

AGREEMENT

between

PROVINCE OF MANITOBA

and

**THE PROFESSIONAL INSTITUTE OF
THE PUBLIC SERVICE OF CANADA
(O.P.E.E.P.M.)**

March 18, 2006 – March 26, 2010

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2006 - 2010
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THIS AGREEMENT made and entered into the 5 day of April, A.D.
2007

BETWEEN:

HER MAJESTY THE QUEEN,

in Right of the Province of Manitoba,

(Hereinafter referred to as "the government"),

OF THE FIRST PART,

- and -

THE PROFESSIONAL INSTITUTE OF THE

PUBLIC SERVICE OF CANADA (O.P.E.E.P.M.),

(Hereinafter referred to as "the Institute"),

OF THE SECOND PART.

WHEREAS the Institute is the certified bargaining agent of certain specified Engineers employed by the government, more specifically having been certified under the Labour Relations Act of the Province of Manitoba by the Manitoba Labour Board on the 20th day of February, A.D. 1987, under Certificate No. MLB-4117 as certified bargaining agent for a unit described as follows:

"All persons employed by The Province of Manitoba as Professional Engineers and functioning as such, except those excluded by the Act".

AND WHEREAS the Institute and the government have agreed to enter into a Collective Agreement containing terms and conditions of employment of the said Engineers employed by the government, including provisions with reference to rates of pay and hours of work;

NOW THIS AGREEMENT WITNESSETH that in consideration of the premises of the covenants and agreements of the parties hereto, hereinafter contained, and by them to be respectfully observed, kept and performed, the parties hereto covenant and agree as follows:

ARTICLE 1 - COPIES OF AGREEMENT

01 A copy of this Agreement shall be provided to each of the present Engineers and to all future Engineers bound by this Agreement. The government and the Institute shall share equally all costs in connection with the printing of the Collective Agreement for use by present and future Engineers covered by this Agreement and the Institute shall be responsible for distribution of the Collective Agreement to all such Engineers.

ARTICLE 2 - INTERPRETATION

In this Agreement, unless the context otherwise requires, and except as otherwise provided in this Collective Agreement, the expression:

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

(a) Accumulated service is calculated based on all hours for which an employee has received regular pay. This includes regular hours worked and approved leaves of absence from the Government of Manitoba where regular pay is maintained.

(b) Accumulated service does not include any leaves of absence without pay or with partial pay including but not limited to suspensions without pay and workers’ compensation.

(c) Accumulated service must be continuous service.

(d) One year of accumulated service for employees at 7 1/4 hour per day classifications equals 1,885 hours of accumulated service.

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

02 “**continuous service**” means consecutive and contiguous days, weeks, months and/or years of employment with the Government of Manitoba where there has been no break in service involving termination of the employee.

03 "**Employee**" means a person employed in a position in the bargaining unit. In this Agreement, "employee" and "Engineer" may be used interchangeably.

04 "**Employing Authority**" means:

- (a) in respect of a department
 - (i) the Minister presiding over a department; or
 - (ii) the Deputy Minister; or
 - (iii) any person designated by the Minister to act as employing authority in respect of the department on behalf of the Minister.

05 "**government**" means Her Majesty The Queen in right of the Province of Manitoba. In this Agreement government and employer may be used interchangeably.

06 "**Institute**" means The Professional Institute of the Public Service of Canada.

07 "**overtime**" shall mean overtime authorized by the employing authority and where the term "overtime" is used in this Agreement, it shall mean "authorized overtime".

08 "**promotion**" means a change of employment from one (1) position to another having a higher maximum salary.

09 "**Seniority**" means the length of service within the bargaining unit provided such service has not been broken by termination of the employee.

- (a) termination occurs only upon employee resignation, retirement, dismissal without reinstatement, death, or permanent lay-off.

10 "**transfer**" means the removal of an employee from a position to another position in the same class or to another position in a different class having the same maximum rate of pay.

ARTICLE 3 – NO DISCRIMINATION

- 01 The parties agree that there shall be no discrimination, harassment, coercion or interference exercised or practised with respect to any employee by reason of age, sex, marital status, race, creed, colour, ethnic or national origin, sexual orientation, political or religious affiliation or membership in the Institute or activities in the Institute.
- 02 All pay and benefit provisions in the Agreement have been negotiated with the specific understanding that the provisions are not discriminatory.

ARTICLE 4 - MANAGEMENT RIGHTS

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

ARTICLE 5 - RECOGNITION OF THE INSTITUTE

- 01 The government recognizes the Institute as the sole and exclusive bargaining agent for those Engineers of the government referred to in Certificate No. MLB-4117 of The Manitoba Labour Board.
- 02 It is agreed by the government that the status of an Engineer as a member of the bargaining unit, will not be prejudiced or affected as a result of his being appointed an employing authority.
- 03 it is agreed by the government that the status of an Engineer as a member of the bargaining unit, will not be prejudiced or affected as a result of his functioning as a recipient of a grievance at Step 1 of the Grievance Procedure.
- 04 The government agrees to recognize the Institute as the bargaining agent for graduate engineers who are employed in Engineer 1 positions and function as graduate engineers pending their registration as Professional Engineers.

ARTICLE 6 - TERM OF AGREEMENT

- 01 The provisions of this Agreement, unless otherwise specified, shall become effective from and including March 18, 2006 up to and including March 26, 2010 and thereafter until a new Agreement has been concluded, provided, however, notice for revision or termination of this Agreement may be submitted by the government or the Institute to the other party on or before January 1 prior to the termination date of this Agreement, and in the case of notice of termination being given as aforesaid, this Agreement shall terminate on March 26, 2010. If notice for revision or termination of this Agreement is not made before January 1 prior to the termination date of this Agreement, this Agreement will continue in full force and effect for a further period of twelve (12) months. During the period of negotiations for renewal or revision of this Agreement, this Agreement and all of its terms and conditions shall remain in full force and effect.
- 02 If notice is given for revision or termination of this Agreement as aforesaid, the Institute and the government agree that they shall deliver each to the other on or before February 1st of that year, their written proposals for a new Agreement or revision of this Agreement. The parties hereto agree that they will be restricted in their negotiations to the matters raised in the proposals made by them on or before February 1st and that such proposals for any alterations or amendments to the Agreement shall be in writing.
- 03 Upon notice being given by any of the parties hereto under Section :01 hereof each party agrees to commence negotiations on or before February 15th of that year for the new Agreement or the revision of this Agreement as proposed by the parties hereto.
- 04 All time limits may be extended by mutual consent.

ARTICLE 7 - MEDICAL FITNESS

- 01 A physical examination prior to initial appointment to any position covered by this Collective Agreement by a duly qualified medical practitioner designated by or acceptable to the employing authority may be required for any Engineer who, in the opinion of the employing authority should be given a physical examination.

- 02 The employing authority may require an Engineer to have a psychiatric examination; and/or a physical examination.
- 03 The cost of any examination or report as hereinbefore set out, shall be borne in its entirety by the employing authority.
- 04 A copy of the report that was submitted to the employing authority shall be provided to the Engineer within twenty (20) days of the examination.

ARTICLE 8 - RECRUITMENT AND SELECTION

- 01 a) The preference for filling vacancies shall be as follows:
 - i) promotion;
 - ii) competition;
 - b) If the vacancy or new position is to be filled by means of a competition, such vacancy or new position shall be posted by means of an Employment Bulletin or Circular accessible to Engineers within the bargaining unit for a minimum period of one (1) week. The vacancy or new position may be simultaneously advertised.
 - c) The Bulletin or Circular shall be in a form similar to the Employment Bulletin issued by the Civil Service Commission and shall contain such information as: Category or Working Title, Classification, Location, Qualifications, Duties and Responsibilities, Salary and closing date for acceptance of applications.
 - d) The closing date for acceptance of such applications shall not be less than seven (7) days after the date on which the Bulletin or Circular was posted.
 - e) Upon appointment, the Department shall advise the Institute when an Engineer is promoted into a vacant position without competition. The Institute, within ten (10) working days of the receipt of such advice may request in writing from the Department the reasons why the promotion was made without competition. The Department shall respond in writing to such a request within ten (10) working days of its receipt.
- 02 Section :01 hereof does not apply to positions to be filled at the entry level by Engineering Graduates. The term "**entry level**" shall mean positions at the Engineer 1 or Engineer 2 classifications, and the Environmental Engineer 1 and the Environmental Engineer 2

classifications.

- 03 Section :01 hereof does not apply to term positions of one (1) year or less duration but shall apply to multi-year term positions.
- 04 The selection of Engineers for vacant or new positions shall be on the basis of qualifications, abilities, prior work experience and seniority. Where the above factors are relatively equal, seniority shall be the governing factor.
- 05 An application from an Engineer in the bargaining unit shall be given preference if such applicant, on the basis of merit, ability, and prior work experience, can meet all the requirements of the position.
- 06 An Engineer who is an unsuccessful applicant for a vacant or new position shall, upon written request to the Civil Service Commission within thirty (30) days of receipt by him of the notification, be supplied with the written reason(s) for his non-acceptance.
- 07 Where a term employee is employed in the same position performing the same function for a period of more than twenty-four (24) continuous months and where the need for the position is expected to continue, the government will convert the employee to regular civil service status.
- 08 Notwithstanding Section :01, first consideration for filling vacancies or new positions shall be given to Engineers on the re-employment list.

ARTICLE 9 - PROBATION

- 01 Subject to Section :07, every Engineer appointed or promoted or transferred to a position shall be on probation for a period of six (6) months.
- 02 An Engineer's probation period may be extended by the Deputy Minister or designate. Such extension may be for a maximum of six (6) months.
- 03 An employee shall be notified in writing of any extension of the probation period under Section :02 prior to the expiry of the probation period. A meeting may be held with the employee to discuss the extension. The employee has the option to have a representative present.
- 04 An Engineer's probation period of six (6) months plus any extension shall be considered the initial probation period. This initial probation period shall not exceed twelve (12) months.

- 05 An Engineer who is rejected during the probation period may grieve the rejection at Step 2 of the grievance procedure within fifteen (15) working days from the date the employee received notice of the rejection. The Deputy Minister or his designate shall hold a hearing to discuss the grievance with the employee and his or her representative. The decision at Step 2 shall be final for such grievances.
- 06 Where an Engineer's services have been found to be unsatisfactory during his probationary period following a promotion or transfer, every reasonable effort will be made to relocate the Engineer to a similar position at the then prevailing salary for the classification and position that he occupied prior to his promotion or transfer.
- 07 Notwithstanding Section :01, an employee shall not be required to serve a further probation period when:
- (a) the employee is promoted without competition as a result of reclassification of the employee's position;
 - (b) the employee initiates a transfer to a position in the same classification involving similar duties and responsibilities;
 - (c) the employer initiates the transfer or demotion of an employee from one (1) position to another for any reason.

ARTICLE 10 - PERFORMANCE APPRAISAL

- 01 Where a formal written assessment of an Engineer's performance is made, the Engineer concerned shall sign the assessment indicating its contents have been read. The Engineer shall be given an opportunity to place his own comments on the assessment and a copy of the assessment shall be provided to the Engineer. Failure to provide a copy of the assessment shall not render it invalid.

ARTICLE 11 - MERIT INCREASES

- 01 **“Merit increase”** means an increase in the rate of pay of an Engineer of one (1) increment within his pay range which may be granted in recognition of one (1) full year of satisfactory service.
- 02 The merit increase shall be effective on the applicable anniversary date.
- 03 Where an Engineer's merit increase is not to be granted, he shall be so notified in writing by the department including the reasons therefor. Every reasonable effort will be made to provide such notice prior to the applicable anniversary date.
- 04 Where an employee has been on maternity leave and/or parental leave and as a result of such leave(s) fails to be evaluated under Article 10:01, the employee will be eligible for an appraisal and evaluation on the first of the month following the date on which the employee returns to work. The effective date of the increase shall be the first day of the bi-weekly pay period which includes the first of the month following the date upon which the employee returns to work.

ARTICLE 12 - TERMINATION OF EMPLOYMENT

- 01 The employing authority shall give a written notice of termination to each Engineer who is to be terminated, at least four (4) weeks before the date on which the employee's termination is to be effective.
- 02 Any Engineer who is voluntarily terminating employment with the government shall give a written notice of termination to the employing authority at least four (4) weeks before the date on which the Engineer's termination is to become effective.
- 03 An Engineer may, with the approval of the employing authority withdraw his notice of resignation at any time before his resignation is to become effective.
- 04 The effective date of the termination shall be the last day upon which an employee performs his regular duties.

- 05 Notwithstanding 12:04, an employee who is retiring in accordance with the provisions of the Civil Service Superannuation Act, may, with the approval of the Employing Authority, be permitted to utilize paid leave in the form of vacation or banked time to be taken immediately prior to the employee's retirement date. In this circumstance, the effective date of resignation shall be deemed to be the last day of the employee's paid leave.

ARTICLE 13 - LAY-OFF

- 01 Where by reason of a shortage of work or funds, or the abolition of a position or material changes in duties or organization, an employing authority determines that a lay-off(s) is necessary within a department, the employing authority shall determine the classification(s) within the department from which the lay-offs are to take place.
- 02 In determining the order of laying off Engineers identified in Section :01, seniority shall be the determining factor in the classification from which Engineers are being laid off, provided the qualifications of the Engineers are relatively equal. This Section is subject to the requirement that the employees who are retained must have the qualifications to perform the duties which the remaining employees will be required to perform.
- 03 For purposes of this Article, "**qualifications**" refers to education, knowledge, training, skills, experience, aptitude, competence, and physical capability. The employing authority, in making a decision with respect to determining which employees are to be retained and which employees are to be laid off, shall determine the qualifications of the employees to perform the duties which the remaining employees will be required to perform, in a fair, reasonable and non-discriminatory manner. The onus of proof rests with the employing authority in any dispute over the application of qualifications to perform the duties which the remaining employees will be required to perform.
- 04 Except where an Engineer is being laid off at the end of a specific term of employment, or after completion of a job for which he was specifically employed, an employing authority laying off a regular employee shall give the Engineer four (4) weeks' written notice, or in the absence of such notice to the Engineer, payment in lieu thereof. The Institute will be provided a copy of lay-off notices issued to regular employees.
- 05 Where an Engineer is being laid-off at the end of a specific term of

employment, or after the completion of a specific job for which he was employed, no notice of lay-off is required.

- 06 Where an Engineer alleges that his lay-off has not been in accordance with this Article, the grievance procedure set forth in this Agreement shall apply except that the grievance shall be initiated in the second step of the procedure.
- 07 Engineers who are laid-off shall be placed on a re-employment list. Engineers placed on the re-employment list shall be called back in reverse order of lay-off in the classification from which the Engineer was laid-off.

ARTICLE 14 - DISCIPLINARY ACTION

- 01 Where a person having supervisory authority over an Engineer believes that disciplinary action of that Engineer is necessary, he may:
- (a) orally or in writing reprimand the Engineer; or
 - (b) recommend to the employing authority such disciplinary measures including suspension or termination as are deemed advisable under the circumstances.
- 02 Any type of disciplinary action taken against a member of the bargaining unit herein must only be taken for just and proper cause.
- 03 Where an employee requests a meeting or where an employee is required by the employer to attend a meeting to discuss disciplinary matters or any matter which may result in disciplinary action against the employee, the employee is entitled to have a representative of the Institute attend the meeting. An employee may choose to decline representation.
- 04 Upon written request of an employee, the personnel file of that employee shall be made available for his examination in the presence of an authorized representative of the Employer.
- 05 When a report pertaining to an employee's performance or conduct is placed on that employee's personnel file, the employee concerned shall be given an opportunity to sign the report in question to indicate that its contents have been read.

ARTICLE 15 - GRIEVANCE PROCEDURE

- 01 The parties to this Agreement desire prompt resolution of grievances through an orderly process without stoppage of work or refusal to perform work. Therefore the purpose of this Article is to establish such procedure for processing, discussing and settling grievances.
- 02 A “**grievance**” is defined as a complaint in writing concerning:
- (a) the application, interpretation, or alleged violation, of an Article of this Agreement or of The Civil Service Act or an approved written policy respecting terms and conditions of employment;
 - (b) any disciplinary action as defined in Article 14 including the termination, suspension, demotion, or written reprimand of an employee.
- 03 Any alleged violation of the express terms of the Agreement or any dispute as to the meaning or application of the express terms of the Agreement and any disciplinary action as defined in Section :02 may be arbitrable. The Arbitrator shall have the power to decide whether any such issue is arbitrable or not. The Arbitrator shall not have the power to alter, amend or modify the express terms of this Agreement.
- 04 It is mutually agreed that an effort shall be made to resolve complaints through discussion before a written grievance is initiated.
- Step 1:a. Within twenty (20) working days after the date upon which the Engineer was notified orally or in writing or on which the Engineer first became aware of the action or circumstances giving rise to the grievance, the Engineer and/or Institute representative shall present the grievance in writing with the redress requested to the director or designate.
- b. The director or designate shall sign for receipt of the grievance and, if the nature of the grievance is such that the director or designate is authorized to deal with it, the director or designate shall issue a decision in writing to the Engineer and to the Institute within fifteen (15) working days.

- c. The director or designate may hold a hearing to discuss the grievance with the Engineer and the Institute representative before giving a decision on the grievance.
- d. If the nature of the grievance is such that a decision cannot be given below a particular level of authority, the director or designate shall forward the grievance to the appropriate authority at Step 2 and so inform the Engineer and the Institute. The time limits and the procedures outlined in Step 2 shall then apply.
- e. Where the director or designate at Step 1 is a bargaining unit member, the grievance shall automatically be referred by the director or designate to Step 2.
- f. A grievance originated by a director or his equivalent shall be presented initially at Step 2.

Step 2:a. If the grievance is not resolved satisfactorily at Step 1, the Engineer or Institute representative shall refer the grievance to the Deputy Minister or designate within fifteen (15) working days of the receipt of the decision at Step 1.

b. The Deputy Minister or designate shall sign for receipt of the grievance and issue a decision in writing to the Engineer and to the Institute within fifteen (15) working days of receipt of the grievance.

c. The Deputy Minister or designate may hold a hearing to discuss the grievance with the Engineer and Institute representative before giving a decision on the grievance.

05 Arbitration: Failing satisfactory settlement of a grievance pursuant to the procedure outlined above, then the controversy may at any time within twenty (20) working days thereafter be referred by either party to a mutually agreed upon Single Arbitrator. The party initiating the arbitration proceedings shall notify the other party of its desire to submit the difference or allegation to arbitration. Such notification, when initiated by the Institute, shall be made directly to the Labour Relations Division. The parties will attempt to reach agreement on the selection of a Single Arbitrator within

fifteen (15) working days. If the parties fail to reach agreement on the selection of a Single Arbitrator, either party may apply to the Chief Justice for the Province of Manitoba, or in the Chief Justice's absence, the Chief Justice of the Court of Queen's Bench to make the appointment.

- 06 a. The Arbitrator 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.
- b. The costs and expenses of the Arbitrator shall be shared equally between the government and the Institute.
- c. In the case of a grievance involving an alleged unjust lay-off, suspension or discharge, the Arbitrator may reinstate the employee with full compensation for time lost on the basis of the regular hours of work or may make such other award as may be deemed just and equitable.
- d. If the decision of the Arbitrator is to reinstate any employee, the Arbitrator shall deduct any wages earned through other employment since lay-off, suspension or discharge in question, from the award, if any.
- 07 In addition to the foregoing, the Institute may process a policy grievance with respect to Engineers. A policy grievance may be instituted at Step 2 of the Grievance Procedure.
- 08 Time Limits:
- a. If the employer fails to reply to the grievance within the prescribed time limits, the Engineer or the Institute, as appropriate, may process the grievance to the next Step.
- b. The time limits as stated herein may be extended by the written mutual agreement of the parties.

ARTICLE 16 - HOURS OF WORK

- 01 It is understood and agreed that except as hereinafter expressly provided, the normal work week will be thirty-six and one-quarter (36 $\frac{1}{4}$) hours.
- 02 It is understood and agreed that the normal work day shall consist of seven and one-quarter (7 $\frac{1}{4}$) hours.
- 03 The government policy regarding flexible hours shall apply to Engineers in an "office" environment for the duration of this Agreement and is attached for informational purposes only.

ARTICLE 17 - COMPENSATORY LEAVE/OVERTIME

01 Overtime Eligibility

- a) An employing authority or other supervisory official authorized to do so by the employing authority may require Engineers under his or her authority to work overtime.
- b) Applicable to Engineer 1, 2, 3 and Environmental Engineer 1, 2:

Overtime shall be compensated when an Engineer is required to work beyond eight (8) hours per day. No compensation shall be made for hours worked between seven and one-quarter (7 $\frac{1}{4}$) and eight (8) hours per day.

- c) Applicable to Engineer 4, 5 and Environmental Engineer 3, 4:

Overtime shall be compensated where, under special circumstances, an Engineer is required to work periods of overtime beyond the normal expectations or requirements of the position.

02 Levels of Overtime Compensation

a) Applicable to Engineer 1, 2, 3 and Environmental Engineer 1, 2

Overtime that an employee is required to work on a regular work day shall be compensated at the rate of time and one-half (1 ½) for all time worked.

Overtime that an Engineer is required to work on the first or second day of rest shall be compensated at double time (2X) for all time worked.

b) Applicable to Engineer 4, 5 and Environmental Engineer 3, 4

Overtime that an Engineer is required to work on a regular work day or day of rest shall be compensated at the rate of one (1) hour for each hour worked.

03 Call-Out Provisions

Where an Engineer is called out to work on a day of rest by an authorized supervisory official, he or she shall receive the greater of:

- (i) compensation for each hour worked at the applicable overtime rate; or
- (ii) a minimum of three (3) hours at the applicable overtime rate.

04 Methods of Overtime Compensation

- a) For the first eighty (80) hours of overtime credits in a fiscal year, an Engineer will be eligible to choose either equivalent time off subject to operational requirements, or payment in lieu. Where equivalent time off is chosen and mutual agreement has not been reached as to when the time off is to be taken, the Engineer shall receive pay in lieu by the latter of sixty (60) days following the date the overtime was worked, or at the end of the fiscal year, or such later date as determined by the employing authority.
- b) All overtime earned beyond eighty (80) hours per fiscal year shall be banked.

- c) Recognizing the desirability of providing Engineers the option of overtime compensation in pay or time in lieu, the employing authority shall consult with the Engineer in an effort to reach agreement on whether the Engineer will be granted pay or time off in lieu for banked overtime. When agreement is not reached, the employing authority shall determine whether pay or time in lieu will be granted. When the employing authority determines that time in lieu is to be taken and mutual agreement has not been reached as to when the time off is to be taken, the employing authority shall determine when the time off is to be taken.

ARTICLE 18 - GENERAL HOLIDAYS

01 In this Agreement, the following days shall be recognized as paid holidays:

- | | |
|-------------------------|---------------------|
| 1. New Year's Day | 7. Labour Day |
| 2. Good Friday | 8. Thanksgiving Day |
| 3. Easter Monday | 9. Remembrance Day |
| 4. Victoria Day | 10. Christmas Day |
| 5. Canada Day | 11. Boxing Day |
| 6. August Civic Holiday | |

plus any other statutory holidays as declared by the Federal, Provincial or Local Government authority.

02 When any of the aforesaid holidays fall on a Saturday or Sunday the holiday shall be observed on the following Monday. Where holidays fall on both Saturday and Sunday the holidays shall be observed on the following Monday and Tuesday.

03 a) All government offices shall be closed at one o'clock (1:00 p.m.) in the afternoon on December 24th of each year when that day is a normal working day and this day shall be considered as a full working day for the purposes of calculating all employee benefits, including salaries.

b) When the employing authority requires an employee to work a regular work day on December 24th when that day falls on Monday to Friday inclusive, such employee shall be entitled to one-half (1/2) day of compensatory leave with pay to a maximum of four (4) hours.

- 04 Except as otherwise provided in this Article every Engineer who does not work on a holiday that falls on a regular working day shall be paid at his regular rate of pay.
- 05 Notwithstanding any other provision of this Article, an Engineer is not entitled to pay for a holiday on which he does not work if:
- (a) he did not report to work after having been called to work on the day of the holiday; or
 - (b) he has absented himself from work without consent of the employing authority or its designate either on the regular working day immediately preceding or following the holiday unless his absence is by reason of established illness, or other reason acceptable to the Employing Authority.
- 06 If an Engineer who is not entitled to pay for a holiday that falls on a regular working day for reasons outlined in Subsection :05(b) hereof does work on the holiday, he shall be paid equivalent to one and one-half times (1 1/2x) his regular rate for the time worked on that day.
- 07 If an Engineer who is entitled to pay for a holiday is required to work on the holiday he shall, in addition to the regular holiday pay, be compensated at one and one-half times (1 1/2x) his regular pay for all hours worked or be granted compensatory leave for such hours worked at the rate of one and one-half (1 1/2 hours) for each such hour worked. Such time should not be deliberately accumulated. If suitable arrangements for compensatory time off cannot be agreed upon within thirty (30) days after the holiday, the Engineer shall be paid for such hours worked at the applicable rate.
- 08 Where a holiday falls within the vacation period of an employee, one (1) additional working day shall be added to the employee's vacation entitlement in lieu of the holiday.

ARTICLE 19 - VACATION

- 01 For the purpose of this Agreement, a vacation year is the period beginning on the first day of April and ending on the thirty-first day of March the following year.

- 02 An Engineer who has completed less than one (1) year's accumulated service as of April 1st, in any year, will be granted a vacation with pay pro-rated for the portion of the year's accumulated service worked. Such Engineer may, on request to the employing authority, also receive sufficient leave of absence without pay to complete any partial week of vacation.
- 03 Vacation leave credits are calculated based on accumulated service. In addition, for purposes of calculation of vacation credits only, an employee shall be considered to have earned accumulated service in accordance with the following:
- a) Where an Engineer is absent due to injuries or disabilities for which compensation is paid under The Workers Compensation Act, vacation leave shall accumulate as if the employee were not absent, but the extent of such accumulation shall not continue beyond twelve (12) consecutive calendar months from the date the injury or disability occurred.
 - b) Full time employees will receive vacation credits during approved leaves of absence without pay up to a maximum of forty (40) hours in a vacation year (pro-rated for a part-time employee).
- 04 For the purpose of the rate of accrual of vacation leave as specified in :05 below, in an employee's first year of employment any period of service prior to April 1 shall be counted as a full year of service.
- 05 Engineers shall earn vacation leave credits during each vacation year commencing from the beginning of the vacation year in which continuous service is attained on the following basis:

<u>Continuous Service</u>	<u>Credits per 1,885 Hours of Accumulated Service</u>
Less than 2 years	15 days
2 years	20 days
9 years	25 days
19 years	30 days

Vacation credits are earned in the vacation year in which the hours are worked. Vacation credits are to be taken in accordance with :08 either:

(a) as vacation leave in the following vacation year: or

(b) taken in the year they are earned; or

(c) carried forward or cashed out in accordance with :08; or

(d) a combination of the above.

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

- a) determine the number of hours of accumulated service as determined in Section :02 that the employee has earned in a vacation year to a maximum of 1,885 hours;
- b) divide by 1,885;
- c) multiply by the employee's vacation leave credit accrual rate (i.e. 15, 20, 25 or 30);
- d) multiply by the daily hours of 7.25 and round down to the nearest quarter hour.

$$\frac{\text{Accumulated service}}{1,885} \quad \times \quad \text{vacation leave credit rate} \quad \times \quad 7.25$$

Example:

An employee has 1,866 hours of accumulated service in the vacation year and the employee's credit rate is 15.

$$\frac{1,866}{1,855} \quad \times \quad 15 \quad \times \quad 7.25 \quad = \quad 107.65 \quad (\text{rounded to } 107.50) \text{ hours}$$

07 Under no circumstances shall vacation leave be taken in advance of when it is earned.

08 a) It is agreed between the parties that all requests for earned vacation leave shall be submitted for approval and scheduling to the employing authority. Subject to operational requirements, the employing authority shall attempt to grant vacation leave in accordance with the employee's request.

b) The employing authority may authorize a carry forward of vacation credits. Where the employing authority has been unable to schedule part or all of an employee's vacation within the year, the employing authority may authorize payment in lieu of vacation unless the employee elects to carry over such vacation leave to the following year.

09 Subject to the requirements of personnel in a branch of a department, vacation leave shall be rotated regardless of seniority of employment.

10 Engineers who are receiving Remoteness Allowance are entitled to travel time as prescribed in Schedule "C".

11 In the event of death, the employee's estate shall receive the employee's accumulated vacation credits.

ARTICLE 20 - SICK LEAVE

01 Sick leave shall be granted when an employee is unable to be at work as a result of illness or injury or perform his regular duties as a result of illness or injury.

02 An Engineer shall be granted sick leave credits at the following rate:

<u>Continuous Years of Service</u>	<u>Sick Leave per 72.5 hours of Accumulated Service</u>
less than 4	3.625 hours
4 and greater	7.25 hours

03 Sick leave shall not be taken in advance of when it is earned.

04 Subject to Section :05, sick leave shall not accumulate beyond two hundred and eight (208) working days (1508 hours).

05 The government, at the request of the employing authority, may grant, in addition to the sick leave accumulated under this Agreement, the following:

<u>Years of Continuous Service</u>	<u>Additional Sick Leave</u>	<u>Cumulative Sick Leave</u>
10	145 hours (20 days) hours (228 days)	1653
15	203 hours (28 days) hours (256 days)	1856
20	290 hours (40 days) hours (296 days)	2146

- 06 Where an employee is absent because of illness, he shall endeavour to notify his immediate supervisor as means of communications permit.
- 07 An Engineer who has been absent because of illness or injury shall furnish when requested by the employing authority or his designate within fifteen (15) working days of the illness or injury, a medical certificate from a duly qualified medical practitioner, designated by or acceptable to the employing authority, certifying that the Engineer is or was unable to work because of the illness or injury. Where an Engineer fails to provide the medical certificate within fifteen (15) working days after the request has been made as aforesaid, the Engineer shall not be entitled to pay for the period of absence.
- 08 The government may, in its discretion grant additional sick leave with pay or without pay over and above an Engineer's accumulated sick leave.
- 09 Sick leave credits shall not be accumulated when the Engineer is absent on sick leave and/or worker's compensation for any period beyond the first ten (10) consecutive working days.
- 10 Engineers may obtain information concerning their accumulated sick leave credits upon request in writing to their personnel office and shall be provided with the information within thirty (30) days of the receipt of their request.
- 11 When an employee is unable to work and is in receipt of an income replacement indemnity (I.R.I.) from the Manitoba Public Insurance Corporation (MPIC) as a result of an injury incurred in a vehicle accident, the employee may elect to be paid an additional amount, which when combined with the I.R.I. benefit, shall ensure the maintenance of net salary consistent as if they were in receipt of regular sick leave. Such additional amount shall be chargeable to the employee's sick leave credits accrued at the time the employee commenced receipt of the I.R.I. and such additional payment shall be payable until the employee's accrued sick leave credits have been exhausted.

ARTICLE 21 - LEAVE OF ABSENCE

- 01 The Employing Authority may, in addition to the requirements of this Collective Agreement and at its sole discretion, grant an employee request for leave of absence without pay for any reason including, but not limited to, education, compassion, or bereavement.
- 02 An Engineer will be required to submit a written request for any leave of absence referred to in this Agreement unless otherwise herein stipulated. These requests will specify the reason for the leave and will be considered on an individual basis, and may be allowed at the discretion of the employing authority. Unless otherwise indicated in the Agreement, except in emergencies, such requests must be made at least four (4) weeks in advance.
- 03 Engineers granted leave of absence with pay shall retain their seniority and benefits and shall continue to accrue the same during the said leave of absence.
- 04 Engineers granted leave of absence without pay shall retain their seniority and benefits but further seniority and benefits shall not accrue during the said leave of absence.
- 05 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 shall be remitted to the employer.

ARTICLE 22 - MATERNITY LEAVE

01 An Engineer who qualifies for Maternity Leave may apply for such leave in accordance with either Plan A or Plan B but not both.

PLAN A

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

- (a) have completed nine (9) continuous months of employment for or with the government;
- (b) submit to the employing authority an application in writing for leave under Plan A at least four (4) weeks before the day specified by her in the application as the day on which she intends to commence such leave; and
- (c) provide the employing authority with a certificate of a duly qualified medical practitioner certifying that she is pregnant and specifying the estimated date of her delivery.

03 An Engineer who qualifies is entitled to and shall be granted Maternity Leave without pay consisting of:

- (a) a period not exceeding seventeen (17) weeks if delivery occurs on or before the date of delivery specified in the certificate mentioned in Subsection :02(c); or
- (b) a period of seventeen (17) weeks plus an additional period equal to the period between the date of delivery specified in the certificate mentioned in Subsection :02(c) and the actual date of delivery, if delivery occurs after the date mentioned in that certificate.
- (c) The Commission may vary the length of Maternity Leave upon proper certification by the attending physician, and recommendation by the employing authority.

- 04 (a) An Engineer who has been granted Maternity Leave shall be permitted to apply up to a maximum of ten (10) days of her accumulated sick leave against the Unemployment Insurance waiting period.
- (b) Should the Engineer not return to work following her Maternity Leave for a period of employment sufficient to allow for reaccumulation of the number of sick days granted under Subsection :04(a), the Engineer shall compensate the employer for the balance of the outstanding days at the time of termination. Approved sick leave with pay granted during the period of return shall be counted as days worked.

PLAN B

05 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 Human Resources Development Canada (H.R.D.C.) and limited to Maternity Leaves commencing on or after that date, the provisions of Plan B will come into effect for regular part-time employees.

06 In order to qualify for Plan B a pregnant Engineer must:

- (a) have completed nine (9) continuous months of employment for or with the government;
- (b) submit to the employing authority an application in writing, for leave under Plan B at least four (4) weeks before the day specified by her in the application as the day on which she intends to commence such leave;
- (c) provide the employing authority with a certificate of a duly qualified medical practitioner certifying that she is pregnant and specifying the estimated date of her delivery;
- (d) provide the employing authority with proof that she has applied for unemployment insurance benefits and that the H.R.D.C. has agreed that the Engineer has qualified for and is entitled to such Unemployment Insurance benefits pursuant to Section 18, Unemployment Insurance Act.

- 07 An applicant for Maternity Leave under Plan B must sign an agreement with the employing authority providing that:
- (a) she will return to work and remain in the employ of the government on a full time basis for at least six (6) months following her return to work; and
 - (b) if she does not take Parental Leave as provided in Article 25 she will return to work on the date of the expiry of her Maternity Leave; and
 - (c) if she does take Parental Leave as provided in Article 25 she will return to work on the date of the expiry of her Parental Leave; and
 - (d) should she fail to return to work as provided under (a) and/or (b) above, she is indebted to the government for the full amount of pay received from the government as a maternity allowance during her entire period of Maternity Leave.
- 08 At the Engineer's request and with the recommendation of the employing authority, the Commission may authorize an Engineer who has received Maternity Leave under Plan B to return to work on a part-time basis for a period of twelve (12) months.
- 09 An Engineer who qualifies is entitled to a maternity leave consisting of:
- (a) a period not exceeding seventeen (17) weeks if delivery occurs on or before the date of delivery specified in the certificate mentioned in Subsection :06 (c), or
 - (b) a period of seventeen (17) weeks plus an additional period equal to the period between the date of delivery specified in the certificate mentioned in Subsection :06 (c) and the actual date of delivery, if delivery occurs after the date mentioned in that certificate;
 - (c) The Commission may vary the length of maternity leave upon proper certification by the attending physician, and recommendation by the employing authority.
- 10 During the period of Maternity Leave, an Engineer 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 Unemployment Insurance benefits the Engineer is eligible to receive and ninety-three (93%) of her weekly rate of pay,

(c) all other time as may be provided under Section :09 shall be on a leave without pay basis.

- 11 Plan B does not apply to term Engineers.
- 12 During the period of Maternity Leave, benefits will not accrue. However, the period of Maternity Leave will count as service towards eligibility for long service vacation and long service sick leave entitlement.
- 13 When an Engineer's anniversary date falls during the period of Maternity Leave under Plan A or B, the Engineer shall be eligible to receive a merit increase effective the date upon which she returns to her position of employment.
- 14 Sections 36(3) through 36 (8) inclusive of The Employment Standards Act respecting maternity leave shall apply "mutatis mutandis".

ARTICLE 23 - PATERNITY LEAVE

- 01 A male Engineer shall be granted up to a maximum of one (1) day's leave with pay, to attend the needs directly related to the birth of his child. Such leave may be granted on the day of, or the day following the birth of his child, or the days of his wife's admission to, or discharge from hospital, or at such times as mutually agreed.

ARTICLE 24 - ADOPTIVE PARENT LEAVE

- 01 An Engineer shall be granted one (1) day's leave with pay to attend to needs directly related to the adoption of the child. At the Engineer's option, such leave shall be granted on the day of, or the day following the adoption, or at such times as mutually agreed.

ARTICLE 25 - PARENTAL LEAVE

01 In order to qualify for Parental Leave, an employee must:

- (a) be the natural mother of a child; or
- (b) be the natural father of a child or he must assume actual care and custody of his newborn child; or
- (c) adopt a child under the law of a province.

02 An employee who qualifies under Section :01 must:

- (a) have completed seven (7) continuous months of employment; and
- (b) submit to the employing authority 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.

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 thirty-seven (37) weeks.

04 Subject to Section :05, Parental Leave must commence no later than the first anniversary date of the birth or adoption of the child or the date on which the child comes into the actual care and custody of the employee.

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.

ARTICLE 26 - COMPASSIONATE OR BEREAVEMENT LEAVE

- 01 An employee shall be entitled to compassionate leave of four (4) working days without loss of salary in the event of the death of a parent, step-parent, spouse, child or step-child.
- 02 An employee shall be entitled to compassionate leave of three (3) working days without loss of salary in the event of the death of a brother, sister, ward of the employee, or relative permanently residing in the employee's household or with whom the employee permanently resides.
- 03 An employee shall be entitled to compassionate leave of one (1) working day without loss of salary in the event of the death of the employee's grandparent, son-in-law, daughter-in-law, brother-in-law, sister-in-law, mother-in-law, father-in-law, aunt, uncle, or grandchild.
- 04 An employee who is entitled to compassionate leave under Sections :01, :02 and :03 during vacation leave shall receive vacation credits equal to the number of days of compassionate leave granted.
- 05 Provided the employee has not received compassionate leave for the death in question, the employee shall be entitled to compassionate leave up to a maximum of one (1) day without loss of salary for attending a funeral as a pallbearer.
- 06 An employee shall be entitled to additional compensation or special leave up to a maximum of two (2) days without loss of salary, requested for the purpose of attending a funeral at a distance in excess of two hundred and twenty-five (225) kilometres from the employee's home.

ARTICLE 27 - FAMILY RELATED LEAVE

- 01 An employee shall be entitled to up to five (5) days of leave with pay in each fiscal year to be granted on the recommendation of the employing authority as follows and charged against the employee's sick leave credits:
- (a) the leave shall be for the purpose of attending to family responsibilities which are real, immediate and unavoidable and which necessitate the employee's absence from work;
 - (b) the family responsibilities of the employee could not reasonably be accommodated by some other person or in some other way or at some other time;
 - (c) the amount of leave is intended to cover the period until appropriate alternative arrangements can be made.
- 02 An employee's sick leave accumulation under Article 20 - Sick Leave will not be reduced to less than twelve (12) days per year as a result of the application of this provision.

ARTICLE 28 - WORKERS' COMPENSATION

- 01 When an Engineer is in receipt of Workers' Compensation allowance as a result of sickness, injury or disability incurred in the course of his duties, the Engineer, if he so elects, shall be paid an additional amount which, when combined with the compensation allowance, shall ensure the maintenance of his net salary. Net salary shall be as determined by the Workers' Compensation Act. Such additional amount shall be chargeable to the Engineer's sick leave credits accrued at the time the Engineer commenced receipt of Workers' Compensation allowances, and such additional payments shall be payable until the Engineer's accrued sick leave credits have been exhausted.
- 02 Notwithstanding Section :01, an Engineer's pay may only be "topped up" by ten percent (10%) of net salary.
- 03 If at any time it is decided by the Workers' Compensation Board that the additional amount in Sections :01 and :02 must be offset against benefits otherwise payable by the Workers' Compensation Board, then such additional amount shall not be payable.
- 04 Where an Engineer is absent due to sickness, injury or disability for which compensation is paid under the Workers' Compensation Act, vacation leave shall accumulate as if the Engineer were not absent, but the extent of such accumulation shall not continue beyond twelve (12) consecutive calendar months from the date the sickness, injury or disability occurred.
- 05 Where an employee is injured on the job and is required to leave for medical treatment and/or is sent home by management due to the injury, the employee shall incur no loss in regular pay and benefits for the day on which the accident occurs.
- 06 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 department if it is not covered by a medical plan.

ARTICLE 29 - RELIEF DUTIES

- 01 Where an employing authority or his designate directs an employee employed in one (1) position to temporarily take over the duties and responsibilities of some other position having a higher grade of pay, and provided the employee takes over and continues to perform for ten (10) or more consecutive working days the duties and responsibilities of that other position, he shall be appointed temporarily to that other position with acting status and shall be paid at the rate of pay for that other position that is at least one (1) increment more 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 he shall, unless he is appointed or promoted to some other position, revert to his original position and be paid at the rate of pay for his original position that he would be paid if he had never held the temporary appointment.
- 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 he has been replaced.

ARTICLE 30 - NEW CLASSIFICATION

- 01 Where the government wishes to establish a new classification of Engineer which should be included within the terms of this Agreement, the government shall submit to the Institute written notice of the proposed new classification together with a description of the duties of such classification and the proposed salary schedule.
- 02 The government will meet with representatives of the Institute to negotiate the salary schedule of such classification for inclusion in this Agreement, and if the government and the Institute are unable to reach agreement on such salary schedule within forty-five (45) days of the commencement of such negotiations, then the following issue regarding the matter may be submitted by either party to an Arbitration Board established under Article 15 of this Agreement for final settlement, namely:

The determination of the salary range of the new classification which shall relate equitably to the salary ranges paid for existing classifications based on a comparison of the relative value of the duties and responsibilities of the new classification.
- 03 The decision of the Arbitration Board shall be final and binding on all parties.

ARTICLE 31 - TECHNOLOGICAL CHANGE

01 The provisions contained in the Labour Relations Act dealing with technological change shall be deemed to be included in this Agreement.

ARTICLE 32 - CONTINUING EDUCATION

01 The government and the Institute mutually recognize the desirability of having all Engineers covered by this Agreement able to maintain a high level of knowledge of developments and advances in their particular field of engineering. The employing authority is prepared to receive recommendations from the Institute or from any Engineer in this regard to enable continuing education of the Engineers employed whether by leave of absence, attendance at training programs and seminars or conventions.

02 The government in accordance with established practices agrees to consider leave of absence for continuing education for a particular Engineer provided:

- (a) the employing authority recommends that an Engineer be authorized to attend a particular training course;
- (b) the Minister agrees that such training will be of advantage to the service;
- (c) the Engineer agrees in writing prior to his leave not to terminate his or her services for such period of time as may be mutually agreed upon.

ARTICLE 33 - CIVIL LIABILITY

01 If an action or proceeding is brought against any employee or former employee for an alleged tort committed by him in the performance of his duties, then:

- (a) The Engineer, upon being served with any legal process, or upon receipt of any action or proceeding as hereinbefore referred to, being commenced against him shall advise the government through the Deputy Minister of his department of any such notification or legal process;
- (b) The government shall pay any damages or costs awarded against any such Engineer in any such action or proceedings and all legal fees, and/or;
- (c) The government shall pay any sum required to be paid by such Engineer in connection with the settlement of any claim made against such Engineer if such settlement is approved by the government through the Deputy Minister before the same is finalized; provided the conduct of the Engineer which gave rise to the action did not constitute a gross disregard or gross neglect of his duty as an employee. An Engineer who is adhering to the direction of the Employing Authority shall not be considered to be in disregard or neglect of his duty as an employee provided the Engineer gives the Employing Authority appropriate advice consistent with the Engineering and Geoscientific Professions Act and responsibilities as outlined through membership in APEGM.
- (d) Upon the Engineer notifying the government in accordance with Subsection :01(a) above, the government and the Engineer 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 government shall unilaterally appoint counsel. The government accepts full responsibility for the conduct of the action and the Engineer agrees to co-operate fully with appointed counsel.

ARTICLE 34 - JOINT CONSULTATION COMMITTEE

- 01 The Employer and the Institute agree to the establishment of a Joint Consultation Committee in accordance with the terms of reference signed by the parties.
- 02 The terms of reference are appended to the Collective Agreement for informational purposes only.
- 03 The Employer shall endeavour to consult with representatives of the Institute at the appropriate level about contemplated changes in terms and conditions of employment that would effect a significant number of employees in a number of departments.
- 04 Failure to provide consultation in accordance with Article 34:03 shall not in any manner negate any management action to change terms and conditions of employment not specifically covered by this Agreement.
- 05 Where the Institute considers that the Employer has failed to comply with the spirit and intent of Article 34:03 the Institute may file a grievance. The decision on Step 2 of the grievance procedure shall be final and binding for grievances filed under this Article.

ARTICLE 35 - INSTITUTE SECURITY

- 01 The government agrees to deduct the amount of monthly dues as determined by the Institute on a bi-weekly basis, from salaries or wages of each and every Engineer covered by this Agreement whether a member of the Institute or not.
- 02 The government agrees that the aforesaid deduction shall continue during the life of this Agreement and after the expiry date thereof, during the entire period that any negotiations are proceeding with a view to concluding a new Collective Agreement.
- 03 The Institute agrees to advise the government of the amount of the monthly dues and all amounts deducted under Section :01 hereof shall be forwarded by the government to the treasurer of the Institute on a monthly basis. Such dues shall be forwarded to the Institute together with a list of the names of the Engineers for whom deductions have been made.

- 04 In consideration of the premises, and of the government making the compulsory deduction of Institute dues as herein provided, the Institute agrees to, and does hereby indemnify and save the government harmless from all claims, demands and proceedings of any action and from all costs which might arise or be taken against the government by reason of the government making the compulsory checkoff of Institute dues provided for in this Article.
- 05 The Institute shall notify the government in writing of any changes in the amount of dues at least six (6) weeks in advance of the end of the pay period in which the deductions are to be made.
- 06 The Institute shall provide the government with a list of officers and representatives of the Institute and shall provide the government with a revised list from time to time as occasion may require.
- 07 The amount of the dues will be certified to the government over the signature of a responsible officer of the Institute.

ARTICLE 36 - INSTITUTE BUSINESS

- 01 Any grievor and his Institute representative shall be allowed time off with pay to attend meetings with the employing authority or his authorized designees, relating to processing to a conclusion a grievance or grievances in which the grievor is involved as defined in Article 15 "Grievance Procedure" of this Agreement.

Any Engineer subpoenaed as a witness to an arbitration, shall be allowed time off with pay to attend such arbitration hearing.
- 02 The government shall grant to a maximum of three (3) Employee Representatives serving on the Negotiation Committee of the Institute time off with pay while meeting with representatives of the government to negotiate a revised or new Collective Agreement. Such representatives shall not incur any loss of any benefits accrued to them under the terms of this Collective Agreement for such meetings.
- 03 Any Engineer requiring time off to attend hearings under Section :01 hereof or negotiation meetings under Section :02 hereof shall give notice to the employing authority or its designee in advance of the time the Engineer is required to be off for such purpose or purposes.

- 04 The government agrees to allow the Institute use of space on existing bulletin boards for the purpose of posting official Institute information relating to business affairs, meetings and social events provided the information does not contain anything that is adverse to the interests of the employer. The employing authority or designate shall have the right to refuse to post or remove the posting of any information.
- 05 (a) The government recognizes that an employee may periodically require leave for Institute business. Subject to operational requirements, an employee may be granted leave with pay provided the employee is authorized by the Institute in writing to request such leave, and subject to reimbursement in accordance with Subsection :05(b).
- (b) Where such leave of absence has been granted the Institute shall reimburse the government one hundred percent (100%) of the wages paid to an employee during an approved leave pursuant to Subsection :05(a).

ARTICLE 37 - ASSOCIATION BUSINESS

- 01 Subject to operational requirements, an Engineer may be granted leave of absence with pay for purposes of attending to matters relating to the official business of the Association of Professional Engineers of the Province of Manitoba (A.P.E.G.M.).
- 02 Effective April 1, 2008 the fee associated with registration in the Association of Professional Engineers and Geoscientists of the Province of Manitoba (A.P.E.G.M.) shall be reimbursed to a maximum of five hundred dollars (\$500) per year.

ARTICLE 38 - GENERAL PROVISIONS

- 01 Where the singular and masculine are used in this Agreement, the same shall be construed as meaning the plural or the feminine or the neuter where the context so admits or requires and the converse shall hold as applicable.
- 02 It is understood and agreed between the parties hereto that the provisions of the General Manual of Administration presently in effect and presently applied to Engineers covered by this Agreement will continue and any subsequent variation of same approved by the government will be applied to such Engineers, except with respect to those provisions which have been specifically abridged, or modified by this Agreement. Where there is any conflict between any such provisions and the terms of this Agreement, then the terms of this Agreement shall prevail and govern.

03 Upon written request of an Engineer, the central records file and/or Departmental Personnel file shall be made available once per year for his examination in the presence of a designated authority.

ARTICLE 39 - SEVERANCE PAY

01 In the event of retirement, in accordance with the Civil Service Superannuation Act, or death, Engineers shall receive severance pay as follows:

<u>Length of Accumulated Service</u>	<u>Amount of Severance Pay</u>
0 to 8 years	0 weeks
Greater than 8 years but less than 9 years	1 week per year of Accumulated Service times the portion of one year of Accumulated Service which the employee has acquired in his ninth year of Accumulated Service
9 years or greater	1 week per year of Accumulated Service to a maximum of 15 weeks pay.

02 Where termination is a result of death, the employee's estate shall receive the employee's severance pay.

03 In addition to the severance pay set out on :01, employees who retire in accordance with the provisions of the Civil Service Superannuation Act will also be eligible for severance pay based on one of the following:

<u>Length of Accumulated Service</u>	<u>Additional Amount of Severance Pay</u>
20 years or more	2 weeks OR
25 years or more	4 weeks OR
30 years or more	6 weeks OR
35 years or more	8 weeks.

04 In the event of permanent lay-off, Engineers shall receive severance pay as follows:

<u>Length of Accumulated Service</u>	<u>Amount of Severance Pay</u>
0 to 1 years	1 weeks pay times the portion of one year of Accumulated Service which the employee has acquired in his first year of Accumulated Service
1 year or greater	1 week per year of Accumulated Service to a maximum of 26 weeks pay.

05 The rate of pay referred to under Sections :01 through :04 shall be the last rate of pay in effect for the employee at the time of retirement, permanent lay-off or death.

06 The payment under Sections :01 through :04 hereof shall not be subject to superannuation deductions.

07 An employee who is eligible to receive severance pay in accordance with this Article may elect to receive the severance pay in two (2) equal payments provided both payments occur within the same fiscal year as the effective date of the retirement or permanent lay-off. In the case of severance payable on permanent lay-off, this provision only applies if the employee immediately elects permanent lay-off upon receiving notice of lay-off and waives the right to be placed on the re-employment list.

ARTICLE 40 - SALARIES

01 The salaries payable to Engineers covered by this Agreement shall be as shown in Schedule "A" which is attached hereto and which forms part of this Agreement.

ARTICLE 41 - REMOTENESS ALLOWANCE

01 The Employer shall provide remoteness allowance to Engineers in accordance with Schedule "C" attached hereto and which forms part of this Agreement. It is understood that such allowances are not subject to negotiation between the Employer and the Institute, however, any changes made by the Province of Manitoba to these allowances shall apply mutatis mutandis during the life of this Agreement.

ARTICLE 42 - TRANSPORTATION AND ALLOWANCES

01 The government shall provide travel and related expenses to Engineers as outlined in Schedule "D" and "E" which are attached hereto and which form part of this Agreement.

ARTICLE 43 - DENTAL PLAN

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

(a) effective the first of the month following the date of signing of this Agreement and limited to dental work performed on and after that date, the basis for payment for covered services shall be the 2007 Manitoba Dental Association (MDA) Fee Guide.

(b) the 2008 and 2009 MDA Fee Guides will be implemented effective January 1 of each respective year;

Further adjustments to the applicable Fee Guide will be as established between the Province of Manitoba and the Manitoba Government Employees Union in relation to the bargaining unit covered by the Government Employees Master Agreement.

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

ARTICLE 44 - VISION CARE PLAN

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

- (a) effective the first of the month following the date of signing of this Agreement and limited to vision care services performed on and after that date, the basis of payment for covered services shall be the 2007 Optometric or Ophthalmological Fee Guide;
- (b) the 2008 and 2009 Fee Guides will be implemented effective January 1 of each respective year;

Further adjustments to the applicable Fee Guide will be as established between the Province of Manitoba and the Manitoba Government Employees Union in relation to the bargaining unit covered by the Government Employees Master Agreement.

- (c) changes to the Dental Plan respecting eligibility during Maternity leave and pro-rated family coverage for part-time employees will also apply to the Vision Care Plan;
- (d) part-time employees are eligible for family coverage based on fifty percent (50%) of the annual maximum per claimant.

ARTICLE 45 – DRUG PLAN

01 The parties agree to the continuation of the Drug Care Plan as follows:

- a) Eligibility requirements for employees and dependents will be the same as the Dental Plan;
- b) co-insurance be based on 80% reimbursement;
- c) the maximum payment per contract (family) is six hundred and fifty (\$650) per year.
- d) effective April 1, 2008, the maximum payment per contract (family) is seven hundred dollars (\$700) per year;
- e) part-time employees are eligible for family coverage based on fifty

percent (50%) of the annual maximum per claimant.

02 Other terms and conditions of the Drug Care Plan will be similar to those currently in effect for the Drug coverage provisions of the existing employee-paid Extended Health Benefit (EHB) plan

ARTICLE 46 - AMBULANCE AND HOSPITAL SEMI-PRIVATE PLAN

01 The government agrees to implement an Ambulance and Hospital Semi-Private Plan (AHSP) in accordance with the following:

- (a) premiums will be paid by the government;
- (b) the plan will provide similar benefits to the plan currently provided to employees and their dependants on a voluntary basis;
- (c) eligibility requirements will be the same as those in effect for the Dental Plan.

ARTICLE 47 - LONG TERM DISABILITY INCOME PLAN

01 The government shall continue to provide a Long Term Disability Income Plan for all eligible employees. The Plan shall be modified to reflect any changes to the Plan made by the government.

ARTICLE 48 - RETROACTIVE WAGES

01 Retroactive pay adjustments for the period March 18, 2006 to the date of signing of this Agreement inclusive shall apply to:

- (a) Engineers who are in the employ of the government on the date of the signing of this Agreement;
- (b) Engineers who have left the service during the above-mentioned period by reason of death or, who have retired in accordance with the provisions of the Civil Service Superannuation Act; and
- (c) Engineers who have left the service during the interim period by reason of being laid-off by the employing authority.

02 Upon written request to the employing authority, within sixty (60) days of the date of the signing of this Agreement, retroactive pay adjustments for the period March 18, 2006 to the date of the signing of this Agreement inclusive shall be made to:

(a) Engineers who have voluntarily terminated their services;

(b) Term Engineers laid off at the end of a specific term of appointment or after the completion of the specific job for which they were employed.

ARTICLE 49 - EFFECTIVE DATES OF NEGOTIATED REVISIONS

01 Unless otherwise specified, all negotiated additions, deletions, amendments and/or revisions to this Agreement from the previous Collective Agreement shall become effective the first day of the bi-weekly pay period following the date of signing this Agreement. The parties agree time is of the essence in finalizing a signed Collective Agreement and undertake to prepare and sign the Collective Agreement expeditiously following ratification.

ARTICLE 50 - CHANGE OF WORK HEADQUARTERS

01 Where, as a result of a reorganization of a department or part of a department an Engineer's work headquarters is moved from one city or town to another city or town requiring a change of residence by the Engineer, the Engineer shall be given notice of the move three (3) months in advance of the date upon which the move of the Engineer is to be effected. Such notice shall be provided in writing to the Engineer by the employing authority.

02 An employee must accept or reject relocation within two (2) weeks. Where an employee has accepted relocation, the employee may request that the effective date of the relocation be deferred by up to one (1) month for personal reasons such as the impact on school-age children.

- 03 The parties recognize that it may be necessary to relocate specific employees based on operational needs and the qualifications required at both locations. Where this is not a factor, the department will seek qualified volunteers at the transferring location. Where there are insufficient volunteers, the notice shall be provided to the most junior qualified employee within the classification and work location from which the relocation is to occur. Notwithstanding this process, the original relocation date as established in Section :01 remains unchanged.
- 04 When such notice has been given to an Engineer and the Engineer is unable to relocate, every reasonable effort will be made to place the Engineer in another suitable position within the civil service.
- 05 When an Engineer has accepted relocation involving a change in residence by the Engineer, the Engineer shall be reimbursed for expenses incurred due to the relocation in accordance with existing policy respecting "Expenses of Removal on Transfer".
- 06 Where an employee with one (1) or more years of continuous service is unable to relocate, the employee shall be subject to lay-off. If the employee has not been offered another suitable position within one (1) year from the date of lay-off, the employee shall be permanently laid-off and shall be eligible for severance pay in accordance with Article 39 - Severance Pay.
- 07 For purposes of interpretation of this Article where the term "**suitable position**" is used it means a position which the employee is reasonably qualified for and able to perform and which is in a location that would not require a change of residence by the employee.

ARTICLE 51 - RECLASSIFICATION PROCEDURE

01 An employee who is of the opinion that his or her position is improperly classified may submit an "Employee Originated Request for Reclassification" on a form designated by the Compensation Services, Treasury Board Secretariat for such purposes.

02 Step 1

The employee will submit the request to the departmental Human Resource Director together with the following:

(a) a current position description;

(b) the job classification being requested and reasons why that classification is appropriate;

(c) any other information in support of the request.

The Human Resource Director or designate will have twenty (20) working days following receipt of the request to reply.

Step 2

Where the employee considers the Human Resource Director or designate's reply unsatisfactory or where no reply is received within the prescribed time limits, the employee may forward a copy of the request to the Director of the Compensation Services Branch, Treasury Board Secretariat within ten (10) working days. The Director or designate will respond to the employee within sixty (60) working days following receipt of the request. Should the request be denied, reasons will be provided.

03 Where no reply is received or where the employee considers the response unsatisfactory, the employee may appeal to the Civil Service Commission within twenty (20) working days upon the expiry of the time limits prescribed or on receipt of the decision from the Director or designate.

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

ARTICLE 52 - DEFERRED SALARY LEAVE PLAN (DSLPL)

- 01 The terms and conditions of the Deferred Salary Leave Plan will apply to all employees under this Collective Agreement. Employees may apply to the employing authority to elect to defer salary to be paid during a period of leave of absence, in accordance with the provisions outlined in the Deferred Salary Leave Plan.
- 02 The implementation of the DSLP will become effective the first bi-weekly pay period following the date of notice of a positive tax ruling from Revenue Canada.

ARTICLE 53 - RIGHTS OF STEWARDS

- 01 "**Steward**" means an employee elected or appointed by the Institute who is authorized to represent the Institute, an employee or both.
- 02 The government recognizes the Institute's right to select Stewards to represent employees.
- 03 The Institute shall determine the number of Stewards and the jurisdiction of each Steward having regard to the plan of organization, the distribution of employees at the work place, and the administrative structure implied by the Grievance Procedure.
- 04 The Institute agrees to provide the government with a list of Stewards and any subsequent changes for each work location by department. The Institute shall provide appropriate identification for Stewards.
- 05 Stewards and employees shall not conduct Institute business during their working time.
- 06 The duties of the Stewards shall be to investigate complaints of an urgent nature and to investigate and present grievances in accordance with the Grievance Procedure.

- 07 For complaints of an urgent nature, a Steward shall first obtain the permission of his or her immediate supervisor before leaving work to investigate such complaint with the employee and supervisor or departmental official concerned. Such permission shall not be unreasonably sought or withheld. On resuming his or her normal duties, the Steward shall notify his or her supervisor.
- 08 When it is necessary for a Steward to investigate a complaint or grievance during working hours, no deduction in salary shall be made from the Steward or employee concerned, provided that each has obtained approval from their supervisor(s) for the time required to deal with the complaint or grievance. On resuming their duties, the Steward and employee shall notify their supervisor(s).

IN WITNESS WHEREOF the Parties have hereunto executed this Agreement the date above written.

HER MAJESTY THE QUEEN in right of the Province of Manitoba.

Original signed by The Honourable Greg Selinger

Represented herein by the Minister
Responsible for the Civil Service Act

THE PROFESSIONAL INSTITUTE OF THE PUBLIC
SERVICE OF CANADA (O.P.E.E.P.M.)

Per

Original signed by Michéle Demers

Michéle Demers
President

Original signed by Glenn Cuthbertson

Glenn Cuthbertson
Chair, OPEEPM Group

**Schedule "A" Salary Schedule
Government of Manitoba/Organization of Professional Engineers Employed by the Province of Manitoba
Effective March 18, 2006 to March 16, 2007**

Engineer 1 (EG1)	<u>Step 1</u>	<u>Step 2</u>	<u>Step 3</u>	<u>Step 4</u>	<u>Step 5</u>	<u>Step 6</u>	<u>Step 7</u>	<u>Step 8</u>
Annual	\$33,836	\$35,140	\$36,427	\$37,864	\$39,358	\$40,928	\$42,536	\$44,238
Bi-Weekly	\$1,297.03	\$1,347.05	\$1,396.35	\$1,451.45	\$1,508.73	\$1,568.90	\$1,630.53	\$1,695.78
Hourly	\$17.89	\$18.58	\$19.26	\$20.02	\$20.81	\$21.64	\$22.49	\$23.39

	<u>Step 9</u>	<u>Step 10</u>
Annual	\$46,053	\$48,001
Bi-Weekly	\$1,765.38	\$1,840.05
Hourly	\$24.35	\$25.38

Engineer 2 (EG2)	<u>Step 1</u>	<u>Step 2</u>	<u>Step 3</u>	<u>Step 4</u>	<u>Step 5</u>	<u>Step 6</u>	<u>Step 7</u>	<u>Step 8</u>
Annual	\$46,394	\$48,247	\$50,177	\$52,314	\$54,621	\$56,853	\$59,330	\$60,787
Bi-Weekly	\$1,778.43	\$1,849.48	\$1,923.43	\$2,005.35	\$2,093.80	\$2,179.35	\$2,274.33	\$2,330.15
Hourly	\$24.53	\$25.51	\$26.53	\$27.66	\$28.88	\$30.06	\$31.37	\$32.14

Engineer 3 (EG3)	<u>Step 1</u>	<u>Step 2</u>	<u>Step 3</u>	<u>Step 4</u>	<u>Step 5</u>	<u>Step 6</u>	<u>Step 7</u>	<u>Step 8</u>
Annual	\$49,287	\$51,198	\$53,354	\$55,661	\$57,893	\$60,352	\$63,113	\$65,893
Bi-Weekly	\$1,889.35	\$1,962.58	\$2,045.23	\$2,133.68	\$2,219.23	\$2,313.48	\$2,419.33	\$2,525.90
Hourly	\$26.06	\$27.07	\$28.21	\$29.43	\$30.61	\$31.91	\$33.37	\$34.84

	<u>Step 9</u>
Annual	\$69,468
Bi-Weekly	\$2,662.93
Hourly	\$36.73

Engineer 4 (EG4)	<u>Step 1</u>	<u>Step 2</u>	<u>Step 3</u>	<u>Step 4</u>	<u>Step 5</u>	<u>Step 6</u>	<u>Step 7</u>	<u>Step 8</u>
Annual	\$55,661	\$57,893	\$60,352	\$63,113	\$65,893	\$68,844	\$73,137	\$75,161
Bi-Weekly	\$2,133.68	\$2,219.23	\$2,313.48	\$2,419.33	\$2,525.90	\$2,639.00	\$2,803.58	\$2,881.15
Hourly	\$29.43	\$30.61	\$31.91	\$33.37	\$34.84	\$36.40	\$38.67	\$39.74

Engineer 5 (EG5)	<u>Step 1</u>	<u>Step 2</u>	<u>Step 3</u>	<u>Step 4</u>	<u>Step 5</u>	<u>Step 6</u>	<u>Step 7</u>	<u>Step 8</u>
Annual	\$60,352	\$63,113	\$65,893	\$68,844	\$71,737	\$74,764	\$77,714	\$82,915
Bi-Weekly	\$2,313.48	\$2,419.33	\$2,525.90	\$2,639.00	\$2,749.93	\$2,865.93	\$2,979.03	\$3,178.40
Hourly	\$31.91	\$33.37	\$34.84	\$36.40	\$37.93	\$39.53	\$41.09	\$43.84

	<u>Step 9</u>
Annual	\$84,882
Bi-Weekly	\$3,253.80
Hourly	\$44.88

Environmental Engineer 1 (EE1)

	<u>Step 1</u>	<u>Step 2</u>	<u>Step 3</u>	<u>Step 4</u>	<u>Step 5</u>	<u>Step 6</u>	<u>Step 7</u>	<u>Step 8</u>
Annual	\$33,836	\$35,140	\$36,427	\$37,864	\$39,358	\$40,928	\$42,536	\$44,238
Bi-Weekly	\$1,297.03	\$1,347.05	\$1,396.35	\$1,451.45	\$1,508.73	\$1,568.90	\$1,630.53	\$1,695.78
Hourly	\$17.89	\$18.58	\$19.26	\$20.02	\$20.81	\$21.64	\$22.49	\$23.39
	<u>Step 9</u>	<u>Step 10</u>						
Annual	\$46,053	\$48,001						
Bi-Weekly	\$1,765.38	\$1,840.05						
Hourly	\$24.35	\$25.38						

Environmental Engineer 2 (EE2)

	<u>Step 1</u>	<u>Step 2</u>	<u>Step 3</u>	<u>Step 4</u>	<u>Step 5</u>	<u>Step 6</u>	<u>Step 7</u>	<u>Step 8</u>
Annual	\$49,287	\$51,198	\$53,354	\$55,661	\$57,893	\$60,352	\$63,113	\$65,893
Bi-Weekly	\$1,889.35	\$1,962.58	\$2,045.23	\$2,133.68	\$2,219.23	\$2,313.48	\$2,419.33	\$2,525.90
Hourly	\$26.06	\$27.07	\$28.21	\$29.43	\$30.61	\$31.91	\$33.37	\$34.84
	<u>Step 9</u>							
Annual	\$69,468							
Bi-Weekly	\$2,662.93							
Hourly	\$36.73							

Environmental Engineer 3 (EE3)

	<u>Step 1</u>	<u>Step 2</u>	<u>Step 3</u>	<u>Step 4</u>	<u>Step 5</u>	<u>Step 6</u>	<u>Step 7</u>	<u>Step 8</u>
Annual	\$53,354	\$55,661	\$57,893	\$60,352	\$63,113	\$65,893	\$68,844	\$73,137
Bi-Weekly	\$2,045.23	\$2,133.68	\$2,219.23	\$2,313.48	\$2,419.33	\$2,525.90	\$2,639.00	\$2,803.58
Hourly	\$28.21	\$29.43	\$30.61	\$31.91	\$33.37	\$34.84	\$36.40	\$38.67
	<u>Step 9</u>							
Annual	\$75,161							
Bi-Weekly	\$2,881.15							
Hourly	\$39.74							

Environmental Engineer 4 (EE4)

	<u>Step 1</u>	<u>Step 2</u>	<u>Step 3</u>	<u>Step 4</u>	<u>Step 5</u>	<u>Step 6</u>	<u>Step 7</u>	<u>Step 8</u>
Annual	\$60,352	\$63,113	\$65,893	\$68,844	\$71,737	\$74,764	\$77,714	\$82,915
Bi-Weekly	\$2,313.48	\$2,419.33	\$2,525.90	\$2,639.00	\$2,749.93	\$2,865.93	\$2,979.03	\$3,178.40
Hourly	\$31.91	\$33.37	\$34.84	\$36.40	\$37.93	\$39.53	\$41.09	\$43.84
	<u>Step 9</u>							
Annual	\$84,882							
Bi-Weekly	\$3,253.80							
Hourly	\$44.88							

Schedule "A" Salary Schedule
Government of Manitoba/Organization of Professional Engineers Employed by the Province of Manitoba
Effective March 17, 2007 to March 14, 2008

Step 1 Step 2 Step 3 Step 4 Step 5 Step 6 Step 7 Step 8

Engineer 1 (EG1)

Annual	\$40,266	\$41,666	\$43,122	\$44,616	\$46,167	\$47,774	\$49,439	\$51,160
Bi-Weekly	\$1,543.53	\$1,597.18	\$1,653.00	\$1,710.28	\$1,769.73	\$1,831.35	\$1,895.15	\$1,961.13
Hourly	\$21.29	\$22.03	\$22.80	\$23.59	\$24.41	\$25.26	\$26.14	\$27.05

Engineer 2 (EG2)

Annual	\$51,009	\$52,787	\$54,621	\$56,512	\$58,479	\$60,522	\$62,621	\$64,796
Bi-Weekly	\$1,955.33	\$2,023.48	\$2,093.80	\$2,166.30	\$2,241.70	\$2,320.00	\$2,400.48	\$2,483.85
Hourly	\$26.97	\$27.91	\$28.88	\$29.88	\$30.92	\$32.00	\$33.11	\$34.26

Engineer 3 (EG3)

Annual	\$58,290	\$60,314	\$62,413	\$64,588	\$66,839	\$69,165	\$71,567	\$74,064
Bi-Weekly	\$2,234.45	\$2,312.03	\$2,392.50	\$2,475.88	\$2,562.15	\$2,651.33	\$2,743.40	\$2,839.10
Hourly	\$30.82	\$31.89	\$33.00	\$34.15	\$35.34	\$36.57	\$37.84	\$39.16

Engineer 4 (EG4)

Annual	\$63,075	\$65,269	\$67,539	\$69,884	\$72,305	\$74,820	\$77,430	\$80,116
Bi-Weekly	\$2,417.88	\$2,501.98	\$2,588.98	\$2,678.88	\$2,771.68	\$2,868.10	\$2,968.15	\$3,071.10
Hourly	\$33.35	\$34.51	\$35.71	\$36.95	\$38.23	\$39.56	\$40.94	\$42.36

Engineer 5 (EG5)

Annual	\$71,227	\$73,704	\$76,277	\$78,924	\$81,667	\$84,504	\$87,435	\$90,480
Bi-Weekly	\$2,730.35	\$2,825.33	\$2,923.93	\$3,025.43	\$3,130.55	\$3,239.30	\$3,351.68	\$3,468.40
Hourly	\$37.66	\$38.97	\$40.33	\$41.73	\$43.18	\$44.68	\$46.23	\$47.84

Environmental Engineer 1 (EE1)

Annual	\$40,266	\$41,666	\$43,122	\$44,616	\$46,167	\$47,774	\$49,439	\$51,160
Bi-Weekly	\$1,543.53	\$1,597.18	\$1,653.00	\$1,710.28	\$1,769.73	\$1,831.35	\$1,895.15	\$1,961.13
Hourly	\$21.29	\$22.03	\$22.80	\$23.59	\$24.41	\$25.26	\$26.14	\$27.05

Environmental Engineer 2 (EE2)

Annual	\$58,290	\$60,314	\$62,413	\$64,588	\$66,839	\$69,165	\$71,567	\$74,064
Bi-Weekly	\$2,234.45	\$2,312.03	\$2,392.50	\$2,475.88	\$2,562.15	\$2,651.33	\$2,743.40	\$2,839.10
Hourly	\$30.82	\$31.89	\$33.00	\$34.15	\$35.34	\$36.57	\$37.84	\$39.16

Environmental Engineer 3 (EE3)

Annual	\$63,075	\$65,269	\$67,539	\$69,884	\$72,305	\$74,820	\$77,430	\$80,116
Bi-Weekly	\$2,417.88	\$2,501.98	\$2,588.98	\$2,678.88	\$2,771.68	\$2,868.10	\$2,968.15	\$3,071.10
Hourly	\$33.35	\$34.51	\$35.71	\$36.95	\$38.23	\$39.56	\$40.94	\$42.36

Environmental Engineer 4 (EE4)

Annual	\$71,227	\$73,704	\$76,277	\$78,924	\$81,667	\$84,504	\$87,435	\$90,480
Bi-Weekly	\$2,730.35	\$2,825.33	\$2,923.93	\$3,025.43	\$3,130.55	\$3,239.30	\$3,351.68	\$3,468.40
Hourly	\$37.66	\$38.97	\$40.33	\$41.73	\$43.18	\$44.68	\$46.23	\$47.84

Schedule "A" Salary Schedule
Government of Manitoba/Organization of Professional Engineers Employed by the Province of Manitoba
Effective March 15, 2008 to March 13, 2009

	<u>Step 1</u>	<u>Step 2</u>	<u>Step 3</u>	<u>Step 4</u>	<u>Step 5</u>	<u>Step 6</u>	<u>Step 7</u>	<u>Step 8</u>
Engineer 1 (EG1)								
Annual	\$42,914	\$44,408	\$45,959	\$47,567	\$49,212	\$50,933	\$52,692	\$54,545
Bi-Weekly	\$1,645.03	\$1,702.30	\$1,761.75	\$1,823.38	\$1,886.45	\$1,952.43	\$2,019.85	\$2,090.90
Hourly	\$22.69	\$23.48	\$24.30	\$25.15	\$26.02	\$26.93	\$27.86	\$28.84
Engineer 2 (EG2)								
Annual	\$54,375	\$56,267	\$58,214	\$60,257	\$62,337	\$64,513	\$66,763	\$69,071
Bi-Weekly	\$2,084.38	\$2,156.88	\$2,231.55	\$2,309.85	\$2,389.60	\$2,472.98	\$2,559.25	\$2,647.70
Hourly	\$28.75	\$29.75	\$30.78	\$31.86	\$32.96	\$34.11	\$35.30	\$36.52
Engineer 3 (EG3)								
Annual	\$62,130	\$64,304	\$66,536	\$68,844	\$71,246	\$73,723	\$76,295	\$78,962
Bi-Weekly	\$2,381.63	\$2,465.00	\$2,550.55	\$2,639.00	\$2,731.08	\$2,826.05	\$2,924.65	\$3,026.88
Hourly	\$32.85	\$34.00	\$35.18	\$36.40	\$37.67	\$38.98	\$40.34	\$41.75
Engineer 4 (EG4)								
Annual	\$67,236	\$69,562	\$71,983	\$74,480	\$77,090	\$79,757	\$82,537	\$85,411
Bi-Weekly	\$2,577.38	\$2,666.55	\$2,759.35	\$2,855.05	\$2,955.10	\$3,057.33	\$3,163.90	\$3,274.10
Hourly	\$35.55	\$36.78	\$38.06	\$39.38	\$40.76	\$42.17	\$43.64	\$45.16
Engineer 5 (EG5)								
Annual	\$75,917	\$78,565	\$81,307	\$84,125	\$87,057	\$90,083	\$93,223	\$96,457
Bi-Weekly	\$2,910.15	\$3,011.65	\$3,116.78	\$3,224.80	\$3,337.18	\$3,453.18	\$3,573.53	\$3,697.50
Hourly	\$40.14	\$41.54	\$42.99	\$44.48	\$46.03	\$47.63	\$49.29	\$51.00
Environmental Engineer 1 (EE1)								
Annual	\$42,914	\$44,408	\$45,959	\$47,567	\$49,212	\$50,933	\$52,692	\$54,545
Bi-Weekly	\$1,645.03	\$1,702.30	\$1,761.75	\$1,823.38	\$1,886.45	\$1,952.43	\$2,019.85	\$2,090.90
Hourly	\$22.69	\$23.48	\$24.30	\$25.15	\$26.02	\$26.93	\$27.86	\$28.84
Environmental Engineer 2 (EE2)								
Annual	\$62,130	\$64,304	\$66,536	\$68,844	\$71,246	\$73,723	\$76,295	\$78,962
Bi-Weekly	\$2,381.63	\$2,465.00	\$2,550.55	\$2,639.00	\$2,731.08	\$2,826.05	\$2,924.65	\$3,026.88
Hourly	\$32.85	\$34.00	\$35.18	\$36.40	\$37.67	\$38.98	\$40.34	\$41.75
Environmental Engineer 3 (EE3)								
Annual	\$67,236	\$69,562	\$71,983	\$74,480	\$77,090	\$79,757	\$82,537	\$85,411
Bi-Weekly	\$2,577.38	\$2,666.55	\$2,759.35	\$2,855.05	\$2,955.10	\$3,057.33	\$3,163.90	\$3,274.10
Hourly	\$35.55	\$36.78	\$38.06	\$39.38	\$40.76	\$42.17	\$43.64	\$45.16
Environmental Engineer 4 (EE4)								
Annual	\$75,917	\$78,565	\$81,307	\$84,125	\$87,057	\$90,083	\$93,223	\$96,457
Bi-Weekly	\$2,910.15	\$3,011.65	\$3,116.78	\$3,224.80	\$3,337.18	\$3,453.18	\$3,573.53	\$3,697.50
Hourly	\$40.14	\$41.54	\$42.99	\$44.48	\$46.03	\$47.63	\$49.29	\$51.00

Schedule "A" Salary Schedule
Government of Manitoba/Organization of Professional Engineers Employed by the Province of Manitoba
Effective March 14, 2009 to March 26, 2010

	<u>Step 1</u>	<u>Step 2</u>	<u>Step 3</u>	<u>Step 4</u>	<u>Step 5</u>	<u>Step 6</u>	<u>Step 7</u>	<u>Step 8</u>
Engineer 1 (EG1)								
Annual	\$44,162	\$45,694	\$47,283	\$48,947	\$50,630	\$52,408	\$54,224	\$56,134
Bi-Weekly	\$1,692.88	\$1,751.60	\$1,812.50	\$1,876.30	\$1,940.83	\$2,008.98	\$2,078.58	\$2,151.80
Hourly	\$23.35	\$24.16	\$25.00	\$25.88	\$26.77	\$27.71	\$28.67	\$29.68
Engineer 2 (EG2)								
Annual	\$55,945	\$57,893	\$59,898	\$61,997	\$64,153	\$66,385	\$68,692	\$71,075
Bi-Weekly	\$2,144.55	\$2,219.23	\$2,296.08	\$2,376.55	\$2,459.20	\$2,544.75	\$2,633.20	\$2,724.55
Hourly	\$29.58	\$30.61	\$31.67	\$32.78	\$33.92	\$35.10	\$36.32	\$37.58
Engineer 3 (EG3)								
Annual	\$63,926	\$66,177	\$68,465	\$70,848	\$73,307	\$75,860	\$78,508	\$81,251
Bi-Weekly	\$2,450.50	\$2,536.78	\$2,624.50	\$2,715.85	\$2,810.10	\$2,907.98	\$3,009.48	\$3,114.60
Hourly	\$33.80	\$34.99	\$36.20	\$37.46	\$38.76	\$40.11	\$41.51	\$42.96
Engineer 4 (EG4)								
Annual	\$69,184	\$71,586	\$74,064	\$76,636	\$79,321	\$82,064	\$84,939	\$87,889
Bi-Weekly	\$2,652.05	\$2,744.13	\$2,839.10	\$2,937.70	\$3,040.65	\$3,145.78	\$3,255.98	\$3,369.08
Hourly	\$36.58	\$37.85	\$39.16	\$40.52	\$41.94	\$43.39	\$44.91	\$46.47
Engineer 5 (EG5)								
Annual	\$78,111	\$80,834	\$83,671	\$86,565	\$89,572	\$92,693	\$95,927	\$99,256
Bi-Weekly	\$2,994.25	\$3,098.65	\$3,207.40	\$3,318.33	\$3,433.60	\$3,553.23	\$3,677.20	\$3,804.80
Hourly	\$41.30	\$42.74	\$44.24	\$45.77	\$47.36	\$49.01	\$50.72	\$52.48
Environmental Engineer 1 (EE1)								
Annual	\$44,162	\$45,694	\$47,283	\$48,947	\$50,630	\$52,408	\$54,224	\$56,134
Bi-Weekly	\$1,692.88	\$1,751.60	\$1,812.50	\$1,876.30	\$1,940.83	\$2,008.98	\$2,078.58	\$2,151.80
Hourly	\$23.35	\$24.16	\$25.00	\$25.88	\$26.77	\$27.71	\$28.67	\$29.68
Environmental Engineer 2 (EE2)								
Annual	\$63,926	\$66,177	\$68,465	\$70,848	\$73,307	\$75,860	\$78,508	\$81,251
Bi-Weekly	\$2,450.50	\$2,536.78	\$2,624.50	\$2,715.85	\$2,810.10	\$2,907.98	\$3,009.48	\$3,114.60
Hourly	\$33.80	\$34.99	\$36.20	\$37.46	\$38.76	\$40.11	\$41.51	\$42.96
Environmental Engineer 3 (EE3)								
Annual	\$69,184	\$71,586	\$74,064	\$76,636	\$79,321	\$82,064	\$84,939	\$87,889
Bi-Weekly	\$2,652.05	\$2,744.13	\$2,839.10	\$2,937.70	\$3,040.65	\$3,145.78	\$3,255.98	\$3,369.08
Hourly	\$36.58	\$37.85	\$39.16	\$40.52	\$41.94	\$43.39	\$44.91	\$46.47
Environmental Engineer 4 (EE4)								
Annual	\$78,111	\$80,834	\$83,671	\$86,565	\$89,572	\$92,693	\$95,927	\$99,256
Bi-Weekly	\$2,994.25	\$3,098.65	\$3,207.40	\$3,318.33	\$3,433.60	\$3,553.23	\$3,677.20	\$3,804.80
Hourly	\$41.30	\$42.74	\$44.24	\$45.77	\$47.36	\$49.01	\$50.72	\$52.48

SCHEDULE "B"

SAMPLE LETTER TO BE SENT TO TERM ENGINEERS AT TIME OF HIRE

Date:

Dear _____:

Your term appointment is effective _____ (date) _____ as a
(classification) _____ at _____ (bi-weekly rate of pay) _____. Your term appointment
will expire on _____ (date) _____.

NO FURTHER NOTICE OF THE EXPIRATION DATE OF YOUR TERM
APPOINTMENT SHALL BE PROVIDED EXCEPT FOR CASES OF
LAY-OFF OR TERMINATION PRIOR TO THE EXPIRY DATE OF YOUR
TERM APPOINTMENT.

Yours truly,

SCHEDULE "C"

REMOTENESS ALLOWANCES

1:01 Remoteness Allowances shall be paid to employees subject to the eligibility criteria and conditions laid down in this Article.

1:02 **Eligibility Claim:** A notarized eligibility claim, in a standard format to be determined by the government in accordance with the provisions of this Article for the payment of dependent's or single rate of allowances shall be submitted to the employing authority when first requesting the allowance, and renewed not less frequently than annually thereafter, normally prior to the fiscal year or where any change in dependents claimed arises.

1:03 **Single or Dependent's Allowance:** Subject to Section :05, the Single Allowance will be paid to employees that have established a residence and maintain a home in a location designated as a Remote Location and who are eligible for the payment of a Remoteness Allowance. Claims for Dependent's Allowance will be subject to Sections :04 and :05 and to the following criteria and conditions:

The employee shall be supporting one (1) or more dependents where a dependent includes:

- a) a marital partner living with and dependent on the employee for main and continuing support;
- b) an unmarried child over eighteen (18) years but under twenty-one (21) years if in full time attendance at school or university or similar educational institution;
- c) an unmarried child of any age if physically incapable or mentally disturbed, provided such a child is dependent on the employee for support.

- 1:04 There is a presumption of marriage evidenced by co-habitation. If a marriage contract is not in existence, a common-law arrangement between the marital partners must have been in existence for at least one (1) year prior to the application for Dependent's rate.
- 1:05 Where both marital partners are employees of the Government of Manitoba in any Department, Board, Agency or Commission to which this Agreement, the Government Employees' Master Agreement, or the Civil Service Regulations covering Remoteness Allowances apply, but subject to Section :06 that follows, the Dependent rate shall be paid to one (1) partner only and the other partner will not receive either the Dependent or Single Rate of Remoteness Allowance.
- 1:06 Where both marital partners are employees of the Government of Manitoba in any Department, Board, Agency or Commission to which this Agreement, the Government Employees' Master Agreement, or the Civil Service Regulations covering Remoteness Allowances apply, the Dependent rate will be paid to the permanent employee, if the other partner is temporary or departmental, or the first employee to be hired on a permanent basis, otherwise to the first employee hired. Where specially requested by both employees in writing, the Dependent's rate may be divided and equal amounts (to the nearest cent) paid to each employee.
- 1:07 **Locations and Residence**

The Remoteness Allowance applicable to the location at which the employee has established his residence and maintains a family home is normally that which prevails; since the residence would be within normal daily travel distance to the employee's headquarters. Where there is doubt as to whether the employee's residence is established in relation to his headquarters the location for Remoteness Allowance shall be determined by the employing authority.

Where there is no community in relation to which the employee has a residence for which an allowance can be established, the nearest community to the designated employee's workplace shall be considered to be the location for the allowance.

1:08 **Hourly Rate Personnel & Employees Hired on an "if, as and when" Basis**

Remoteness Allowances are to be determined separately from hourly wage rates. Except for employees hired on an "if, as and when" basis, Remoteness Allowances are to be considered on a daily basis, i.e. 1/10th of the bi-weekly rate, up to the maximum amount for the bi-weekly period, for the following conditions:

- (a) for each day the employee is at work irrespective of the number of hours work; or
- (b) for each day that the employee is recognized as being a "standby".

1:09 **Limitations**

The Remoteness Allowances for the various communities, for Single or Dependent's as indicated, represent a maximum bi-weekly allowance relative to paid employment. They are payable during paid holidays and vacations taken during continued employment, during authorized paid sickness leave during continued employment, and as limited in Section :08 above for hourly-rated employees. They are not payable during periods of absence without pay. They are not included as part of regular earnings.

1:10 **Rates**

The bi-weekly Remoteness Allowances relative to each location at Single and Dependent's rate are shown in the bi-weekly allowances at the end of this Schedule. Communities in an eligible area for which no allowance has been established may be added to the list in accordance with the government formula.

1:11 **Geographic Eligibility**

No location will be included for Remoteness Allowance that is two hundred and fifty (250) kilometres or less from the centre of the metropolitan area of the City of Winnipeg or the City of Brandon, unless that location is a distance of sixty-five (65) kilometres or more by the most direct road to a Provincial Trunk Highway or paved Provincial Road, and the aggregate distance to the highway or paved road and thence to Winnipeg or Brandon totals two hundred (200) or more kilometres. No location having road access and situated south of the fifty-third (53rd) parallel of latitude will be included unless the criterion concerning off-highway access was met.

1:12 **Bunk Houses or Similar Accommodation**

In areas where a Remoteness Allowance has been established, or can be established in relation to a specific community, where employees are provided with living quarters but are not provided board, such employees shall receive twenty-five percent (25%) of the Remoteness Allowance applicable to that community. Where such employees are to be stationed under such conditions in a remote location on a semi-permanent basis (i.e. for a period of three (3) months or more), they shall receive in addition twenty-five percent (25%) of the Remoteness Allowance applicable to that community.

The rates shall be based on the community closest to the location where accommodation is supplied.

Employees stationed in a remote area who are provided with room and board shall not receive any form of living or Remoteness Allowance.

1:13 **No Duplication of Allowances by Reason of Retroactivity**

Any person hitherto entitled to receive an allowance under provisions replaced hereby, in respect of the period during which those provisions were in force and effect, shall be entitled to receive hereunder only the difference, if any, between what he was entitled to receive under those provisions and what he is entitled to receive hereunder.

1:14 A full time employee eligible for remoteness allowance as provided in this schedule shall be eligible, in each fiscal year (April 1 to March 31), to receive up to a maximum of two (2) days travel time without loss of regular pay.

BI-WEEKLY REMOTENESS ALLOWANCES

LOCATION	Effective the 1 st Bi-weekly following		Effective 60 -		Effective		Effective	
	Date of Signing		March 17, 2007		March 15, 2008		March 14, 2009	
	DEPENDENT	SINGLE	DEPENDENT	SINGLE	DEPENDENT	SINGLE	DEPENDENT	SINGLE
Berens River	\$237.61	\$136.22	\$243.55	\$139.63	\$249.63	\$143.12	\$256.87	\$147.27
Bissett	\$157.63	\$93.20	\$161.58	\$95.53	\$165.62	\$97.92	\$170.42	\$100.76
Bloodvein River	\$241.15	\$138.52	\$247.18	\$141.98	\$253.36	\$145.53	\$260.71	\$149.75
Brochet	\$283.82	\$163.43	\$290.92	\$167.51	\$298.19	\$171.70	\$306.84	\$176.68
Churchill	\$229.45	\$139.22	\$235.18	\$142.70	\$241.06	\$146.26	\$248.05	\$150.50
Cormorant	\$133.98	\$85.42	\$137.33	\$87.56	\$140.76	\$89.75	\$144.84	\$92.35
Cranberry Portage	\$114.79	\$72.33	\$117.66	\$74.14	\$120.60	\$76.00	\$124.10	\$78.20
Crane River	\$141.41	\$102.76	\$144.94	\$105.33	\$148.57	\$107.96	\$152.88	\$111.09
Cross Lake	\$255.47	\$147.69	\$261.86	\$151.38	\$268.40	\$155.17	\$276.19	\$159.67
Dauphin River (Anama Bay)	\$158.49	\$112.46	\$162.45	\$115.27	\$166.51	\$118.16	\$171.34	\$121.58
Easterville	\$117.20	\$73.99	\$120.13	\$75.84	\$123.13	\$77.74	\$126.70	\$80.00
Flin Flon	\$99.93	\$61.79	\$101.82	\$63.33	\$104.36	\$64.91	\$107.39	\$66.80
Gillam	\$204.11	\$123.50	\$209.21	\$126.59	\$214.44	\$129.75	\$220.66	\$133.52
God's Lake Narrows	\$281.52	\$161.84	\$288.55	\$165.88	\$295.77	\$170.03	\$304.35	\$174.96
God's River	\$285.18	\$164.33	\$292.30	\$168.44	\$299.61	\$172.65	\$308.30	\$177.65
Grand Rapids	\$113.94	\$70.45	\$116.79	\$72.21	\$119.71	\$74.01	\$123.18	\$76.16
Ilford	\$304.95	\$174.56	\$312.57	\$178.92	\$320.39	\$183.39	\$329.68	\$188.71
Island Lake/ Garden Hill	\$262.28	\$149.82	\$268.83	\$153.57	\$275.55	\$157.41	\$283.55	\$161.97
Jen Peg	\$186.26	\$111.36	\$190.92	\$114.14	\$195.69	\$116.99	\$201.37	\$120.39
Lac Brochet	\$309.30	\$177.43	\$317.04	\$181.86	\$324.96	\$186.41	\$334.39	\$191.82
Leaf Rapids	\$157.55	\$97.79	\$161.49	\$100.23	\$165.53	\$102.74	\$170.33	\$105.71
Little Grand Rapids	\$252.78	\$143.35	\$259.09	\$146.93	\$265.57	\$150.60	\$273.27	\$154.97
Lynn Lake	\$162.70	\$98.51	\$166.77	\$100.98	\$170.93	\$103.50	\$175.89	\$106.50
Manitogagan	\$157.63	\$93.20	\$161.58	\$95.53	\$165.62	\$97.92	\$170.42	\$100.76
Matheson Island	\$160.69	\$113.96	\$164.71	\$116.81	\$168.82	\$119.73	\$173.72	\$123.20
Moose Lake	\$170.15	\$105.19	\$174.40	\$107.82	\$178.76	\$110.51	\$183.95	\$113.72
Negginan/ Poplar Point	\$241.58	\$138.94	\$247.62	\$142.41	\$253.81	\$145.97	\$261.17	\$150.21
Nelson House	\$173.95	\$106.22	\$178.30	\$108.88	\$182.76	\$111.60	\$188.06	\$114.83
Norway House	\$227.25	\$129.94	\$232.93	\$133.19	\$238.76	\$136.52	\$245.68	\$140.48
Oxford House	\$276.15	\$157.98	\$283.05	\$161.93	\$290.13	\$165.98	\$298.54	\$170.79
Pikwitonie	\$222.78	\$133.43	\$228.35	\$136.77	\$234.06	\$140.19	\$240.85	\$144.26
Pukatawagan	\$183.58	\$112.76	\$188.17	\$115.58	\$192.87	\$118.47	\$198.46	\$121.90
Red Sucker Lake	\$280.05	\$160.63	\$287.05	\$164.64	\$294.23	\$168.76	\$302.76	\$173.65
St. Therese Point	\$262.28	\$149.82	\$268.83	\$153.57	\$275.55	\$157.41	\$283.55	\$161.97
Shamattawa	\$299.71	\$174.03	\$307.20	\$178.39	\$314.88	\$182.85	\$324.01	\$188.15
Sherridon	\$181.43	\$111.29	\$185.96	\$114.08	\$190.61	\$116.93	\$196.14	\$120.32
Snow Lake	\$136.30	\$84.72	\$139.71	\$86.83	\$143.20	\$89.01	\$147.36	\$91.59
Southern Indian Lake	\$288.69	\$166.51	\$295.91	\$170.67	\$303.31	\$174.94	\$312.10	\$180.01
Split Lake	\$300.35	\$171.43	\$307.85	\$175.72	\$315.55	\$180.11	\$324.70	\$185.33
Tadoule Lake	\$314.05	\$180.78	\$321.90	\$185.30	\$329.95	\$189.93	\$339.52	\$195.44
The Pas	\$93.22	\$56.97	\$95.55	\$58.39	\$97.94	\$59.85	\$100.78	\$61.59
Thicket Portage	\$222.30	\$133.09	\$227.86	\$136.41	\$233.56	\$139.82	\$240.33	\$143.88
Thompson	\$148.41	\$104.26	\$152.12	\$106.87	\$155.92	\$109.54	\$160.44	\$112.72
Wabowden	\$190.47	\$129.98	\$195.23	\$133.23	\$200.11	\$136.56	\$205.91	\$140.52
Waterhen	\$117.67	\$73.60	\$120.61	\$75.43	\$123.63	\$77.32	\$127.21	\$79.56
York Landing	\$302.97	\$176.46	\$310.54	\$180.88	\$318.31	\$185.40	\$327.54	\$190.77

SCHEDULE "D"

PRIVATELY OWNED VEHICLES

1:01 **Reimbursement Rates**

An allowance for the use of a privately owned vehicle, for travel on government business, when authorized by a branch head, shall be paid in accordance with the location of the employee's residence as follows:

<u>For Employees Resident</u>	<u>South of 53</u>	<u>North of 53</u>
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(a) distance up to 10,000 kilometres per year

January 1, 2007	\$0.384/km	\$0.428/km
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April 1, 2007	\$0.394/km	\$0.438/km
---------------	------------	------------

(b) distance over 10,000 kilometres per year

January 1, 2007	\$0.307/km	\$0.339/km
-----------------	------------	------------

April 1, 2007	\$0.317/km	\$0.349/km
---------------	------------	------------

(c) the use of a privately owned motorcycle, when authorized by a branch head, shall be reimbursed at the following rates:

January 1, 2007	\$0.196/km	\$0.219/km
-----------------	------------	------------

April 1, 2007	\$0.206/km	\$0.229/km
---------------	------------	------------

(d) distance is that accumulated in the fiscal year – April 1 to March 31

EFFECTIVE APRIL 1, 2008

(a) distance up to 11,000 kilometres per year \$0.397/km \$0.441/km

(b) distance over 11,000 kilometres per year \$0.320/km \$0.352/km

(c) the use of a privately owned motorcycle, when authorized by a branch head, shall be reimbursed at the following rates:

\$0.209/km	\$0.232/km
------------	------------

(d) distance that is accumulated in the fiscal year – April 1 to March 31.

EFFECTIVE APRIL 1, 2009

- (a) distance up to 11,000 kilometres per year \$0.40/km \$0.444/km
- (b) distance over 11,000 kilometres per year \$0.323/km \$0.355/km
- (c) the use of a privately owned motorcycle, when authorized by a branch head, shall be reimbursed at the following rates:

\$0.212/km \$0.235/km
- (d) distance that is accumulated in the fiscal year – April 1 to March 31.

1:02 The above allowance covers all costs relative to the operation of the vehicle except bridge, ferry or highway tolls and parking, as authorized, which may be claimed as incurred.

1:03 **Residence to Work Location**

- (a) Transportation of an employee between the employee's residence and headquarters may not be claimed except where the employee has been called back to return to work:
 - i) outside of the employee's normal hours on the employee's regular working day or shift; or
 - ii) on the employee's day of rest;
- (b) where an employee is assigned to a beat, patrol area, territory or work location which is outside the headquarters area to which the employee would otherwise relate, the additional distance to travel to that beat, patrol area, territory or work location over that which would otherwise be incurred in travel from the employee's residence to the employee's headquarters may be claimed.

1:04 **Special Areas**

When authorized by a branch head, the use of a privately owned vehicle for travel on government business in the vicinity of towns which are in those areas covered by remoteness allowances and which also do not have road access to a provincial trunk highway, will be paid for at the following rate:

January 1, 2007	\$19.34 per day plus \$0.248/km
April 1, 2007	\$19.34 per day plus \$0.258/km
April 1, 2008	\$19.34 per day plus \$0.261/km
April 1, 2009	\$19.34 per day plus \$0.264/km

1:05 The official rates throughout these Articles are those expressed in kilometres and cents per kilometer. An employee converting mileage to kilometres for the purpose of filing a claim should multiply the total number of miles at the end of the month or expense claim period by one and six-tenths ($1 \frac{6}{10}$). The resultant figure should be rounded to the nearest kilometre.

BUSINESS INSURANCE

2:01 Employees shall be reimbursed for the additional cost of business rate insurance above that required for the all purpose rate, or pleasure use rate for a truck, when use of the vehicle will exceed one thousand six hundred and nine (1,609) kilometres on government business in the insurance year.

SCHEDULE "E"

MEALS AND MISCELLANEOUS EXPENSES

MEALS - ELIGIBILITY FOR CLAIMS

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

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

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

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

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

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

- (a) the employee is in travel status; or
- (b) the employee has been travelling on government business and not expected to arrive back to the employee's residence before 7:30 p.m. were a meal break not taken.

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

MEAL EXPENSES - TRAVEL WITHIN THE PROVINCE

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

(a) in area covered by remoteness allowance:

	<u>Individual Meals</u>			
	<u>Breakfast</u>	<u>Lunch</u>	<u>Supper</u>	<u>PerDiem</u>
January 1, 2007	\$7.10	\$9.10	\$16.65	\$32.85
April 1, 2007	\$7.35	\$9.35	\$16.90	\$33.60

(b) in all other areas:

	<u>Individual Meals</u>			
	<u>Breakfast</u>	<u>Lunch</u>	<u>Supper</u>	<u>PerDiem</u>
January 1, 2007	\$6.60	\$8.60	\$15.45	\$30.65
April 1, 2007	\$6.85	\$8.85	\$15.70	\$31.40

Future increases shall be as established between the Province of Manitoba and the Manitoba Government Employees Union as it applies to the bargaining unit covered by the Government Employees Master Agreement.

2:02 For each full day in travel status an eligible employee may claim the Per Diem Allowance in lieu of individual meal claims to cover the cost of purchased meals.

2:03 Where no overnight accommodation is involved only the , appropriate individual expenses under Section :01 may be claimed.

2:04 Where a single price or flat rate is charged for meals by the supplier and no other reasonable alternative in the location is available (which may occur in some remote or isolated communities), actual meal expenses exceeding the above maxima may be claimed if supported by a receipt.

MEAL ALLOWANCES DURING OVERTIME WORK

3:01 Extension of Working Day

Where an employee's working day has been extended beyond the standard working day or shift at the normal place of work by EITHER –

- (a) at least two (2) hours, exclusive of a dinner or supper break, a meal allowance shall be paid at \$4.55 per day effective January 1, 2007; and \$4.80 effective April 1, 2007.

Future increases shall be as established between the Province of Manitoba and the Manitoba Government Employees Union as it applies to the bargaining unit covered by the Government Employees Master Agreement.

- (b) at least three and a half (3 1/2) hours, exclusive of a dinner or supper break, an allowance equivalent to that payable for "Luncheon" in the appropriate area as shown in Article 2 - Meal Expenses - Travel Within The Province, shall be paid.

3:02 To qualify for the above, employees in the category of office personnel must have been at work on the day for which the allowance is claimed for a total (exclusive of lunch or dinner/supper periods) of not less than:

- (a) nine and one-quarter (9 1/4) hours; or
- (b) ten and three-quarters (10 3/4) hours.

3:03 An employee in travel status is not entitled to either of the above allowances.

3:04 Special Emergencies

Where special circumstances arise, i.e. flood control, fire duties, etc. and an employee is required to work extended hours in connection with that emergency, with the authority of the branch head, the employee may claim the cost of purchased meals appropriate to the period worked, as provided for under Article 2 - Meals Expenses - Travel Within The Province.

MEAL ALLOWANCES FOR FIELD OPERATIONS

4:01 Where an employee is engaged on field or construction operations outside the employee's headquarters area and provided that:

- (a) the employee is not supplied with rations; or
- (b) a meal or meals is not supplied at a charge or otherwise from a field kitchen or similar facility; or
- (c) arrangements have not been made by the department or agency for group meals or meals by contract at a restaurant, café or other facility;

an allowance to cover the cost of preparing meals away from home or taking prepared meals shall be paid as follows:

	<u>Individual Meals</u>			
	<u>Breakfast</u>	<u>Lunch</u>	<u>Supper</u>	<u>PerDiem</u>
January 1, 2007	\$5.75	\$6.15	\$9.65	\$22.05
April 1, 2007	\$6.00	\$6.65	\$10.15	\$22.80

In all other areas:

	<u>Individual Meals</u>			
	<u>Breakfast</u>	<u>Lunch</u>	<u>Supper</u>	<u>PerDiem</u>
January 1, 2007	\$5.50	\$6.05	\$9.30	\$20.85
April 1, 2007	\$5.75	\$6.30	\$9.55	\$21.60

Future increases shall be as established between the Province of Manitoba and the Manitoba Government Employees Union as it applies to the bargaining unit covered by the Government Employees Master Agreement.

4:02 The above allowance will universally be used where the department provides cooking or eating facilities in a caboose, trailer or other suitable accommodation. Where no such cooking or eating facilities are available, and provided that commercial facilities for purchase of cooked meals are in the vicinity of the field or construction operations, such employee is eligible to claim individual meal expenses as provided under Article 2 - Meal Expenses - Travel Within The Province.

INCIDENTALS ALLOWANCE

5.01 An employee who is in travel status may claim an incidentals allowance for each night of:

- (a) commercial accommodation
 - January 1, 2007 Four dollars and thirty cents (\$4.30)
 - April 1, 2007 Four dollars and sixty cents (\$4.60)
- (b) non-commercial accommodation:
 - January 1, 2007 Two dollars and ninety cents (\$2.90)
 - April 1, 2007 Three dollars and twenty cents (\$3.20)

Future increases shall be as established between the Province of Manitoba and the Manitoba Government Employees Union as it applies to the bargaining unit covered by the Government Employees Master Agreement.

5:02 The incidentals allowance covers reimbursement for all incidental expenses except as provided in Article 7 - Miscellaneous Expenses During Travel.

MISCELLANEOUS EXPENSES DURING TRAVEL

6:01 **Gratuities**

No gratuities may be claimed. Allowance is made for these in either the individual meal allowances, the per diem allowances, or as part of the claim for meals during travel outside the province.

6:02 **Laundry**

- (a) Laundry charges must be supported by receipts and may only be claimed where the employee is travelling on government business and overnight away-from-home accommodation is involved for a period in excess of four (4) consecutive nights;
- (b) no claim may be made where special reimbursement arrangements have been made, such as a weekly or monthly allowance for living costs.

6:03 **Parking**

- (a) An employee may claim parking expenses as follows:
 - i) short-term parking, when the employee is away from the workplace; and
 - ii) overnight parking where it is not provided with accommodation;

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

6:04 **Telephone and Telegram**

- a. Charges for telephone calls and telegrams necessary for business purposes may only be claimed when they are supported by a listing of the person telephoned or telegraphed and the city or town involved;

- (b) an employee is entitled to claim the cost of long distance telephone calls up to a maximum of four dollars and fifty cents (\$4.50) for each period of three (3) consecutive nights away from the employee's residence on government business and overnight accommodation is involved.

TRAVEL STATUS - RETURN HOME OVER A WEEKEND

- 7:01 Provided that work schedules permit, an employee in travel status may return home over a weekend and shall be reimbursed travel expenses in an amount not exceeding the cost of maintaining the employee in travel status over the weekend.
- 7:02 If travel is by government vehicle this cost should be evaluated at the per kilometer rate applicable for personal distance travelled for that class of vehicle.

ACCOMMODATIONS

- 8:01 Employees travelling on government business are entitled to standard hotel room accommodation with a bath when available.
- 8:02 The type, standard and cost of accommodation, and the period for which such costs may be allowed shall, in the opinion of the branch head, be reasonable considering all relevant circumstances.
- 8:03 No accommodation expenses are claimable when the government provides a caboose, trailer or other suitable accommodation.

DEFINITIONS

- 9:01 "**travel status**" means absence of the employee from the employee's headquarters area on government business involving travel and accommodation with the approval of the branch head.
- 9:02 "**headquarters area**" means:
- (a) a metropolitan or urban area of not less than twenty-four (24) kilometres (15 miles) in diameter;
 - (b) a patrol area or territory of comparable size to a metropolitan area;
 - (c) In all other cases, an area twenty-four (24) kilometres (15 miles) around the employee's headquarters.
- 9:03 "**employee's headquarters**" means the workplace where the employee is normally stationed or required to use as the employee's base of operations on a continuing basis in relation to which the employee has established a residence.
- 9:04 "**field operations**" means activities carried out away from a permanent work location.

FLEXIBLE HOURS GUIDELINES

REFERENCE ARTICLE 16:03

A division or branch within a department may, subject to the approval of the employing authority, determine the most suitable arrangements of hours of work for "office" employees in accordance with the following guidelines:

- a) The office must remain open during the hours 8:30 a.m. to 4:30 p.m. with an extension to 5:00 p.m. where it is deemed necessary to provide service to the public.
- b) Variations in employees' hours of work may occur as a result of staggered starting or finishing times or an alteration in the time allowed for lunch.
- c) The earliest starting time is 7:30 a.m., the latest finishing time is 6:00 p.m., and the minimum allowable lunch period is forty-five (45) minutes.
- d) Varied starting or finishing times must comprise a minimum of thirty (30) minutes prior to or after normal office hours.
- e) Service to the public must not be downgraded by the change in hours.
- f) Employees must work seven and one-quarter ($7\frac{1}{4}$) hours per day and thirty-six and one-quarter ($36\frac{1}{4}$) hours per week exclusive of lunch periods.
- g) All employees must be present at work during a core period of 10:00 a.m. to 3:00 p.m., less lunch periods.
- h) The normal work week continues to be Monday to Friday inclusive.

MEMORANDUM OF AGREEMENT
between the
PROVINCE OF MANITOBA
and the
PROFESSIONAL INSTITUTE OF THE
PUBLIC SERVICE OF CANADA

in respect of the

ORGANIZATION OF PROFESSIONAL ENGINEERS
EMPLOYED BY THE PROVINCE OF MANITOBA
(O.P.E.E.P.M.)

**RE: JOINT CONSULTATION COMMITTEE
TERMS OF REFERENCE**

1. The purpose of the Joint Consultation Committee is to provide a forum for discussion between the Province of Manitoba and the Professional Institute of the Public Service of Canada on matters of common interest and to facilitate the discussion of issues raised by either party which affect provincial government employees represented by the Institute.
2. The Committee shall attempt to resolve issues raised by either party.
3. The Committee shall be composed of a reasonable number of representatives of the Province of Manitoba and of the Professional Institute, such number not to exceed five (5) representatives per side unless otherwise agreed.
4. The Committee shall meet as requested by either party.

Signed on behalf of The Professional
Institute of the Public Service of Canada

Signed on behalf of the
Province of Manitoba

Original Signed by Joe Ahrens
Joe Ahrens

Original Signed by Wesley Emerson
Wesley Emerson

March 16, 2007
Date

MEMORANDUM OF AGREEMENT

between the

PROVINCE OF MANITOBA

And

THE PROFESSIONAL INSTITUTE OF THE PUBLIC SERVICE OF
CANADA

In respect of the

ORGANIZATION OF PROFESSIONAL ENGINEERS
EMPLOYED BY THE PROVINCE OF MANITOBA
(O.P.E.E.P.M.)

RE: HEALTH SPENDING ACCOUNT (HSA)

The parties agree to the establishment of a Health Spending Account for permanent full- and part-time employees within the following parameters:

- The Health Spending Account shall apply to permanent full and part-time employees on staff as of January 1, 2005.
- The HSA shall become applicable to claims for allowable expenses (as determined by the account plan) incurred commencing January 1, 2005. Eligible expenses include professional medical services, dental services, prescription drugs, eye glasses, etc. that are considered tax deductible by Revenue Canada but are not covered by any other plan.
- Effective January 1, 2007, maximum claims shall be \$300/year per full-time employee and \$150/year per part-time employee.
- Effective January 1 2008, and applicable to permanent full and part-time employees on staff as of January 1, 2008, maximum claims shall be increased to \$350/year per full-time employee and \$175/year per part-time employee.

- There is no carryover of HSA dollars from one year to the next, but an employee can carry forward claims for up to one year. i.e. a full-time employee had \$330 in claims in the first year. The employee can claim the \$300 and carry forward the additional \$30 in claims for up to one year.

Province of Manitoba
(OPEEPM)

The Professional Institute

Original Signed by Wesley Emerson
Wesley Emerson

Original Signed by Joe Ahrens
Joe Ahrens

March 16, 2007
Date

LETTER OF INTENT

between the

PROVINCE OF MANITOBA

and the

PROFESSIONAL INSTITUTE OF THE
PUBLIC SERVICE OF CANADA

in respect of the

ORGANIZATION OF PROFESSIONAL ENGINEERS
EMPLOYED BY THE PROVINCE OF MANITOBA
(O.P.E.E.P.M.)

Subject: CARRY-OVER OF VACATION CREDITS TO RETIREMENT

This letter confirms that, effective April 1, 2004 the Employer's policy respecting the carryover of vacation credits to retirement will be amended to allow banking of vacation credits to commence up to five years prior to the employee's retirement date. The letter will confirm that the following conditions apply:

- An employee must provide a retirement date in writing to the Employer.
- Only a maximum of one year's vacation credits may be carried forward from one vacation year to the next.
- An employee may only cash-out a maximum of fifty (50) days of vacation credits upon retirement.

Signed on behalf of the Province of Manitoba

Original Signed by Wesley Emerson
Wesley N. Emerson

March 16, 2007
Date

LETTER OF INTENT

between the

PROVINCE OF MANITOBA

and the

PROFESSIONAL INSTITUTE OF THE
PUBLIC SERVICE OF CANADA

in respect of the

ORGANIZATION OF PROFESSIONAL ENGINEERS
EMPLOYED BY THE PROVINCE OF MANITOBA
(O.P.E.E.P.M.)

Subject: Employee Paid Parking

The employer commits that the central serviced parking rate (currently \$40.00/month) shall not be adjusted by more than \$2.00/month effective March 17, 2007; \$2.00/month effective March 15, 2008 and \$2.00/month effective March 14, 2009. All other parking rates shall be adjusted on a pro-rated basis and rounded to the nearest \$0.25. The Employer further commits that there will be no further rate adjustments to the parking rates during the life of the Collective Agreement.

Signed on behalf of the Province of Manitoba

Original Signed by Wesley Emerson
Wesley N. Emerson

March 16, 2007
Date