

Settlement Package Proposal

August 31, 2023

BETWEEN

Government of Manitoba

(hereinafter referred to as the “Employer”)

and

Manitoba Government and General Employees’ Union

(hereinafter referred to as the “Union”)

This is presented on a without prejudice basis except for the Employer’s interpretation of existing collective agreement language which is made on a without precedent or prejudice basis.

The Employer reserves the right to add items to this proposal package or to withdraw, amend, or otherwise alter its existing proposals in an effort to conclude a renewed collective agreement.

New language or additions are generally indicated in **bold**.

Errors and Omissions Excepted

***Previously Agreed to Items form part of the package**

****Anything not previously agreed to is considered withdrawn**

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

Employer’s Settlement Package Proposal – August 31, 2023

Duration: Four (4) years

Year 1: March 25, 2023 – March 22, 2024

Year 2: March 23, 2024 to March 21, 2025

Year 3: March 22, 2025 – March 20, 2026

Year 4: March 21, 2026 to March 26, 2027

Total Monetary Package of 16.2%.

<i>Arbitration on GWIs - 2% / Year Guaranteed</i>	8.0%
<i>Special Adjustment Fund</i>	2.5%
<i>Signing Bonus (Full-Time:\$1800; Part-Time:\$900)</i>	2.7%
<i>Benefit Improvements</i>	2.5%
<i>Premiums / Allowances Improvements</i>	0.5%
Total	16.2%

General Wage Increases

General Wage increases for each of the four years of the Collective Agreement effective March 25, 2023 – March 26, 2027 shall be determined through voluntary binding interest arbitration, without the need for qualifying strike action.

The Employer commits that its position on general wage increases will be 2% in all four years at such interest arbitration.

The parties shall mutually agree on the arbitrator and the Employer is prepared to meet and set dates for such interest arbitration as soon as an agreement on the terms and conditions of the new collective agreement is reached.

Year 1: March 25, 2023 – March 22, 2024 2%

Year 2: March 23, 2024 - March 21, 2025 2%

Year 3: March 22, 2025 – March 20, 2026 2%

Year 4: March 21, 2026 - March 26, 2027 2%

Signing Bonus (upon ratification)

- **FT: \$1,800** (2.7% based on average salary of \$67,000)
- **PT: \$900** (1.34% based on average salary of \$67,000)

Special Adjustments Fund: Memorandum of Agreement (MOA) (see next page for the terms of the MOA)

The total of all allocations will not exceed **\$18.4M** (2.5% of payroll) and will be distributed equally in the following manner:

- **March 25, 2023: Year 1: \$4.6M**
- **March 23, 2024: Year 2: \$4.6M**
- **March 22, 2025: Year 3: \$4.6M**
- **March 21, 2026: Year 4: \$4.6M**

MEMORANDUM OF AGREEMENT

SUBJECT: Special Adjustment Fund Process 2023-2027 Government Employees' Master Agreement (GEMA)

Whereas the parties have concluded negotiations of the March 25, 2023 to March 26, 2027 GEMA and;

- subject to signing of that collective agreement and;
- for the purposes of this memorandum the Government has agreed to allocate **2.5%** of the 2022/23 base payroll to jointly address issues related to recruitment and/or retention, wage compressions, wage inversions, special market adjustments, allowances, qualification pay, and eligibility for overtime for classifications that are currently eligible for compensatory leave.

The total Special Adjustment Fund will not exceed **\$18.4M** (2.5% of payroll) and will be distributed equally in the following manner, up to the amounts listed below:

- **March 25, 2023: Year 1: \$4.6M**
- **March 23, 2024: Year 2: \$4.6M**
- **March 22, 2025: Year 3: \$4.6M**
- **March 21, 2026: Year 4: \$4.6M**

The parties hereto agree as follows:

1. Commencing November 1, 2023 the special adjustment fund process for fiscal 2023/24 is based on the priority recruitment and retention classification list as identified by both parties and shall be negotiated before January 31, 2024. By agreement, the parties can determine an allocation up to \$4.6M to be effective March 25, 2023.
2. The parties will determine the remaining special adjustment fund in the following manner:
 - a. Commencing February 1, 2024 the special adjustment fund process is based on the priority recruitment and retention classification list as identified by both parties shall be negotiated before April 1, 2024. By agreement, the parties can determine an allocation up to \$4.6M to be effective March 23, 2024;
 - b. Commencing October 1, 2024 the special adjustment fund is based on the priority recruitment and retention classification list as identified by both parties shall be negotiated before January 31, 2025. By agreement, the parties can determine an allocation up to \$4.6M to be effective March 22, 2025; and

- c. Commencing October 1, 2025 the special adjustment fund is based on the priority recruitment and retention classification list as identified by both parties shall be negotiated before January 31, 2025. By agreement, the parties can determine an allocation up to \$4.6M to be effective March 21, 2026;

For further clarity, the Arbitrator shall not be obligated to distribute the entirety of any remaining funds. In the event that the Arbitrator finds that the criteria listed in subsections a, b and/or c do not justify a special adjustment to any particular classification, the Arbitrator shall not be compelled to award a special adjustment.

3. The parties can determine and allocate the funds as identified above for special adjustments for any of the classifications identified through the process, or any classifications that, as a result of a special adjustment, creates an inversion between direct reporting relationships.
4. The parties may, by mutual agreement, negotiate a process different than that noted herein.
5. In the event that the parties are unable to agree on the allocation of the special adjustment funds; and subject to any remaining special adjustment funds from the processes identified above, the parties agree to appoint an Arbitrator, or any other person agreed to by the parties, as sole arbitrator responsible for the allocation of remaining funds to specific classifications that have not received an allocation from the special adjustment fund.

The arbitrator shall be restricted to the remaining available fund allocation. The decision of the arbitrator shall be final and binding on the parties. Once the agreed to fund allocation for special adjustment or allowance is exhausted, the process is terminated and no further special adjustments will be made. The effective date of any special adjustments funds provided by this process as outlined above.

Furthermore, the arbitrator shall be restricted to the following criteria:

- a. Recruitment and retention patterns during the preceding years,
 - b. Wage inversions between direct reporting relationships; and
 - c. Any other criteria as mutually agreed between the parties.
6. Each party shall be responsible for its own incurred expenses. Expenses and fees of the arbitrator shall be shared equally by the parties. These costs will not be charged against the Special Adjustment Fund Allocation.

***Benefits for Part Time (PT) are amended from 50% of Full Time (FT) maximum to 60% of FT maximum**

Article 40 - Dental

- **Increase maximum** amount per eligible person for combined Basic, Major, and Orthodontic services is as follows:
 - **FT:** from \$1475 to **\$1575 (6.8%)**
 - **PT:** from \$738 to **\$945* (28%)**

- **Increase lifetime maximum for orthodontic services** as follows:
 - **FT:** from \$1675 to **\$1800 (7.5%)**
 - **PT:** from \$838 to **\$1080* (28.9%)**

Article 41 - Vision

- **Increase maximum for:**
 - **FT:** from \$275 to **\$350 (27.3%)**
 - **PT:** from \$137.50 to **\$210* (52.7%)**

Article 42 – Drug Plan

- **Increase maximum for:**
 - **FT:** from \$800 to **\$900 (12.5%)**
 - **PT:** from \$400 to **\$540* (35%)**

Article 59 - Shift Premium

- 59:01 effective March 25, 2023, increase from \$12.80 to **\$13.70 (7%)**
- 59:03 effective March 25, 2023 increase from \$19.20 to **\$20.10 (4.7%)**

MOA#8 - Health Spending Account

- FT: Increase from \$850 to **\$950 (11.8%)**
- PT: Increase from \$425 to **\$570* (34.1%)**

Two (2) Wellness Days

- Two (2) Wellness Days per fiscal year (not to be accrued from one year to the next);
- To be taken out of Sick leave bank so long as a minimum of 12 days is maintained in the sick leave bank.

Memorandum of Agreement:

1. Legal Indemnification (NEW)

Criminal Liability

~~xx:01 If a criminal action, including an offence under The Highway Traffic Act (“Highway Traffic offence”), is commenced against any employee covered by this Agreement,~~ **If an employee covered by this Agreement is charged with an offence under the Criminal Code of Canada or The Highway Traffic Act (Manitoba),** which ~~action~~ arises out of such employee’s actions while in the good faith performance of their duties and provided such actions do not constitute a gross disregard or neglect of their duties as an employee, then:

- (a) the employee, upon being charged with a criminal offence, or upon receipt of notification of the commencement of any criminal action being commenced against them or upon the Highway Traffic offence being commenced against them, shall advise the government through the deputy minister of the department, of any such criminal proceedings as soon as reasonably practicable;
- (b) the government shall pay all reasonable legal fees and disbursements of defending the employee against the criminal charge or Highway Traffic offence; and/or
- (c) the government shall pay any sum required to be paid by such employee **as a fine or penalty** in connection with the ~~settlement~~ **resolution** of a Highway Traffic offence if ~~settlement~~ **resolution** is approved by the government through the deputy minister before the same is finalized; and
- (d) ~~the employee shall have the sole right to retain and instruct private legal counsel.~~ Upon the employee notifying the government in accordance with Clause XX(a) above, the government and the **Union and** employee shall forthwith meet and appoint counsel that is mutually agreeable to both parties. Should the parties be unable to agree upon counsel that is satisfactory to both parties, then the employee may unilaterally appoint legal counsel subject to the following conditions:
 - i. the legal counsel must be entitled to practice law in the Province of Manitoba and be in good standing with the Law Society of Manitoba;
 - ii. the legal counsel must be qualified and competent to practice law in the area of criminal defence;
 - iii. reasonable legal fees and disbursements shall be paid by the Employer subject to the conditions below:
 - (a) prior approval of the Employer shall be sought, and shall not be unreasonably withheld, for disbursements including but not limited to fees for transcripts, travel expenses for counsel and/or witnesses, or the services of experts;.
 - (b) **reasonable legal fees and disbursements shall be determined in accordance with the Legal Aid Manitoba Tariff of Fees. The Employee may apply in writing**

to the Province to pay reasonable fees and disbursements in excess of what is provided in the Tariff of Fees prior to incurring the expenses by submitting an itemized account and an explanation of the circumstances that justify the increased fees or disbursements. Reasonable legal fees and disbursements shall be determined by having regard for the principle that expenditure of public money should not exceed the minimum amount that is reasonably required to achieve a fair trial;

- (c) no legal fees and disbursements shall be paid for appeals. Notwithstanding the foregoing, if an appeal is successful, the Employer shall refund the employee's reasonable legal fees and disbursements;
- (d) legal fees for only one counsel per proceeding, with legal fees for additional counsel only indemnified with prior approval from the Employer.

Fatality Inquest or Commission of Inquiry

xx:02 If a Commission of Inquiry or Fatality Inquest is commenced, and an employee covered by this Agreement is required by subpoena and/or otherwise required by the government to participate arising out of such employee's actions and/or observations while in the **good faith** performance of their duties **and provided such actions do not constitute gross disregard or neglect of their duties as employees**, then:

- (a) the employee, upon receipt of notification of their participation in any Commission of Inquiry or Fatality Inquest, shall advise the government through the deputy minister of the department of any such Commission of Inquiry or Fatality Inquest;
- (b) the government shall pay all reasonable legal fees and disbursements ~~and other costs~~ incurred by the employee in connection with their participation in the Commission of Inquiry or Fatality Inquest; **and**
 - i. the legal counsel must be entitled to practice law in the Province of Manitoba and be in good standing with the Law Society of Manitoba;
 - ii. the legal counsel must be qualified and competent to practice law in the area of criminal defence;
 - iii. reasonable legal fees and disbursements shall be paid by the Employer subject to the conditions below:
 - (a) prior approval of the Employer shall be sought, and shall not be unreasonably withheld, for disbursements including but not limited to fees for transcripts, travel expenses for counsel and/or witnesses, or the services of experts;.

- (b) reasonable legal fees and disbursements shall be determined in accordance with the Legal Aid Manitoba Tariff of Fees. The Employee may apply in writing to the Province to pay reasonable fees and disbursements in excess of what is provided in the Tariff of Fees prior to incurring the expenses by submitting an itemized account and an explanation of the circumstances that justify the increased fees or disbursements. Reasonable legal fees and disbursements shall be determined by having regard for the principle that expenditure of public money should not exceed the minimum amount that is reasonably required to achieve a fair trial;**
- (c) no legal fees and disbursements shall be paid for appeals. Notwithstanding the foregoing, if an appeal is successful, the Employer shall refund the employee's reasonable legal fees and disbursements;**
- (d) legal fees for only one counsel per proceeding, with legal fees for additional counsel only indemnified with prior approval from the Employer.**

2. Health Component – Memorandum of Agreement #2

Subject: Nurses

The parties agree that the following classifications in the Health Component of the MGEU bargaining Unit shall not receive the general pay increases as agreed to in the Government Employees' Master Agreement:

Licensed Practical Nurse (LPN)

Chief Flight Nurse (CFN)

Nurse Practitioner (NP)

Graduate Nurse (NIL)

Nurse 1-3 (NN1- NN3)

Northern Nurse 1-3 (NF1- NF3)

The parties further agree that following ratification of the corresponding salaries in the Collective Agreement with the MNU and the Regional Health Authorities, the Employer will provide the Union with the rates of pay, ~~and any other monetary improvements,~~ for the above listed classifications in the Health Component based upon the following criteria:

- (a) equity in the annual rates of pay, ~~and any other monetary improvements,~~ with MNU classifications with the Regional Health Authorities and the above listed classifications in the Health Component Agreement;
- (b) comparable positions with comparable qualifications and comparable responsibilities between the two (2) groups as was applicable in the 2010 – 2014 Collective Agreement between the Employer and the Union;
- (c) where there is/are no comparable positions externally, maintenance of existing salary relationships with respect to the above listed classifications within the current Collective Agreement between the parties;
- (d) **Any other monetary improvements in the Collective Agreement with the MNU will be reviewed and negotiated by the parties to determine applicability.**

It is agreed that either party may refer any difference arising from the implementation of this Memorandum to a mutually agreed mediator/arbitrator who shall mediate the difference between the parties. If the parties cannot arrive at an agreement the mediator shall act as sole arbitrator to determine the matter.

3. MOA – Classification Modernization

The Employer has advised MGEU that it has undertaken a classification project to renew the classification system in the public service. The Employer has asked MGEU to participate in the process, in so far as it relates to positions within the MGEU bargaining unit.

The parties agree that, without prejudice to any position MGEU may choose to take about the Employer's proposed classification system, MGEU will engage with the Employer ~~in a pilot project~~ concerning a homogeneous group of classifications, which group is to be agreed upon between the parties prior to the commencement of the pilot project.

It is further agreed that:

- a) **meaningful consultation with the Union will occur prior to implementation should any** ~~no~~ current MGEU member ~~shall~~ be adversely effected, financially or otherwise, as a result of the Employer's classification project;
- ~~b) no change shall be implemented for any employee arising out of the pilot project unless it is negotiated and agreed upon between the parties;~~
- c) the Reclassification Memorandum (#14) provides a dispute resolution process that is intended to apply for disputes relating to an individual employee's classification. This does not limit the application of the grievance and arbitration procedure as a mechanism to resolve disputes over the Employer's actions, including for example the exercise of any management rights, in relation to its new classification system.
~~This Memorandum shall be in effect for the term of this collective agreement only, unless renewed by the parties there to as part of a subsequent collective agreement~~

4. Classifications and Pay Bands to Delimit

Classification	Class Code	Date Used	Last Used
HEALTH COMM OFF 3	HF3	1999.06.27	24 Years
INSTIT SPVR 2	IR2	1999.07.02	24 Years
MICROFILM OP	MFO	2001.06.29	24 Years
FLIGHT SERV OFF 1	FS1	2004.01.07	19 Years
PILOT 2	PL2	2004.03.20	19 Years
KEYPUNCH OP SPVR 1	KS1	2004.10.01	19 Years
REVIEWING OFFICER 2	RW2	2004.10.01	19 Years
REVIEWING OFFICER 1	RW1	2005.03.18	18 Years
REVIEWING OFFICER 3	RW3	2005.03.18	18 Years
HOME ECONOMIST 2	HE2	2005.03.31	18 Years
HOME ECONOMIST 4	HE4	2005.03.31	18 Years
HEALTH COMM OFF 2	HF2	2006.09.01	17 Years
HOME ECONOMIST 3	HE3	2007.02.25	16 Years
SOCIAL WORKER 3	WS3	2007.03.16	16 Years
SOCIAL WORKER 5	WS5	2007.03.16	16 Years
KEYPUNCH OP 1	KO1	2007.03.30	16 Years
AUDIT REVIEW OFF	ARO	2007.04.13	16 Years
KEYPUNCH OP SPVR 2	KS2	2007.11.09	16 Years
REVIEWING OFFICER 4	RW4	2008.02.27	15 Years
TOUR MARKETING OFF 3	TM3	2008.03.31	15 Years
INSTIT SPVR 3	IR3	2008.08.13	15 Years
FLIGHT SERV OFF 2	FS2	2008.12.19	15 Years
LAUNDRY WORKER	LWR	2009.07.31	14 Years
DAIRY INSPECTOR 2	DN2	2010.06.18	13 Years
INSTIT SPVR 1	IR1	2010.12.03	13 Years
PILOT 1	PL1	2011.06.03	12 Years
CHEMIST 1	CH1	2013.08.09	10 Years
SOCIAL WORKER 4	WS4	2013.12.27	10 Years
LAND TITLES CLERK 1	LT1	2015.03.20	8 Years
LAND TITLES CLERK 3	LT3	2015.03.20	8 Years
LAND TITLES CLERK 4	LT4	2015.03.20	8 Years
SURVEY EXAMINER 2	SE2	2015.03.20	8 Years
SURVEY EXAMINER 3	SE3	2015.03.20	8 Years
KEYPUNCH OP 2	KO2	2017.03.31	6 Years
KEYPUNCH OP 3	KO3	2017.03.31	6 Years
PHOTOGRAPHER 2	PT2	2017.03.31	6 Years
TOURIST DEV OFF 3	TT3	2017.04.28	6 Years

LAND TITLES CLERK 2	LT2	2018.03.30	5 Years
TOURIST DEV OFF 2	TT2	2018.03.30	5 Years
SOCIAL WORKER 1	WS1	2019.08.27	4 Years
AIRCRAFT MAIN ENG 2	AE2	2020.03.27	3 Years
AIRCRAFT MAIN ENG 3	AE3	2020.03.27	3 Years
CHIEF PILOT	CHP	2020.03.27	3 Years
PILOT 3	PL3	2020.03.27	3 Years
PILOT 4	PL4	2020.03.27	3 Years
SOCIAL WORKER 6	WS6	2020.12.18	3 Years
TOUR MARKETING OFF 2	TM2	2021.04.23	2 Years
PILOT 5	PL5	2021.05.31	2 Years
TOURIST DEV OFF 1	TT1	2021.10.22	2 Years
MINES INSPECTOR 2	MI2	2022.04.08	2 Year
MINES INSPECTOR 1	MI1	2023.04.21	1 Year
AIRCRAFT MAIN ENG 1	AE1	never used	Never Used
CHEMIST 2	CH2	never used	Never Used
CHEMIST 3	CH3	never used	Never Used
DAIRY INSPECTOR 1	DN1	never used	Never Used
DAIRY INSPECTOR 3	DN3	never used	Never Used
FLIGHT SERV OFF 3	FS3	never used	Never Used
HOME ECONOMIST 1	HE1	never used	Never Used
HEALTH COMM OFF 1	HF1	never used	Never Used
HEALTH COMM OFF 4	HF4	never used	Never Used
LAND TITLES CLERK 5	LT5	never used	Never Used
PHOTOGRAPHER 1	PT1	never used	Never Used
SURVEY EXAMINER 1	SE1	never used	Never Used
TOUR MARKETING OFF 1	TM1	never used	Never Used
SOCIAL WORKER 2	WS2	never used	Never Used

Letter of Intent – Community Correctional Workers (CCW)

Parties will commence discussion within 60 days upon ratification on the CCW; with the intent to explore the feasibility of incorporating this group into the GEMA.

Any joint recommendations will be made on or before June 1, 2024.

Should negotiations be required, they will commence on or before June 30, 2024.

Letter of Intent – Article 28:15 Sick Leave

The Employer will review opportunities to streamline for efficiencies related to requests for medical reports, notes, etc of an Employee to ensure a balanced approach.

The Employer commits to meeting with the Union to discuss this process on or before June 1, 2024.

Other Agreed to Monetary Items:

Article 60:01 Weekend Premium: Effective March 25, 2023

- Increase from \$1.25 to **\$1.75**

Appendix "B" - Remoteness Allowance (to align with GWI)

- Year 1: March 25, 2023 – March 22, 2024 2.0%
- Year 2: March 23, 2024 - March 21, 2025 2.0%
- Year 3: March 22, 2025 – March 20, 2026 2.0%
- Year 4: March 21, 2026 to March 26, 2027 2.0%

Appendix "F" – Meals and Miscellaneous Expenses

- Early Morning Start – employees who commence work between the hours of 4am and 7am are eligible to claim breakfast during the winter maintenance season.

MOA #11 - Northern Premiums (to align with GWI)

- Year 1: March 25, 2023 – March 22, 2024 2.0%
- Year 2: March 23, 2024 - March 21, 2025 2.0%
- Year 3: March 22, 2025 – March 20, 2026 2.0%
- Year 4: March 21, 2026 - March 26, 2027 2.0%

Qualification Pay

5:04 Provided that the following academic qualifications are required and/or used on the job in the Medical Technologist 1 classification, the employing authority shall pay to any such employee the following extra monthly allowance for the said qualifications:

(a) A.R.T. or A.C. – ~~ninety dollars (\$90.00)~~ **\$100.00** per month (~~\$41.40~~ **\$46.00** bi-weekly);

(b) B.Sc. and R.T. – ~~ninety dollars (\$90.00)~~ **\$100.00** per month (~~\$41.40~~ **\$46.00** bi-weekly)

Previously Agreed to Non-Monetary

AGREED TO Document #1:

Article 11 Recruitment and Appointment

Article 11:03 (Revise/update to language)

11:03 Preference shall be given to

- (a) a veteran;**
- (b) a spouse or common-law partner of a veteran;**
- (c) a current member of the reserves;**
- (d) a surviving spouse or common-law partner of a person who died from causes arising from service as a member of the Canadian Forces or reserves.**

For clarity:

- (a) a veteran is a member of the Canadian Forces who had successfully undergone basic training and has been released with an honourable discharge; and**
- (b) a current member of the reserves is a person who continues to serve
 - (i) as a member of the reserve force of the Canadian Forces, or**
 - (ii) in the case of a member of a First Nation or a person who is a citizen of Canada and the United States of America, continues to serve as a member of the reserve force of the Canadian Forces or a reserve component of the United States Armed Forces;****

Article 11:04 (Amend current article)

11:04 Notwithstanding Section: 01, first consideration for filling vacancies or new positions shall be given to persons on the re-employment list **in accordance with article 24:19.**

Article 26 HOLIDAYS (monetary)

Article 26:01 (ADD: National Truth and Reconciliation Day)

26:01 The following holidays shall be observed in the civil service:

- | | |
|----------------|---------------|
| New Year's Day | Civic Holiday |
| Louis Riel Day | Labour Day |

Good Friday	National Truth and Reconciliation Day
Easter Monday	Thanksgiving Day
Victoria Day	Remembrance Day
Canada Day	Christmas Day
	Boxing Day
Any other holiday proclaimed by Federal or Provincial Statute	

Article 24 Layoff

Article 24:26 (Amend current article)

24:26 An employee who accepts another position may be placed on a trial period of not more than six (6) months duration. **The trial period is not intended to be a period during which an employee acquires the necessary qualifications and ability to meet the requirement of Article 24:23.** An employee who is found to be unsuitable during this trial period will be returned to the appropriate re-employment list for the greater of six (6) months or the remainder of the employee's twenty-four (24) month period on the re-employment list. An employee found to be unsuitable may grieve the decision commencing at Step 2 of the grievance procedure.

Administrative Component (monetary)

ADD/UPDATE:

Effective March 25, 2022, employees shall be granted, in addition to their normal salary, a premium of two dollars (\$2.00)/hour for actual hours worked while actively engaged in wildfire suppression as authorized by the Employer.

Social Sciences Component (monetary)

ADD/UPDATE:

Effective March 25, 2022, employees shall be granted, in addition to their normal salary, a premium of two dollars (\$2.00)/hour for actual hours worked while actively engaged in wildfire suppression as authorized by the Employer.

AGREED TO Document #2:

Probation and Assessment

13:05 An employee 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 designate shall hold a hearing to discuss the grievance with the employee and the employee's representative. The decision at Step 2 shall be final for such grievances. **The rejection of an employee on probation is neither appealable nor arbitrable.**

13:07 ~~The rejection of an employee on probation is neither appealable nor arbitrable.~~

Merit Increase

16:02 Subject to Section: 03, anniversary dates for employees will be as follows:

- a) Employees hired on or after the 2nd of a month will have their anniversary date on the first of the month which follows the date on which the employee is employed in a position in the ~~civil~~ **public** service.
- b) Employees hired on the 1st day of a month will have their anniversary date as the 1st day of their month of hire, except where the 1st is a statutory holiday, in which case their anniversary date will be on the first of the month which follows.

Sick Leave

28:11 An employee who has been absent because of sickness for a period of more than three (3) consecutive working days shall furnish, when requested by **Workforce Relations Treasury Board** and/or the **employer employing authority**, at any time during or after this period of sickness, a medical certificate or sworn statutory declaration certifying that the employee is or was unable to be present at work because of the illness. Where an employee fails to produce a medical certificate or statutory declaration acceptable to **Workforce Relations Treasury Board** and/or the **employer employing authority**, the employee shall not be entitled to be paid for the period of absence.

28:12 An employee who has been absent because of sickness for a period of three (3) working days or less may be required to furnish, when requested by **Workforce Relations Treasury Board** and/or the **employer employing authority**, either a medical certificate or a sworn statutory declaration as required under Section :13. Failure to produce a certificate or statutory declaration acceptable to **Workforce Relations Treasury Board** and/or the **employer employing authority** will result in a loss of pay for the period of absence.

Dental Plan

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

- (a) the basis for payment for covered services shall be the ~~2009~~ Manitoba Dental Association (MDA) Fee Guide;
- (b) ~~the 2012 MDA Fee Guides will be implemented~~ Effective April 1, 2012, and the current MDA Fee Guide shall be in effect on April 1 of each year thereafter;

Appendix F: Meals and Miscellaneous Expenses

DEFINITIONS

~~9:05 — The change to Subsection :02 is effective September 1, 2000.~~

Memorandums of Agreement

MOA #1 – Joint Employee Assistance Program – Renew

MOA #2 – Riot, Hostage Taking and Assault - Renew

MOA #6 - Employment Equity – Renew

MOA #7 – Workplace Health & Wellness – Renew

MOA #9 – Workload Manageability – Renew

MOA #10 – Employment Security (Green Team) – Renew

Housekeeping Edits

Interpretation

Article 1:08 change “civil service” to ‘**public service**’ or “service”— update language

Application of Agreement

4.05 During the term of the Collective Agreement, the ~~Labour~~**Workforce** Relations Division may request in writing that the Union agree that a position(s) be excluded from the bargaining unit. In making this request, the Employer shall provide reasons for the requested exclusion and a copy of the job description. The parties shall meet, if necessary, to discuss the matter. If agreement is reached to exclude the position(s), a revised Appendix “A” shall be prepared and signed. If no agreement is reached within thirty (30) calendar days of the date of the request, either party may refer the matter to the Manitoba Labour Board for disposition.

Grievance Arbitration Procedure

50:04 Where the party initiating the arbitration proceedings wishes to request arbitration by a single arbitrator, the notice referred to in Section:0403 shall so state:

50:05 By mutual agreement between the parties, the grievance matter may be referred to a mediator chosen by the parties or the parties may appoint the single arbitrator, chosen in accordance with 50:0504 as a mediator/arbitrator

Acting Status

64:05 In the application of ~~66~~64:01 where the temporary appointment is to a position which normally has a modified work week consisting of more than eight (8) hours per day, the threshold for qualifying for Acting Status shall change from continuing to perform the duties for ten (10) consecutive working days to continue to perform the duties for the equivalent of eighty (80) consecutive working hours.

Physical Sciences Component

3:01 The sections within this Article dealing with compensation for overtime shall apply only to those employees who are in the following classifications:

Agricultural Technologist 1, 2, 3, 4
Agrologist 1, 2
Architect 1
Biologist 1
Chemist 1
Drafting Technician 1, 2, 3, 4, 5, 6
Engineering Aid 1, 2, 3, 4
Environmental Officer 1, 2, 3, 4
Forester 1
Geologist 1
Hatchery Superintendent

Industrial Hygienists 1, 2
Interior Designer
Laboratory ~~Technologist~~ **Technician** 1, 2, 3
Park Planner 1
Planning Assistant 1, 2
Resource Planner 1
Resource Technician 1, 2, 3, 4, 5
Surveyor 1
Resource Management Assistant 1, 2, 3, 4
Technical Engineering Officer 1, 2

Trades Component

5:05 Article ~~64-61~~- Stand-by of the Master Agreement does not apply to employees covered by this article.

AGREED TO Document #3:

Interpretation

1:16 “~~employing authority~~” “**employer**” means:

- (a) in respect of a department:
 - (i) the minister presiding over a department;
 - (ii) the deputy minister;
 - (iii) any person designated by the minister to act as ~~employing authority~~ in respect of the department on behalf of the minister;
- (b) in respect to persons employed in the Office of the Auditor General, the Auditor General;
- (c) in respect to persons employed in the office of the Ombudsman, the Ombudsman.

Layoff Seasonal Department Employees

NEW 6:XX: Seasonal departmental employees shall be entitled to permanent lay-off severance payment under Article 25 (Severance) where twenty-four (24) months have elapsed on the re-employment list.

Recruitment and Appointment

11:01 Subject to **11:02 and 11:03** ~~11:01.1 and 11:02.1~~, vacant or new positions in the bargaining unit shall be filled in accordance with the following:

- (a) whenever possible and in the public interest, by promotion within the **civil** service;
- (b) when in the public interest, by recruiting from without the ~~civil~~ service.

11:02 Where more than one of the candidates for a position have, in the opinion of the Commission, the standard of qualification required for the position, the Commission, in selecting the person to be appointed to the position, and subject to due consideration of the interests of the public and the requirements of the employer, shall give a preference as prescribed in subsection ~~11:03~~~~11:0e3~~.

Severance

25:XX There may be certain circumstances where it is reasonable to allow an employee to forego their right to be placed on the re-employment list and pay them Permanent Lay-Off Severance prior to 24 months on the re-employment list based on the factors set out in 25:XX (c). Should these circumstances arise, the Employer may unilaterally offer a permanent lay-off to an employee(s) that is being laid off or is already on the re-employment list.

- (a) Such an Offer by the employer may be accepted or rejected by the affected employee. The Offer must identify the date, that, if accepted, the permanent lay-off shall be effective.
- (b) An eligible employee is defined as someone who has received layoff notice within the preceding four (4) week period. An Eligible Employee may request permanent

lay-off from the Employer (a 'Request'). A Request must identify the date that, if accepted, the permanent lay-off shall be effective.

- (c) The Employer shall consider a Request reasonably and when doing so, shall consider some of the factors listed below, which are not exhaustive in nature:
 - i) the Classification(s) from which layoff(s) have occurred or are to take place;
 - ii) the number of Requests received;
 - iii) the number of Eligible Employees in a location which would not require a change of residence by the Eligible Employee(s) to accept a reasonable reemployment opportunity;
 - iv) the reasonable reemployment opportunities the Employer anticipates during the 24 month period outlined in Article 24:19
 - v) the Employer's potential obligations under the group termination provisions of *The Employment Standards Code*; and
 - vi) the date identified in the Request that if accepted the permanent lay-off shall be effective.
- (d) The Employer may require a reasonable amount of time to consider a Request. In the interim, an Eligible Employee may be obligated to make certain elections or decision pursuant to Article 24. A Request made by an Eligible Employee does not suspend the Eligible Employee's obligations to make decisions on displacement, retirement or placement on the re-employment list or reasonable re-employment opportunities.
- (e) An Eligible Employee may request to withdraw their Request prior to the lay-off date for consideration by the Employer. If approved by the Employer, the employee has forfeited their displacement rights under Article 24, if eligible. If the Employer approves the withdrawal of the Request such decision will not impact the individual processes already completed as outlined in Article 24.
- (f) If a Request or Offer is accepted, the Eligible Employee's employment with the Employer will be terminated effective the date set forth in the Offer or Request and Permanent Lay-off Severance shall be paid.
- (g) Provisions under Article 24 and 25 continue to apply
- (h) Seasonal departmental and term employee(s) may not make a Request.

Vacation

27:02 Vacation leave credits are calculated based on accumulated service. In addition, for purposes of calculation of vacation credits only, an employee shall be considered to have earned accumulated service in accordance with the following:

- (a)
- (b) full-time employees will receive vacation credits during approved leaves of absence without pay up to a maximum of forty (40) hours **(8 hour days); thirty-six and one-**

quarter (36.25) hours (7.25 hour days); or thirty-eight and three-quarter (38.75) hours (7.75 hour days) as applicable in a vacation year.

~~27:11 Medical Technologists who train in provincial laboratories of the Department of Health shall, for the purpose of long service vacation entitlement, be credited with time spent training in such provincial laboratories provided that they become employed with the department within two (2) years from the date they successfully completed such training.~~

Sick Leave

28:01 It is agreed by both parties that earned sick leave entitlement shall be granted by **Workforce Relations Treasury Board** where an employee is unable to be at work and perform the employee's regular duties as a result of illness or injury

~~28:09 Medical Technologists who train in provincial laboratories of the Department of Health shall, if upon completion of their training they become employed with the department as qualified technologists, be credited with sick leave accumulated in accordance with Section :02 during their training period in the provincial laboratory.~~

28:11 An employee who has been absent because of sickness for a period of more than three (3) consecutive working days shall furnish, when requested by **Workforce Relations Treasury Board** and/or the **employer employing authority**, at any time during or after this period of sickness, a medical certificate or sworn statutory declaration certifying that the employee is or was unable to be present at work because of the illness. Where an employee fails to produce a medical certificate or statutory declaration acceptable to **Workforce Relations Treasury Board** and/or the **employer employing authority**, the employee shall not be entitled to be paid for the period of absence.

28:15 **Add**

'psychiatrist', 'psychologist' and 'registered clinical social worker'.

Parental Leave

36:01 Revise as follows:

- (a) be the natural mother **parent** of a child; or
- (b) delete

New Article 65: Accommodations

Employees requiring accommodation shall be advised of their right to have a union representative present by the employer. It is the employee's responsibility to arrange attendance by a representative of the Union. An accommodation refers to the protected characteristics identified within the Human Rights Code.

Memorandum of Agreements

MOA #3 – Joint Labour Management Consultation Committees

1:03 In order to meet these objectives, the parties agree to establish Joint Labour Management Consultation (JLMC) Committees in the following departments:

Advanced Education and Training	Indigenous Reconciliation and Northern Relations
Agriculture	Intergovernmental Affairs
Consumer Protection and Government Services	Justice - Corrections
Economic Development, Investment and Trade	Labour and Immigration
Education and Early Childhood Learning	Mental Health and Community Wellness
Environment and Climate	Municipal Relations
Families	Natural Resources and Northern Development
○ Francophone Affairs	
○ Gender Equity Manitoba	
○ Manitoba Developmental Centre	
Finance	Seniors and Long-term Care
Health	Sport, Culture and Heritage
Transportation and Infrastructure	

Should departmental restructuring occur during the life of this agreement, the Departmental list may be updated by mutual agreement between the parties.

1:06 The Committees will refer any issues which would involve changes to the Agreement to the Union and the Workforce Relations Division of the ~~Civil~~ **Public** Service Commission.

MOA #12 – Joint Committee to Optimize Public Service: Renew

MOA #13 – Enhancing Public Services: Renew

New - Letter of Intent: Union Member Application Card:

The Employer will provide the Union application card for every new employee hired.

New - Letter of Intent: Joint Extended Health Benefits Committee

Purpose

The Benefit Advisory Committee serves in an advisory capacity to assist in the analysis of existing extended health benefits, and to advocate for comprehensive benefits which meets the needs of a diverse workforce.

Responsibilities

To review existing extended health benefit programs and their impact on participating members of the plan

To help define the alternatives for benefit improvements that should be considered by the Employer.

To improve the quality of information available to plan members contributing to an understanding of their needs by conducting or supporting surveys of plan members opinions on benefits as needed.

- **the committee will provide recommendations to the Employer for consideration on provisional plan changes/enhancements;**
- **Time derivative for the life of the agreement (i.e. will expire alongside the duration of the CA).**
- **Any costs (premiums) that result will continue to be borne by the employee The Union, and employer shall meet within the first six (6) months following ratification, or settlement of this agreement.**