to agree on counsel that is satisfactory to both, then the Employer shall unilaterally appoint counsel. The Employer accepts full responsibility for the conduct of the action and the employee agrees to cooperate fully with appointed counsel.

Article 35 Criminal Liability

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

Article 36 Grievance Procedure

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

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

- 36:03** Notwithstanding Section 37:02, an employee may complain or grieve on an unsatisfactory working condition up to and including Step 1 of the Grievance Procedure. The decision at Step 1 shall be final for such grievances.
- 36:04** (a) Where either party to this Agreement disputes the general application interpretation or alleged violation of an Article of this Agreement or a signed Memorandum of Understanding or a signed Memorandum of Agreement between the parties, either party may initiate a policy grievance. A policy grievance initiated by the Union shall be presented to the Chief Executive Officer, a policy grievance initiated by the Employer shall be presented to the President of the Manitoba Government and General Employees' Union or **their** designate. In all cases, such grievances shall be presented within twenty (20) working days from the action giving rise to the grievance.
- (b) When the parties fail to resolve a grievance under 37:04 (a) either party may refer the grievance to Step 2 of the Grievance Procedure. It is agreed and understood that grievances which have been submitted and dealt with as individual grievances may not subsequently be submitted as a policy grievance.
- (c) Notwithstanding 37:06, a grievance filed under 37:04 (a) shall not require the signature of an employee.
- 36:05** If an employee or the Union fails to initiate or process a grievance within the prescribed time limits, the grievance will be deemed to be abandoned and all rights or recourse to the Grievance Procedure for that particular grievance shall be at an end. If the Employer fails to reply to a grievance within the prescribed time limits, the employee or the Union may process the grievance to the next step. Either party may request an extension of the time limits providing such extension is requested prior to the expiry of the time allowed. An extension, if requested, shall not be unreasonably withheld.
- 36:06** Wherever possible, the grievance shall be presented on the Official Grievance Form. A written description of the nature of the grievance and the redress

requested shall be sufficiently clear and if the grievance relates to an Article of the Agreement, such Article shall be so stated in the grievance. The grievance shall be signed by the employee and may be clarified at any step providing its substance is not changed. Except for failure to meet the time limits, a grievance shall not be deemed to be invalid if it is not written on the Official Grievance Forms or for failure to quote the Article in dispute.

- 36:07** It is mutually agreed that an effort shall be made to resolve complaints through discussion before a written grievance is initiated. The aggrieved employee shall have the right to have a Union Representative present at such a discussion. When a grievance cannot be presented in person at any step, it may be transmitted by Registered Mail.
- 36:08** An employee has the right to representation by a Union Representative at any phase of resolving a grievance or concern.

STEP 1

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

STEP 2

A decision of the Chief Executive Officer may be submitted to arbitration in accordance with Article 38, Grievance Arbitration Procedure, providing the category of the grievance is such that it is defined in 37:02. The decision of

the Arbitration Board shall be final and binding for all such grievances. An employee may submit to Arbitration a grievance regarding dismissal with or without Union approval, but for all other arbitrable grievances Union approval must first be obtained before the matter is submitted to Arbitration.

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

Article 37 Grievance Arbitration Procedure

- 37:01** Unresolved grievances or disputes concerning those matters set forth below shall be submitted to Arbitration in accordance with the procedure set forth in this Article.
- (a) Grievances concerning the application, interpretation or alleged violation of an Article of this Agreement or a signed Memorandum of Understanding or a signed Memorandum of Agreement between the parties; or
 - (b) Grievances concerning dismissal, suspension, demotion, a written reprimand or discipline of an employee; and
 - (c) Disputes as to whether a specific grievance is arbitrable.
- 37:02** The procedure for arbitrating grievances shall be as set forth below:
- (a) Where a difference arises between the parties hereto relating to a subject matter as outlined in Section 38:01, either of the parties may, within twenty (20) working days from the receipt of the decision at Step 2, notify the other party in writing of its desire to submit the difference or allegation to arbitration. Such notification, when initiated by the Union, shall be made directly to the Employer and shall set forth the issue in dispute for referral to the Arbitration Board.

- (b) Where the party initiating the Arbitration proceedings wishes to request arbitration by a single arbitrator, the notice referred to in Section 38:02(a) shall so state.
 - (i) Where the party who receives the notice accepts the request for a single arbitrator the parties will attempt to reach agreement on the selection of a single arbitrator within ten (10) working days.
 - (ii) Where the party who receives the notice rejects the request for a single arbitrator or where the parties have failed to reach agreement on the selection of a single arbitrator within ten (10) working days, the party initiating the arbitration proceedings may submit the name of its appointee to the Board in accordance with Section 38:02(c) within ten (10) working days.
 - (iii) Where the parties have agreed to a single arbitrator, the single arbitrator shall be considered to be an Arbitration Board for purposes of this Article.
- (c) Where the party initiating the arbitration proceedings wishes to request Arbitration by a three person board, the notice referred to in Section 38:02(a) shall contain the first party's appointee to the Arbitration Board. The following procedure will then apply:
 - (i) The party who receives the notice shall within ten (10) working days of receiving the notice, name an appointee to the Arbitration Board and notify the other party in writing of such appointee.
 - (ii) The two members of the Arbitration Board named by the parties shall, within ten (10) working days of the appointment of the second of them, appoint a third member of the Arbitration Board who shall be the Chairperson thereof.
 - (iii) If either party hereto fails to appoint its member to the Board or where the two appointees of the parties fail to agree to the third member within the time specified, the Labour Board of Manitoba

shall appoint that person as member or Chairperson or both, as the case may be.

- (iv) The Chairperson and one other member are a quorum; but, in the absence of a member, the other members shall not proceed unless the absent member has been given reasonable notice of sitting.
- (d) Where the matter is submitted to the Arbitration Board, the Arbitration Board shall commence hearings within ten (10) working days of the appointment of the Chairperson and shall hear evidence and argument submitted by or on behalf of the parties relevant to the matter submitted and shall make a decision thereon in the form of an award of the Arbitration Board.
- (e) The Arbitration Board shall hear and determine the difference or allegations and shall issue a decision, which decision shall be final and binding and enforceable upon the parties and upon any employee or employees affected by it.
- (f) The Arbitration Board may summon before it any witnesses and require them to give evidence on oath, orally or in writing, and to produce such documents and evidence as the Arbitration Board deems requisite to the full investigation and consideration of the matters referred to it.
- (g) The Arbitration Board shall submit a report on the findings and the decision of the Board within fourteen (14) days following the completion of the hearing to the parties.
- (h) Any of the time limits referred to above may be extended by mutual agreement of the parties hereto.
- (i) In the case of a three person Arbitration Board the decision of the majority shall be the decision of the Arbitration Board. If there is no majority, the decision of the Chairperson shall be the decision of the Board.

- (j) The Arbitration Board has such powers as are allowed it under the Labour Relations Act of Manitoba including, but not limited to, that if the Arbitration Board determines that an employee has been dismissed or otherwise disciplined for just cause, and provided the Collective Agreement does not provide a specific remedy or penalty for the just cause of the dismissal or disciplinary action, the Arbitration Board may substitute such other penalty or remedy in lieu of dismissal or the disciplinary action as the Board deems just and reasonable under the circumstances.
- (k) The Arbitration Board shall not have the power to add to, subtract from or modify or alter in any way the provisions of this Agreement or a signed Memorandum of Understanding or a signed Memorandum of Agreement between the parties.
- (l) The expenses incurred by and in respect of an Arbitration Board shall be paid as follows:
 - (i) The parties to the Arbitration shall each pay an equal portion of the remuneration and expenses of the Chairperson of the Arbitration Board.
 - (ii) Each party to the Arbitration shall pay the remuneration and expenses of the member of the Arbitration Board named or appointed by or on behalf of that party.
 - (iii) Each party to the Arbitration Board shall pay the fees and expenses of witnesses called by that party to give evidence before the Arbitration Board.
 - (iv) Each party to the Arbitration shall pay the fees and expenses of any counsel appearing before the Arbitration Board on behalf of that party.

- (v) The parties to the Arbitration shall each pay an equal portion of other costs and expenses incurred by the Arbitration Board in conducting the arbitration.

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

Article 38 General Provisions

38:01 Upon the written request of an employee the employee's personnel file shall be made available for **their** full examination. Such examination shall be in the presence of a representative of the Employer. The employee, may at **their** option, have a Union representative present. An employee may request a copy of specific documents on the employee's file. This provision shall not be unreasonably requested or denied.

38:02 If an employee dies prior to leaving the employ of the Employer, the Employer shall pay to **their** estate all amounts owing from that employee's wages, overtime, banked time, severance pay, vacation, and such other monetary clauses of this Agreement.

38:03 Any oral or written agreement made with an employee which is inconsistent with this Agreement is null and void.

38:04 For the purpose of calculating benefits, the calculation shall be based on the employee's starting date with the Employer unless specifically stated elsewhere in this Agreement.

38:05 During the term of this Agreement, the Employer shall provide a Pension Plan and Group Life Insurance Plan. As a condition of employment, employees shall be required to join these plans in accordance with the terms and conditions of each plan.

38:06 The Employer will provide payroll deduction services for employees to join the Agency's extended health care plan.

Article 39 Dental Plan

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

Article 40 Severance Pay

40:01 Employees with nine (9) or more years of continuous employment whose services are terminated as a result of retirement (minimum age fifty-five [55]) or death, shall be paid, or to the employee's estate in the event of death, severance pay in the amount of one week's pay for each complete year of continuous employment or portion thereof, but the total amount of severance pay shall not exceed fifteen (15) weeks' pay. (Example: 10 years, 8 complete months of continuous service equals 10 8/12 years of continuous service for purposes of calculation).

For long term employees whose services are terminated as a result of retirement, in addition to the severance pay outlined above, employees with 20-24 years of continuous service will receive an additional two (2) weeks' pay; employees with 25-29 years of continuous service will receive an additional four (4) weeks' pay, employees with 30-34 years of continuous service will receive an additional six (6) weeks' pay and employees with 35 or more years of continuous service will receive an additional eight (8) weeks' pay.

40:02 Where an employee in **their** ninth (9th) year of continuous service fails to complete nine (9) years continuous service as a result of retirement (minimum age 55) or death, the employee shall be paid, or to the employee's estate in the event of death, severance pay on the basis of nine (9) weeks' pay multiplied by the factor of the number of complete months service completed in **their** ninth (9th) year divided by twelve (12) months.

40:03 Employees with three (3) or more years of continuous employment whose services are terminated as a result of permanent layoff shall be paid severance

pay in the amount of one week's pay for each complete year of continuous employment or portion thereof, but the total amount of severance pay shall not exceed twenty-six (26) week's pay.

40:04 Where an employee in **their** third (3rd) year of continuous service fails to complete three (3) years' continuous service as a result of permanent layoff, the employee shall be paid severance pay on the basis of three (3) weeks' pay multiplied by the factor of the number of complete months service completed in **their** third (3rd) year divided by twelve (12) months.

Article 41 Education Leave

41:01 **Definitions**

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

41:02 An employee required by the Employer to attend any conference, workshop, seminar or like function shall be granted time off with pay and all expenses shall be covered by the Employer up to the current approved maximums.

41:03 Where an employee requests educational assistance, the Employer and employee may consider cost sharing on a pro-rated basis, based on the relevance of the course to the job, the degree of benefit each party receives

from the employee taking the course, the amount of educational assistance the employee has already received in this fiscal year and the funding available for educational assistance.

- 41:04** Educational leave, for an agency related program of studies of up to one (1) year may be granted, without pay, with the guarantee of employment but not necessarily of a specific position on return. Criteria for granting educational leave will include: length of time on staff, degree of relevance of the program of studies to be pursued, evaluation--competence, potential, and commitment to the work of the agency, length of time being requested and how feasible that is in relation to agency needs.
- 41:05** Reimbursement for any approved course costs shall be made within ten (10) working days of receipt of the claim for reimbursement.
- 41:06** The Employer agrees to grant a leave without pay to enable an employee to write an exam(s) pertaining to any course in any skilled/certified trade, and/or college and/or university, or other accredited body, related to development of the employee's job skills.
- Said leave to be requested in writing at least one (1) week prior to the date set for the exam.
- 41:07** All requests for courses shall be placed in writing to the Employer.
- 41:08** The Employer shall endeavour to establish periodic in-house staff training opportunities.

Article 42 Duration and Renegotiation of Agreement

- 42:01** This Agreement shall become effective from and including the signing date, or unless otherwise specified herein, by the parties hereto and shall continue in effect up to and including March 31, **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 thirty (30) days prior to-but not more than ninety (90) days prior to the expiry date thereof. During

the period required to negotiate a renewal or a revision and renewal of this Agreement, this Agreement will remain in full force and effect without change.

- 42:02** Where notice for revision of this Agreement is given under **42:01**, the party giving notice agrees to deliver to the other their written proposals for the revision of the Agreement. The parties shall, within twenty (20) working days following receipt of the specific proposals for revision to the Agreement, commence collective bargaining. These time limits may be changed by mutual agreement between the parties hereto.
- 42:03** All terms of this Agreement shall be effective from the date of signing unless otherwise specified.
- 42:04** Notwithstanding any other provision in this Agreement, the Employer shall not later than ninety (90) days preceding the expiry date of this Agreement, furnish in written form to the Union the following: the name of each employee within the bargaining unit, **their** classification and current salary.

Article 43 Health and Safety

- 43:01** The Employer and the Union recognize that safety, accident prevention, and the preservation of health are of primary importance in all Houses and that these activities require the combined efforts of the Employer, employees and the Union.
- 43:02** The Employer will continue to provide its employees with safe working conditions, equipment and materials, and will continue to ensure that all reasonable precautions are taken.
- 43:03** The Union will continue to make every effort to obtain the cooperation of each employee within the bargaining unit in the observation of all reasonable safety rules, practices and procedures.
- 43:04** Every employee shall take all reasonable precautions and follow all reasonable safety rules, practices and procedures in order to protect **their** safety and the

safety and health of any other persons who may be affected by **their** acts or omissions at work.

43:05 The parties recognize the importance of establishing a Workplace Health and Safety Committee to enhance the ability of employees and management 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 the Employer and/or the employees in the workplace and/or the Union.

- 43:06**
- (a) The Committee shall consist of an Employee Representative from each Group Home operated by the Employer. The number of Employer Representatives may be less than or equal to the number of Employee Representatives.
 - (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 **two (2) years** and members are eligible for re-election or re-appointment;
 - (d) Committees shall have two (2) co-chairpersons, one chosen by and from the Employee Representatives and one chosen by and from the Employer 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, Union staff representative(s) can attend as participants;
 - (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 the Health & Safety Committee and who are scheduled to meet during off duty hours shall be compensated at straight time for time spent in such meetings, functions or duties;

- (h) The quorum for meetings shall consist of one-half of the management members and one-half of the employee members;
- (i) The Employer shall provide a prominent place where information relating to health & safety subjects may be posted. Information posted shall include:
 - (i) The names of all Committee members and their terms of office;
 - (ii) The scheduled meeting dates of the Committee;
 - (iii) The agenda for each meeting;
 - (iv) The minutes of the previous meeting;
 - (v) Informational and educational materials which have specific relevance to the safety and health of employees.
- (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 & Health Division, 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.

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

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

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

- 43:09**
- (a) Where an employee has reason to believe, and does believe, that a condition exists that is dangerous to **their** safety or health in the performance of **their** work, **they** shall report that condition to **their** supervisor.
 - (b) The supervisor upon being notified under (a) above shall discuss and/or inspect the condition with the employee and discuss the employee's reasons for believing the condition to be dangerous. The co-chairpersons of the Health and Safety Committee may be asked to participate. When the condition being raised is a client, discussion between the employee and the supervisor shall suffice.
 - (c) If the employee is unsatisfied with the supervisor's decision or if the supervisor refuses to inspect the condition, the employee shall contact, in writing or by telephone, the Workplace Safety and Health Division and the Chief Executive Officer without delay.
 - (d) If the employee refuses to work because of **their** belief that the condition is dangerous, **they** must be available to perform other work assigned to **them**.

- 43:10** Where an employee has refused to perform work in accordance with this Article, no other employee shall be assigned the particular work unless the employee is notified of the refusal and the reasons for the refusal, if known.
- 43:11** Nothing in this Article prevents the doing of any work or thing that may be necessary in order to remedy the dangerous condition described in Sections 44:08 and 44:09.
- 43:12** Disciplinary action shall not be taken against an employee solely for the reason that:
- (a) **They** made a report under Section 44:09 and
 - (b) **They** refused to work or continue to work under the conditions described under Section 44:09 provided a safety and health officer has reported in writing that the employee has reasonable and probable grounds for believing that those conditions were dangerous to **their** safety or health.
- 43:13** Where an employee wilfully takes unfair advantage of the provisions described in Section 44:09, **they** may be subject to disciplinary action up to and including suspension or dismissal.

Article 44 Leave of Absence

- 44:01** Where an employee is granted a leave of absence without pay in excess of two (2) weeks, where the terms of the plan permit, the employee has the option to maintain coverage under employee/Employer cost shared programs by paying both the Employer and employee premium cost for the period of the leave of absence. For leaves of absence of two (2) weeks or less, the agency will continue to cost share these benefits. For the Long Term Disability Insurance Plan, the employee would be required to pay the premium rather than the tax on the premium.

Article 45 Parental Leave

- 45:01** In order to qualify for Parental Leave, an employee must:
- (a) Be the natural **parent** of a child; or
 - (b) Be the natural **parent** of a child or **they** must assume actual care and custody of **their** newborn child; or
 - (c) Adopt a child under the law of a province.
- 45:02** An employee who qualifies under :01 must:
- (a) Have completed seven (7) continuous months of employment; and
 - (b) Submit to the Chief Executive Officer 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.
- 45:03** An employee who qualifies in accordance with :01 and :02 is entitled to Parental Leave without pay for a continuous period of up to **sixty-three (63) weeks**.
- 45:04** Subject to Section :05, Parental Leave must commence no later than **eighteen (18) months after the** birth or adoption of the child or the day on which the child comes into the actual care and custody of the employee.
- 45:05** 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 employing authority.
- 45:06** During the period of Parental Leave, benefits will not accrue, except the period of Parental Leave will count as service towards eligibility for long service vacation.

- 45:07** Where an employee's anniversary date falls during the period of Parental Leave, the employee shall be eligible to receive a merit increase, effective the date **they** return to work.
- 45:08** Sections 36(6) to 36(11) inclusive of the Employment Standards Code shall apply with such modifications, as the circumstances require to Parental Leave.

Article 46 Term Employment

- 46:01** Where a permanent employee accepts a term position and the term expires then the employee shall return to the position they held prior to accepting the term position.
- 46:02** The employee shall accrue seniority and all other benefits of the Collective Agreement while filling the term position.

Article 47 Compassionate Care Leave

- 47:01** As per Employment Standards Code.

Article 48 Wellness Day

- 48:01** An employee shall be allowed two (2) wellness days in a fiscal year.
- 48:02** Wellness days will not accumulate year to year.
- 48:03** Wellness days shall be scheduled with the Supervisor and subject to staff coverage availability.
- 48:04** Employees cannot take a personal day then cover another staff member's shift and expect overtime as their "day of rest". They would be compensated at their regular rate of pay.
- 48:05** Must mark their time sheet accurately so the usage can be tracked.
- 48:06** Wellness days to be deducted from employee's accumulated sick leave.

Article 49 Domestic Violence Leave

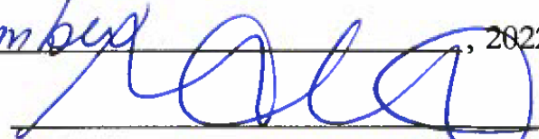
49:01 As per Employment Standards Code.

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

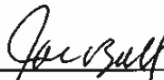
Signed this 8th day of November, 2022.




Child & Family Services
Western Manitoba



Manitoba Government and General
Employees' Union



Child & Family Services
Western Manitoba



Manitoba Government and General
Employees' Union

Memorandum of Agreement #1

between

Child and Family Services of Western Manitoba

and


Manitoba Government and General Employees' Union

Re: LTD Plan


The parties hereby agree that the Personnel Committee of the Board of Directors will meet with representatives of the Union and representatives of the rest of staff to discuss changes in the method of funding and/or changes in other terms of the L.T.D. Plan.

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

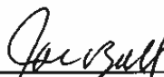
Signed this 8th day of November, 2022.



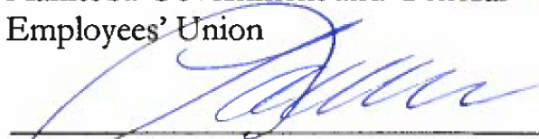
Child & Family Services
Western Manitoba



Manitoba Government and General
Employees' Union



Child & Family Services
Western Manitoba



Manitoba Government and General
Employees' Union

Memorandum of Agreement #2

between

Child and Family Services of Western Manitoba

and

Manitoba Government and General Employees' Union

Re: Sick Leave

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


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

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

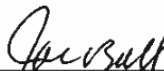
Signed this 8th day of November, 2022.



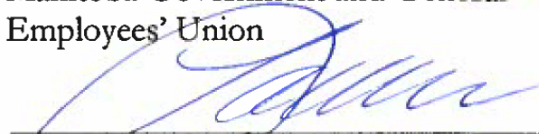
Child & Family Services
Western Manitoba



Manitoba Government and General
Employees' Union



Child & Family Services
Western Manitoba



Manitoba Government and General
Employees' Union

Memorandum of Agreement #3

between

Child and Family Services of Western Manitoba

and

Manitoba Government and General Employees' Union

Re: Deferred Salary Leave Plan


Subject to confirmation of a favourable Tax Ruling from the Government of Canada, the parties hereby agree that the Personnel Committee of the Board of Directors will meet with representatives of the Union and representatives of the rest of the staff to discuss the feasibility of the development and implementation of a Deferred Salary Leave Plan.

The terms and conditions of such a plan agreed to would be covered by a separate Memorandum of Agreement.

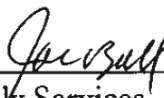
Signed this 8th day of November, 2022.



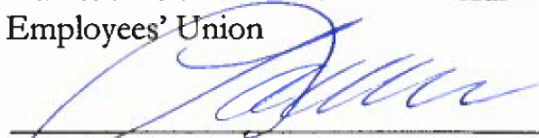
Child & Family Services
Western Manitoba



Manitoba Government and General
Employees' Union



Child & Family Services
Western Manitoba



Manitoba Government and General
Employees' Union

Memorandum of Agreement #4

between

Child and Family Services of Western Manitoba

and

Manitoba Government and General Employees' Union

Re: Extended Health Care Benefits Plan

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

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

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

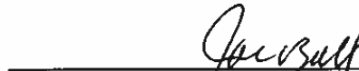
Signed this 8th day of November, 2022.



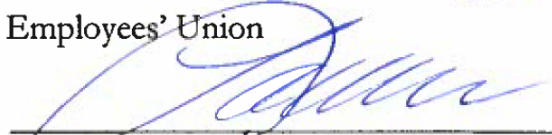
Child & Family Services
Western Manitoba



Manitoba Government and General
Employees' Union



Child & Family Services
Western Manitoba



Manitoba Government and General
Employees' Union

Memorandum of Agreement #5

between

Child and Family Services of Western Manitoba

and


Manitoba Government and General Employees' Union

Re: Shift Schedule - 725-7th Street

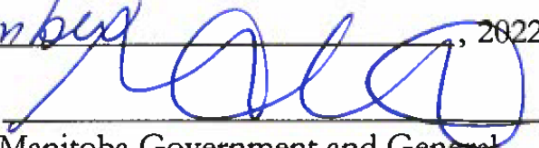
It is mutually agreed, that the shift schedule shall be the shift schedule for 725 7th Street, until such time as a further schedule is developed in accordance with Article 16:02.

This shift schedule is under review.

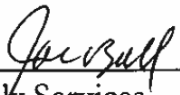
Signed this 8th day of November, 2022.



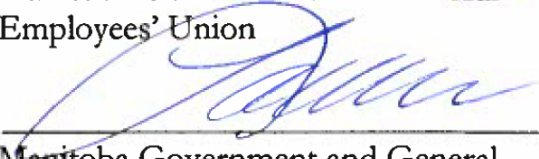
Child & Family Services
Western Manitoba



Manitoba Government and General
Employees' Union



Child & Family Services
Western Manitoba



Manitoba Government and General
Employees' Union

Memorandum of Agreement #6

between

Child and Family Services of Western Manitoba

and

Manitoba Government and General Employees' Union


Re: Shift Schedule - 18 Cypress Blvd.

It is mutually agreed, that the shift schedules shall be the shift schedules for 18 Cypress Blvd., until such time as a further schedule is developed in accordance with Article 16:02.

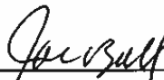
Signed this 8th day of November, 2022.



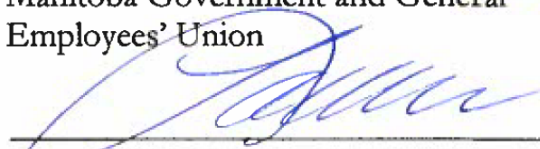
Child & Family Services
Western Manitoba



Manitoba Government and General
Employees' Union



Child & Family Services
Western Manitoba



Manitoba Government and General
Employees' Union

Memorandum of Agreement #7

between

Child and Family Services of Western Manitoba

and

Manitoba Government and General Employees' Union


Re: Salary Increases

Effective April 1, 2019 - 1.4% Increase
Effective April 1, 2020 - 0.5% Increase
Effective April 1, 2021 - 1.65% Increase
Effective April 1, 2022 2% Increase

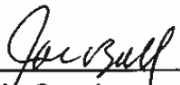
Signed this 8th day of November, 2022.



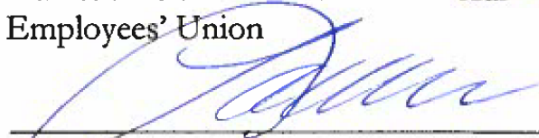
Child & Family Services
Western Manitoba



Manitoba Government and General
Employees' Union



Child & Family Services
Western Manitoba



Manitoba Government and General
Employees' Union

Memorandum of Agreement #8

between

Child and Family Services of Western Manitoba

and

Manitoba Government and General Employees' Union

Re: Employee Assistance Program

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


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

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

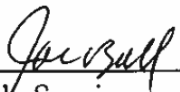
Signed this 8th day of November, 2022.



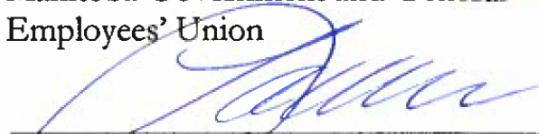
Child & Family Services
Western Manitoba



Manitoba Government and General
Employees' Union



Child & Family Services
Western Manitoba



Manitoba Government and General
Employees' Union

Memorandum of Agreement #9

between

Child and Family Services of Western Manitoba

and

Manitoba Government and General Employees' Union

Re: Health Spending Account

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

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

Choices for *full-time* employees:

- Plan A:** \$600 of HSA credits
- Plan B:** \$300 of HSA credits and \$300 of WCs (*Please note that the WC is for the personal use of the employee, not for their dependants or spouse*)

Choices for *part-time* employees:

- Plan C:** \$300 of HSA credits
- Plan D:** \$150 of HSA credits and \$150 of WCs (*Please note that the WC is for the personal use of the employee, not for their dependants or spouse*)

The WC is for the calendar year and is not accumulative year to year. Eligible fitness and wellness expenses include:


- Fitness facility and membership fees
- Certified personal fitness trainer

- Fitness exercise books, DVDs (excluding Wii console and games)
- Instructed classes
- Registration fees for athletic fitness events and leagues
- Sports equipment
- Instruction for physical activity, fees, lessons, classes or courses
- Self-defence classes and equipment
- Home exercise equipment
- Athletic footwear


Manitoba Blue Cross administers the HSA and the Agency's Payroll department administers the WC. Please follow the claim submission guidelines set out by Manitoba Blue Cross to access your HSA credits.

To be reimbursed for your WC, please submit receipts to the Payroll department. Receipts must be processed before the end of February for the proceeding calendar year to be considered for reimbursement. The WC is a taxable benefit and will be reported on your T4.

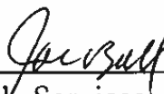
Signed this 8th day of November, 2022.



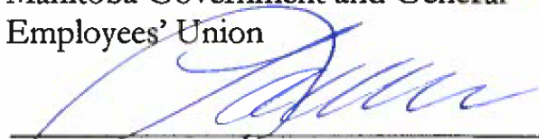
Child & Family Services
Western Manitoba



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Employees' Union



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Western Manitoba



Manitoba Government and General
Employees' Union

Information Memorandum #1**Re: Use of Private Vehicles**

1.
 - (a) The Agency provides a vehicle for each unit's use and therefore the need for you to use your private vehicles for work should be minimal. Where a need develops to use your vehicle then the agency will reimburse you at the Agency's authorized rate. You must have prior authorization from the Unit CO or Director.
 - (b) In submitting your claim to the Units senior staff person for reimbursement, you must also include the reason why the trip was necessary.
 - (c) These costs will be charged to the Units transportation budget.
2. While staff are encouraged to fully insure their vehicles for their own peace of mind, the Agency does carry two million dollars (\$2,000,000.00) of insurance for bodily injury and property damage claims for accidents involving non-agency owned automobiles. All staff are covered by this policy.

Information Memorandum #2**Re: Article 40 - Dental Plan**

40:01 The parties agree to the continuation of the Dental Services Plan with the following changes:

- (a) Effective the first of the month following the date of signing of this agreement and limited to dental work performed on and after that date, the basis for payment for covered services shall be the 2014 Manitoba Dental Association (MDA) Fee Guide;
- (b) The 2014 to 2019 MDA Fee Guides will be implemented effective April 1 of each respective year;
- (c) Dental coverage will continue for the first seventeen (17) weeks of maternity leave effective the first of the month following the date of signing and limited to maternity leaves commencing on and after that date;
- (d) The annual maximum per claimant will be increased as follows:
 - effective January 1, 2007 - one thousand four hundred and seventy-five dollars (\$1,475.00);
- (e) The orthodontic lifetime maximum will be increased as follows:
 - effective January 1, 2007 - one thousand six hundred and seventy-five dollars (\$1,675.00);
- (f) Effective the first of the month following the date of signing of this agreement and limited to dental work performed on and after that date, part-time employees will be eligible for family coverage based on fifty percent (50%) of the annual maximum per claimant identified in each of 40:01 (d) and (e) above.

Schedule "A"

April 1, 2019 to March 31, 2020 (1.4%)

JOB TITLE		STEP A	STEP B	STEP C	STEP D	STEP E	STEP F	STEP G	STEP H	STEP I	STEP J	Long Service Step
RYCW 1	Annual	32,572.80	33,550.40	34,611.20	35,672.00	36,836.80	38,001.60					38,771.20
	Monthly	2,714.40	2,795.87	2,884.27	2,972.67	3,069.73	3,166.80					3,230.93
	Biweekly	1,252.80	1,290.40	1,331.20	1,372.00	1,416.80	1,461.60					1,491.20
	Hourly	15.66	16.13	16.64	17.15	17.71	18.27					18.64
RYCW 1A	Annual	34,091.20	35,068.80	36,129.60	37,211.20	38,376.00	39,540.80					40,331.20
	Monthly	2,840.93	2,922.40	3,010.80	3,100.93	3,198.00	3,295.07					3,360.93
	Biweekly	1,311.20	1,348.80	1,389.60	1,431.20	1,476.00	1,520.80					1,551.20
	Hourly	16.39	16.86	17.37	17.89	18.45	19.01					19.39
RYCW 11	Annual	38,584.00	39,811.20	41,059.20	42,369.60	44,179.20	45,510.40	47,008.00	48,568.00	50,252.80	52,000.00	53,040.00
	Monthly	3,215.33	3,317.60	3,421.60	3,530.80	3,681.60	3,792.53	3,917.33	4,047.33	4,187.73	4,333.33	4,420.00
	Biweekly	1,484.00	1,531.20	1,579.20	1,629.60	1,699.20	1,750.40	1,808.00	1,868.00	1,932.80	2,000.00	2,040.00
	Hourly	18.55	19.14	19.74	20.37	21.24	21.88	22.60	23.35	24.16	25.00	25.50
Unit Coordinator	Annual	48,900.80	50,440.00	52,083.20	53,830.40	55,598.40	57,491.20	59,488.00				60,673.60
	Monthly	4,075.07	4,203.33	4,340.27	4,485.87	4,633.20	4,790.93	4,957.33				5,056.13
	Biweekly	1,880.80	1,940.00	2,003.20	2,070.40	2,138.40	2,211.20	2,288.00				2,333.60
	Hourly	23.51	24.25	25.04	25.88	26.73	27.64	28.60				29.17

April 1, 2020 to March 31, 2021 (0.5%)

JOB TITLE		STEP A	STEP B	STEP C	STEP D	STEP E	STEP F	STEP G	STEP H	STEP I	STEP J	Long Service Step
RYCW 1	Annual	32,739.20	33,716.80	34,777.60	35,859.20	37,024.00	38,188.80					38,958.40
	Monthly	2,728.27	2,809.73	2,898.13	2,988.27	3,085.33	3,182.40					3,246.53
	Biweekly	1,259.20	1,296.80	1,337.60	1,379.20	1,424.00	1,468.80					1,498.40
	Hourly	15.74	16.21	16.72	17.24	17.80	18.36					18.73
RYCW 1A	Annual	34,257.60	35,235.20	36,316.80	37,398.40	38,563.20	39,748.80					40,539.20
	Monthly	2,854.80	2,936.27	3,026.40	3,116.53	3,213.60	3,312.40					3,378.27
	Biweekly	1,317.60	1,355.20	1,396.80	1,438.40	1,483.20	1,528.80					1,559.20
	Hourly	16.47	16.94	17.46	17.98	18.54	19.11					19.49
RYCW 11	Annual	38,771.20	40,019.20	41,267.20	42,577.60	44,408.00	45,739.20	47,236.80	48,817.60	50,502.40	52,270.40	53,310.40
	Monthly	3,230.93	3,334.93	3,438.93	3,548.13	3,700.67	3,811.60	3,936.40	4,068.13	4,208.53	4,355.87	4,442.53
	Biweekly	1,491.20	1,539.20	1,587.20	1,637.60	1,708.00	1,759.20	1,816.80	1,877.60	1,942.40	2,010.40	2,050.40
	Hourly	18.64	19.24	19.84	20.47	21.35	21.99	22.71	23.47	24.28	25.13	25.63
Unit Coordinator	Annual	49,150.40	50,689.60	52,353.60	54,100.80	55,868.80	57,782.40	59,779.20				60,985.60
	Monthly	4,095.87	4,224.13	4,362.80	4,508.40	4,655.73	4,815.20	4,981.60				5,082.13
	Biweekly	1,890.40	1,949.60	2,013.60	2,080.80	2,148.80	2,222.40	2,299.20				2,345.60
	Hourly	23.63	24.37	25.17	26.01	26.86	27.78	28.74				29.32

April 1, 2021 to March 31, 2022 (1.65%)

JOB TITLE		STEP A	STEP B	STEP C	STEP D	STEP E	STEP F	STEP G	STEP H	STEP I	STEP J	Long Service Step
RYCW 1	Annual	33,280.00	34,278.40	35,360.00	36,441.60	37,627.20	38,812.80					39,603.20
	Monthly	2,773.33	2,856.53	2,946.67	3,036.80	3,135.60	3,234.40					3,300.27
	Biweekly	1,280.00	1,318.40	1,360.00	1,401.60	1,447.20	1,492.80					1,523.20
	Hourly	16.00	16.48	17.00	17.52	18.09	18.66					19.04
RYCW 1A	Annual	34,819.20	35,817.60	36,920.00	38,022.40	39,208.00	40,414.40					41,204.80
	Monthly	2,901.60	2,984.80	3,076.67	3,168.53	3,267.33	3,367.87					3,433.73
	Biweekly	1,339.20	1,377.60	1,420.00	1,462.40	1,508.00	1,554.40					1,584.80
	Hourly	16.74	17.22	17.75	18.28	18.85	19.43					19.81
RYCW 11	Annual	39,416.00	40,684.80	41,953.60	43,284.80	45,136.00	46,488.00	48,006.40	49,628.80	51,334.40	53,123.20	54,184.00
	Monthly	3,284.67	3,390.40	3,496.13	3,607.07	3,761.33	3,874.00	4,000.53	4,135.73	4,277.87	4,426.93	4,515.33
	Biweekly	1,516.00	1,564.80	1,613.60	1,664.80	1,736.00	1,788.00	1,846.40	1,908.80	1,974.40	2,043.20	2,084.00
	Hourly	18.95	19.56	20.17	20.81	21.70	22.35	23.08	23.86	24.68	25.54	26.05
Unit Coordinator	Annual	49,961.60	51,521.60	53,227.20	54,995.20	56,784.00	58,739.20	60,756.80				61,984.00
	Monthly	4,163.47	4,293.47	4,435.60	4,582.93	4,732.00	4,894.93	5,063.07				5,165.33
	Biweekly	1,921.60	1,981.60	2,047.20	2,115.20	2,184.00	2,259.20	2,336.80				2,384.00
	Hourly	24.02	24.77	25.59	26.44	27.30	28.24	29.21				29.80

April 1, 2022 to March 31, 2023 (2.0%)

JOB TITLE		STEP A	STEP B	STEP C	STEP D	STEP E	STEP F	STEP G	STEP H	STEP I	STEP J	Long Service Step
RYCW 1	Annual	33,945.60	34,964.80	36,067.20	37,169.60	38,376.00	39,582.40					40,393.60
	Monthly	2,828.80	2,913.73	3,005.60	3,097.47	3,198.00	3,298.53					3,366.13
	Biweekly	1,305.60	1,344.80	1,387.20	1,429.60	1,476.00	1,522.40					1,553.60
	Hourly	16.32	16.81	17.34	17.87	18.45	19.03					19.42
RYCW 1A	Annual	35,505.60	36,524.80	37,668.80	38,792.00	39,998.40	41,225.60					42,036.80
	Monthly	2,958.80	3,043.73	3,139.07	3,232.67	3,333.20	3,435.47					3,503.07
	Biweekly	1,365.60	1,404.80	1,448.80	1,492.00	1,538.40	1,585.60					1,616.80
	Hourly	17.07	17.56	18.11	18.65	19.23	19.82					20.21
RYCW 11	Annual	40,206.40	41,496.00	42,785.60	44,158.40	46,030.40	47,424.00	48,963.20	50,627.20	52,353.60	54,184.00	55,265.60
	Monthly	3,350.53	3,458.00	3,565.47	3,679.87	3,835.87	3,952.00	4,080.27	4,218.93	4,362.80	4,515.33	4,605.47
	Biweekly	1,546.40	1,596.00	1,645.60	1,698.40	1,770.40	1,824.00	1,883.20	1,947.20	2,013.60	2,084.00	2,125.60
	Hourly	19.33	19.95	20.57	21.23	22.13	22.80	23.54	24.34	25.17	26.05	26.57
Unit Coordinator	Annual	50,960.00	52,561.60	54,288.00	56,097.60	57,928.00	59,904.00	61,963.20				63,232.00
	Monthly	4,246.67	4,380.13	4,524.00	4,674.80	4,827.33	4,992.00	5,163.60				5,269.33
	Biweekly	1,960.00	2,021.60	2,088.00	2,157.60	2,228.00	2,304.00	2,383.20				2,432.00
	Hourly	24.50	25.27	26.10	26.97	27.85	28.80	29.79				30.40