

# **Collective Agreement**

between

**Province of Manitoba**  
**Department of Family Services and Labour**  
(hereinafter referred to as the “Employer”)

**IN THE FIRST PART**

and

**Manitoba Government and General Employees’ Union**  
(hereinafter referred to as the “Union”)

**IN THE SECOND PART**

**Respecting Direct Support Providers  
and Child Development Workers (Rural)**

**March 26, 2011 – March 20, 2015**

<b>TABLE OF CONTENTS</b>
--------------------------

Article 1 – Duration.....	1
Article 2 – Management Rights.....	1
Article 3 – Union Recognition .....	1
Article 4 – Union Security.....	1
Article 5 – Union Business.....	2
Article 6 – Rights of Stewards.....	3
Article 7 – No Discrimination .....	3
Article 8 – Probationary Period.....	4
Article 9 – Allocation of Work.....	4
Article 10 – Hours of Work.....	5
Article 11 – Availability for Work .....	5
Article 12 – Overtime.....	6
Article 13 – General Holidays .....	6
Article 14 – Vacation.....	7
Article 15 – Maternity Leave .....	8
Article 16 – Parental Leave .....	8
Article 17 – Compassionate Leave.....	9
Article 18 – Employee Files .....	9
Article 19 – Wages and Classifications.....	9
Article 20 – Merit Increase.....	11
Article 21 – Remoteness Allowance .....	12
Article 22 – Travel Policy .....	16
Article 23 – Resignations .....	16
Article 24 – Disciplinary Action .....	16
Article 25 – Grievance Procedures.....	17
Article 26 – Grievance Arbitration Procedures .....	18
Article 27 – Sick Leave .....	19
Article 28 – Medical Fitness.....	19
Article 29 – Safety and Health .....	20
Article 30 – Sexual Harassment .....	21
Article 31 – Civil Liability .....	22
Article 32 – Labour/Management Committee.....	22
Article 33 – Court Leave .....	22
Article 34 – Workers Compensation .....	23
Signing Page.....	24
Memorandum of Agreement #1 - Pro-Rating Factor .....	25
Memorandum of Agreement #2 - Allocation of Work.....	26
Memorandum of Agreement #3 - Regular Assignment of Minimum Bi-Weekly Hours.....	27
Memorandum of Agreement #4 - Health Spending Account.....	30
Memorandum of Agreement #5 - Child Development Workers’ Special Adjustment .....	31
Appendix I.....	32

<b>TABLE OF CONTENTS- ALPHABETICAL</b>
--

Article 9 – Allocation of Work.....	4
Appendix I.....	32
Article 11 – Availability for Work .....	5
Article 31 – Civil Liability .....	22
Article 17 – Compassionate Leave.....	9
Article 33 – Court Leave .....	22
Article 24 – Disciplinary Action .....	16
Article 1 – Duration.....	1
Article 18 – Employee Files .....	9
Article 13 – General Holidays .....	6
Article 26 – Grievance Arbitration Procedures .....	18
Article 25 – Grievance Procedures.....	17
Article 10 – Hours of Work.....	5
Article 32 – Labour/Management Committee.....	22
Article 2 – Management Rights.....	1
Article 15 – Maternity Leave .....	8
Article 28 – Medical Fitness.....	19
Article 20 – Merit Increase.....	11
Memorandum of Agreement #2 - Allocation of Work.....	26
Memorandum of Agreement #5 - Child Development Workers’ Special Adjustment .....	31
Memorandum of Agreement #4 - Health Spending Account.....	30
Memorandum of Agreement #3 - Regular Assignment of Minimum Bi-Weekly Hours.....	27
Memorandum of Agreement #1 - Pro-Rating Factor .....	25
Article 7 – No Discrimination .....	3
Article 12 – Overtime.....	6
Article 16 – Parental Leave .....	8
Article 8 – Probationary Period.....	4
Article 21 – Remoteness Allowance .....	12
Article 23 – Resignations .....	16
Article 6 – Rights of Stewards.....	3
Article 29 – Safety and Health .....	20
Article 30 – Sexual Harassment .....	21
Article 27 – Sick Leave .....	19
Signing Page.....	24
Article 22 – Travel Policy .....	16
Article 5 – Union Business.....	2
Article 3 – Union Recognition .....	1
Article 4 – Union Security.....	1
Article 14 – Vacation.....	7
Article 19 – Wages and Classifications.....	9
Article 34 – Workers Compensation .....	23

## **Article 1 – Duration**

- 1:01 This agreement shall be effective March 26, 2011 and shall continue in full force and effect up to and including March 20, 2015. It shall remain in full force and effect from year to year thereafter unless written notice to negotiate a renewal, or revision and renewal is given by either party at least forty-five (45) days prior to but not more than one hundred and eighty (180) days prior to the expiry date hereof.
- 1:02 Where notice for revision of this Agreement is given under Section :01, the parties agree to exchange proposals for the revision of the Agreement at least thirty (30) days prior to the termination of the Agreement. The parties shall, within twenty (20) working days following receipt of the written proposals commence collective bargaining. These time limits may be changed by mutual agreement between the parties hereto. During the period required to negotiate a renewal, or revision and renewal of this Agreement, this Agreement shall remain in full force and effect without change.

## **Article 2 – Management Rights**

- 2:01 All the functions, rights, personnel pay practices, powers and authority which the Employer has not specifically abridged, delegated or modified by this Agreement are recognized by the Union as being retained by the Employer.
- 2:02 In administering this Agreement, the Employer shall act reasonably, fairly, in good faith and in a manner consistent with the Agreement as a whole.

## **Article 3 – Union Recognition**

- 3:01 The Employer recognizes the Union as the sole and exclusive bargaining agent for all employees who are employed under this Agreement.
- 3:02 It is agreed by both parties that during the term of this Agreement there shall be no strikes, lockouts, stoppage of work or slowdown and that all disputes and grievances shall be settled in accordance with the procedures set forth in Articles 25 and 26 thereof.

## **Article 4 – Union Security**

- 4:01 During the term of this Agreement, employees covered by this Agreement, whether members of the Union or not, shall pay to the Union, by payroll deduction, an amount equal to the bi-weekly membership dues determined by the Union. For new employees, the payroll deduction of the amount as set out above shall become effective on the first day of the bi-weekly pay period, following the date the employee is covered under the terms of this Agreement.

- 4:02 The Employer shall forward to the Union the amount of the dues deducted under Section :01 above on a bi-weekly basis per each applicable bi-weekly pay period.
- 4:03 The Employer shall provide the Union on a bi-weekly basis per each applicable bi-weekly pay period, the name of the employees from whose wages, dues have been deducted showing opposite each employee's name, the amount of dues deducted for that employee.
- 4:04 The Union agrees to indemnify and save the Employer harmless against any claim or liability arising out of the application of this Article except for any claim or liability arising out of an error committed by the Employer.
- 4:05 Notwithstanding any other provision in this Agreement, the Employer shall not later than ninety (90) days preceding the expiry date of this Agreement, furnish in written form to the Union, the following:
- (a) the name of each employee;
  - (b) the job title or classification of each employee;
  - (c) the current rate of pay of each employee.

### **Article 5 – Union Business**

- 5:01 Leave of absence without loss of pay to attend to Union business or collective bargaining may be granted to employees under the following conditions:
- (a) requests for leave shall be made in writing by the Union by providing the employee with a letter of request. The employee shall submit the letter to the employee's immediate Supervisor who shall forward the request to the Employer for approval. The Union will also provide a copy of the written request to the Director of Human Resources or designate;
  - (b) requests for leave shall be made with reasonable advance notice but not less than ten (10) working days and shall be granted only where operational requirements permit and the needs of the client are met. Where special or unusual circumstances prevent compliance with the ten (10) working days notice, the request shall be considered and shall not be unreasonably denied.
- 5:02 Where a leave of absence has been granted under this Article the Union shall reimburse the Employer one hundred percent (100%) of the wages paid to such employees during the approved absences plus benefit costs according to the employee's previously scheduled hours with the time recorded as service for all benefits.
- 5:03 For time spent with Employer representatives during collective bargaining, the Union will be allowed to have no more than seven (7) employees present at each bargaining session on a leave without loss of pay basis.

- 5:04 Prior to the commencement of negotiations, the Union shall supply the Employer with a list of employee representatives for the purpose of collective bargaining. Dependent upon operational requirements requested leave for such employees shall not be unreasonably denied.
- 5:05 Subject to the mutual agreement of the parties, the total number of employees referred to in Section :03 may be changed provided any additional employees are on a leave without loss of pay and subject to wage recovery as provided for in Section :02.
- 5:06 Scheduled shifts will not be altered, rearranged or not provided, so as to release the employee from receiving wages when in negotiations. The pay received shall be the actual pay the employee would have earned had the employee worked.
- 5:07 The Union agrees to provide the Employer with a current list of stewards and authorized representatives and to notify the Employer in writing within fourteen (14) days of any change or changes in Union representation.
- 5:08 The Employer agrees to allow the Union use of space on existing bulletin boards for the purpose of posting official Union information relating to business affairs, meetings and social events. The Employer or designate shall have the right to refuse to post or remove the posting of any information.

### **Article 6 – Rights of Stewards**

This Article applies to all employees except for Family Services Support Workers, Thompson MB whose provisions are contained in Appendix I.

- 6:01 “Steward” means an employee elected or appointed by the Union who is authorized to represent the Union, an employee, or both.
- 6:02 The Steward and employees shall not conduct Union business during their working time or on work premises.
- 6:03 Where it is necessary for a Steward to attend a grievance hearing efforts should be made to schedule the hearing outside of the Steward’s scheduled hours of work. If that is not possible then, notwithstanding Section :02, the Steward shall submit a request for leave without loss of pay to their Supervisor as per Article 5.

### **Article 7 – No Discrimination**

- 7:01 The parties hereto agree that there shall be no discrimination, harassment, coercion or interference exercised or practiced with respect to any employee by reason of age, sex, marital status, race, creed, colour, ethnic or national origin, political or religious affiliation, sexual orientation, membership in the Union or activities in the Union.

### **Article 8 – Probationary Period**

- 8:01 All new employees shall be on probation for a period of six hundred and forty (640) regular hours and six (6) calendar months. In any event, the probationary period shall not exceed twelve (12) calendar months unless extended as per Article 8:02.
- 8:02 An employee's probation period may be extended for a maximum of three hundred and twenty (320) regular hours worked or six (6) calendar months, whichever comes first. An employee's probation period under Article 8:01 plus any extension shall be considered the initial probation period.
- 8:03 An employee who is rejected during the initial probation period may grieve the rejection at Step 2 of the grievance procedure within fifteen (15) working days from the date the employee received notice of the rejection. The Executive Director or designate shall hold a hearing to discuss the grievance with the employee. The employee has the option to have a representative present. The decision at Step 2 shall be final for such grievance.
- 8:04 Subject to Section :03, the rejection of an employee on probation shall not be subject to arbitration.

### **Article 9 – Allocation of Work**

- 9:01 The parties recognize the unique role of services of the Department of Family Services and Labour and the Direct Support Providers and Child Development Workers and the need for work to be assigned according to the individual needs of the client and the requirement for work to be distributed in a fair and efficient manner.
- 9:02 Assignments will be offered to Direct Support Providers and Child Development Workers on the basis of client need and employee skill, ability, knowledge, personal suitability, experience and availability within the context of the client's right to participate in planning services.
- 9:03 An employee who is concerned about the allocation of work shall first contact their Supervisor within two (2) weeks of the employee becoming aware of the issue causing the concern. When requested the Supervisor shall provide an explanation regarding allocation of work within the privacy provisions governing service. The final determination on the allocation of work is the right of the Employer.
- 9:04 Notwithstanding Section :01, an employee who wants to work additional hours beyond their present assignment shall notify their Supervisor in writing specifying their availability and their name shall be placed on the Additional Hours List maintained by the area Supervisor.
- 9:05 Where an employee considers that the Employer has violated the terms and conditions of this Article the employee may file a grievance at Step 1.

- 9:06 The decision at Step 1 shall be final and binding for any grievances filed regarding allocation of work. Allocation of work shall not be subject to arbitration.
- 9:07 Article 7:01 does not apply where the assignment of an employee to a client is based on age, sex, race, creed, colour, ethnic or national origin, political, religious affiliation or sexual orientation in order to meet the individualized need of a client.
- 9:08 Where a Supervisor becomes aware of any condition at the workplace that places an employee's safety and health at risk:
- a) the Supervisor with the employee will develop a risk management plan prior to the employee engaging in or continuing to work in that workplace;
  - b) the Supervisor will share information with the employee, within the context of privacy provisions governing service, that relates to that risk.
- 9:09 When an employee who is granted a leave of absence in accordance with Articles 5, 6, 14, 15, 16, 17, 27 and 32, upon expiry of the leave, the Employer will endeavour to return the employee to their assignment subject to the need for work and for the work to be assigned according to the individualized needs of the clients.

### **Article 10 – Hours of Work**

- 10:01 The authority for scheduling hours of work shall rest with the Employer. The Employer shall only pay for hours worked.
- 10:02 Notwithstanding Section :01, where an employee is unable to complete their assignment due to client circumstances beyond the control of the employee, then the employee shall be paid as follows:
- a) where the assignment is less than three (3) hours, the employee shall be paid for the assignment at the employee's regular hourly rate;
  - b) where the assignment is for three (3) or more hours, the employee shall be paid their regular hourly rate for the hours worked or for a minimum of three (3) hours, whichever is greater.
- 10:03 Subject to Section :01, where authorized by the employee's Supervisor, an employee will be paid for attending general orientation, attending participant specific orientation, providing participant specific services and participant specific training as authorized in the activities outlined in the Direct Support Provider Agreement.

### **Article 11 – Availability for Work**

This Article applies to all employees except for Family Services Support Workers, Thompson MB whose provisions are contained in Appendix I.

- 11:01 There is no obligation for the Employer to offer work to an employee or for an employee to accept work that is offered.



11:02 An employee who has not worked for a period of forty-five (45) calendar days may be terminated at the sole discretion of the Employer.

**Article 12 – Overtime**

12:01 A regular work assignment is up to 8 hours.

12:02 An employee required to work in excess of eight (8) regular hours per day covering one (1) or more assignments shall be compensated at one and one-half times (1½ x) their regular rate of pay for those hours worked in excess of eight (8) hours.

12:03 Notwithstanding Sections :01 and :02, where an employee undertakes a single assigned shift of greater than eight (8) hours and up to twenty four (24) hours the employee shall be compensated at one and one-half times (1½ x) their regular rate of pay only for those hours worked in excess of the assigned shift or in excess of eighty (80) regular hours in a bi-weekly pay period.

12:04 Where an employee works a single assignment of twenty-four (24) to forty-eight (48) hours the employee shall be paid their regular rate of pay for all hours worked in the assignment.

12:05 Overtime worked in accordance with this Article shall be banked or paid out at the discretion of the Employer.

**Article 13 – General Holidays**

This Article applies to all employees except for Family Services Support Workers, Thompson MB whose provisions are contained in Appendix I.

13:01 The following days are general holidays:

New Year's Day	Canada Day
Louis Riel Day	Labour Day
Good Friday	Thanksgiving Day
Victoria Day	Christmas Day

13:02 An employee is eligible for holiday pay in relation to a general holiday unless:

- (a) The employee is absent on his or her first scheduled workday before or after the holiday without the employer's consent; or
- (b) The holiday falls on a day that would normally be a workday for the employee, and the employee:
  - (i) is required or scheduled to work on the holiday, and
  - (ii) is absent on that day without the employer's consent.

13:03 For the purpose of Section :02, the Employer is deemed to have consented to the absence of an employee if the employee is absent:

- (a) on a leave to which he or she is entitled or which he or she has been given by the employer; or
- (b) because he or she is ill.

13:04 An eligible employee's holiday pay is 5% of the employee's total wages, excluding overtime wages, for the four-week period immediately preceding the bi-weekly pay period which includes the holiday.

13:05 An employee who works on a general holiday is entitled to be paid:

- (a) for the hours worked at the overtime rate; and
- (b) holiday pay for that day provided the employee is eligible for holiday pay.

### **Article 14 – Vacation**

14:01 The vacation year is April 1<sup>st</sup> to March 31<sup>st</sup> of the following year.

14:02 An employee is entitled to an annual vacation leave without pay of:

- a) two weeks after each of the first four calendar years of employment; and
- b) three weeks after five consecutive calendar years of employment and each calendar year of employment after that year.

14:03 An employee who has completed four (4) calendar years or less of employment shall earn and be paid on a biweekly basis four percent (4.0%) of the wages that the employee earned in the applicable bi-weekly pay period.

14:04 An employee who has completed five (5) calendar years or more of service shall earn and be paid on a biweekly basis six percent (6.0%) of the wages that the employee earned in the applicable bi-weekly pay period.

14:05 For purposes of Sections :03 and :04, "wages" does not include overtime wages, any wages paid to the employee under the Employment Standard Code as termination pay and any vacation allowance.

14:06 The annual vacation referred to in Section :02 does not include a general holiday that falls on a day during the employee's vacation and that the employee is entitled.

14:07 Where operational requirements permit, employees shall be eligible to request in writing and take vacation upon approval of the Employer. Such leave shall be unpaid and shall be recorded as an approved leave of absence without pay for vacation purposes.

### **Article 15 – Maternity Leave**

- 15:01 A pregnant employee must have completed at least seven (7) consecutive months of employment to be eligible for maternity leave.
- 15:02 The employee must give the Employer not less than four (4) weeks written notice of the date she will start her maternity leave.
- 15:03 The employee must provide the Employer with a medical certificate from a duly qualified medical practitioner certifying that she is pregnant and specifying the estimated date of delivery.
- 15:04 An employee who qualifies is entitled to the following maternity leave without pay consisting of:
- a) a period not exceeding seventeen (17) weeks if the date of delivery is on or before the date estimated in a medical certificate;
  - b) a period of seventeen (17) weeks plus an additional period equal to the time between the date of delivery specified in the certificate mentioned in Section :03 and the actual date of delivery, if delivery occurs after the date mentioned in the certificate.

The Employer may vary the length of maternity leave upon proper certification by the attending physician.

- 15:05 Sections of the Employment Standards Code respecting maternity leave shall apply “mutatis mutandis”.
- 15:06 During the period of maternity leave, benefits will not accrue. However, the period of maternity leave will count as service towards eligibility for vacation entitlement on a pro-rated basis. For calculation purposes the period of maternity leave shall not exceed seventeen (17) weeks.

### **Article 16 – Parental Leave**

- 16:01 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.
- 16:02 An employee who qualifies under Section :01 must:
- a) have completed seven (7) continuous months of employment; and
  - b) submit to the Employer an application in writing for parental leave at least four (4) weeks before the day specified in the application as the day on which the employee intends to commence the leave.

- 16:03 An employee who qualifies in accordance with Sections :01 and :02 is entitled to parental leave without pay for a continuous period of up to thirty-seven (37) weeks.
- 16:04 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.
- 16:05 Where an employee takes parental leave in addition to maternity leave, the employee must commence the parental leave immediately on expiry of the maternity leave without a return to work unless otherwise approved by the Employer.

### **Article 17 – Compassionate Leave**

This Article applies to all employees except for Family Services Support Workers, Thompson MB whose provisions are contained in Appendix I.

- 17:01 An employee may request a leave of absence without pay for up to three (3) consecutive scheduled days of work in the event of a death of a member of the employee's immediate family.
- 17:02 For the purposes of granting compassionate leave, immediate family is defined as father, mother, step-parent, brother, sister, spouse, child or ward of the employee, or relative permanently residing in the employee's household or with whom the employee permanently resides.

### **Article 18 – Employee Files**

- 18:01 Upon the written request to the Employer, the personnel file shall be made available for the employee's full examination. Such examination shall be in the presence of a representative of the Employer. The employee has the option to have a representative present.
- 18:02 An employee may request a copy of specific documents on the employee's personnel file. This provision shall not be unreasonably requested or denied.

### **Article 19 – Wages and Classifications**

This Article applies to all employees except for Family Services Support Workers, Thompson MB whose provisions are contained in Appendix I.

- 19:01 When an employee receives a new assignment the employee will be appointed to the first pay rate of the classification set out for an assignment unless they have received a merit increment in that classification.

**YEAR 1****Effective March 26, 2011 to September 30, 2011**

Direct Support Provider 2	9.57	9.82	10.05
---------------------------	------	------	-------

**Effective October 1, 2011 to March 23, 2012**

Direct Support Provider 2	10.00	10.00	10.05
---------------------------	-------	-------	-------

**Effective March 26, 2011 to March 23, 2012**

Direct Support Provider 3	11.99	12.55	13.14
Direct Support Provider 4	15.08	15.71	16.30
Direct Support Provider 5	19.06	19.83	20.62
Child Development Worker	15.71	16.30	16.78

**YEAR 2****Effective March 24, 2012 to September 30, 2012**

Direct Support Provider 2	10.00	10.00	10.05
---------------------------	-------	-------	-------

**Effective October 1, 2012 to March 22, 2013**

Direct Support Provider 2	10.25	10.25	10.25
---------------------------	-------	-------	-------

**Effective March 24, 2012 to March 22, 2013**

Direct Support Provider 3	11.99	12.55	13.14
Direct Support Provider 4	15.08	15.71	16.30
Direct Support Provider 5	19.06	19.83	20.62
Child Development Worker	15.71	16.30	16.78

**YEAR 3****Effective March 23, 2013 to September 19, 2013**

Child Development Worker	16.98	17.61	18.13
--------------------------	-------	-------	-------

**Effective September 20, 2013 to March 21, 2014**

Child Development Worker	17.83	18.49	19.04
--------------------------	-------	-------	-------

**Effective March 23, 2013 to March 21, 2014**

Direct Support Provider 2	10.70	10.70	10.70
Direct Support Provider 3	12.49	13.06	13.67
Direct Support Provider 4	15.67	16.32	16.92
Direct Support Provider 5	19.76	20.56	21.37

**YEAR 4****Effective March 22, 2014 to September 18, 2014**

Child Development Worker	19.27	19.98	20.57
--------------------------	-------	-------	-------

**Effective September 19, 2014 to March 19, 2015**

Child Development Worker	20.23	20.98	21.60
--------------------------	-------	-------	-------

**Effective March 20, 2015**

Child Development Worker	22.75	23.54	24.33	25.21	26.09	27.04
--------------------------	-------	-------	-------	-------	-------	-------

**Effective March 22, 2014 to March 20, 2015**

Direct Support Provider 2	11.01	11.01	11.01
Direct Support Provider 3	12.85	13.44	14.07
Direct Support Provider 4	16.12	16.79	17.41
Direct Support Provider 5	20.33	21.16	21.99

**Article 20 – Merit Increase**

- 20:01 A merit increase may be granted in recognition of satisfactory performance on the employee's anniversary date.
- 20:02 An employee will have an anniversary date for each classification that they work.
- 20:03 The anniversary date for each classification will be established as the first of the month which follows the date on which the employee is appointed into the pay grid for that classification.
- 20:04 Where the pay range for an employee's classification permits, an employee shall be eligible for a merit increase in that classification twelve (12) months from the employee's anniversary date for that classification provided the employee has accumulated nine hundred and sixty (960) regular hours of work in that classification during that twelve (12) month period.
- 20:05 Accumulation of hours worked towards a merit increase will commence from the anniversary date.
- 20:06 When an employee receives a merit increase in a classification, the accumulation of the next nine hundred and sixty (960) regular hours towards a merit increase begins at zero (0) from the anniversary date or the first of the month following the date on which the employee received the merit increase.
- 20:07 An employee who works nine hundred and sixty (960) regular hours in each of one or more classifications in twelve (12) months will be eligible for a merit increase in each classification that the employee accumulated nine hundred and sixty (960) regular hours.
- 20:08 The effective date for an employee's merit increase shall be the first day of the bi-weekly pay period which includes the employee's anniversary date.
- 20:09 If an employee has not accumulated nine hundred and sixty (960) regular hours during the twelve (12) month period and as a result has not received a merit increase, the employee is eligible for a merit increase on the first day of the bi-weekly period in which the employee accumulates nine hundred and sixty (960) hours. The employee's anniversary date would then change to the first of the month which follows the date of the merit increase.

20:10 Where a merit increase is not granted to an employee on the employee's anniversary date:

- (a) the employee shall be provided in writing with the reasons the merit increase was denied;
- (b) the merit increase may be granted to the employee on any subsequent monthly anniversary date which is not less than three (3) months from the employee's anniversary date. The effective date for such merit increase shall be the first of day of the bi-weekly pay period which includes the subsequent monthly anniversary date referred to;
- (c) the employee is eligible for a merit increase at the employee's next anniversary date notwithstanding that the employee was granted a merit increase under Subsection :08(b).

### **Article 21 – Remoteness Allowance**

21:01 Remoteness allowances shall be paid to employees subject to the eligibility criteria and conditions laid down in this Article.

21:02 Eligibility claim: a notarized eligibility claim, in a standard format to be determined by the Employer in accordance with the provisions of this Article for the payment of dependant's or single rate of allowances shall be submitted to the Employer when first requesting the allowance, and renewed not less frequently than annually thereafter, normally prior to the fiscal year or where any change in dependants claimed arises.

21:03 Single or dependant'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 dependant'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 dependants where a dependant includes:

- (a) marital partner living with and dependant on the employee for main and continuing support;
- (b) an unmarried child under eighteen (18) years of age;
- (c) 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;
- (d) an unmarried child of any age if physically incapable or mentally disabled, provided such a child is dependant on the employee for support.

21:04 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 dependant's rate.

21:05 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 dependant rate shall be paid to one (1) partner only and the other partner will not receive either the dependant or single rate of remoteness allowance.

21:06 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 dependant rate will be paid to the regular employee, if the other partner is temporary or departmental, or the first employee to be hired on a regular basis, otherwise to the first employee hired. Where specially requested by both employees in writing, the dependant's rate may be divided and equal amounts (to the nearest cent) paid to each employee.

21:07 Locations and Residence

The remoteness allowance applicable to the location at which the employee has established the employee's 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 the employee's headquarters the location for remoteness allowance shall be determined by the Supervisor. 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.

21:08 Hourly Rated Allowance

Remoteness allowances are to be determined separately from hourly wage rates. Remoteness allowances will be pro-rated based on the number of hours an employee works in a bi-weekly period with eighty (80) hours representing one hundred per cent (100 %) of a bi-weekly period.

21:09 Limitations

The remoteness allowances for the various communities, for single or dependant's as indicated, represent a maximum bi-weekly allowance relative to paid employment. They are payable during paid holidays taken during continued employment. They are not payable during periods of absence without pay. They are not included as part of regular earnings.

21:10 Rates

The bi-weekly remoteness allowances relative to each location at single and dependant rates are attached. Communities in an eligible area for which no allowance has been established may be added to the list in accordance with the government formula.



The bi-weekly remoteness allowances will increase in accordance with the rates in the Government Employees' Master Agreement.

21:11 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 then 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.

**BI-WEEKLY REMOTENESS ALLOWANCE****BIWEEKLY REMOTENESS ALLOWANCES**

LOCATION	Effective March 14, 2009		Effective March 24, 2012		Effective March 23, 2013	
	DEPENDENT	SINGLE	DEPENDENT	SINGLE	DEPENDENT	SINGLE
Berens River	\$256.87	\$147.27	\$263.94	\$151.32	\$271.20	\$155.48
Bissett	\$170.42	\$100.76	\$175.10	\$103.53	\$179.92	\$106.38
Bloodvein River	\$260.71	\$149.75	\$267.88	\$153.87	\$275.25	\$158.10
Brochet	\$306.84	\$176.68	\$315.28	\$181.55	\$323.95	\$186.54
Churchill	\$248.05	\$150.50	\$254.88	\$154.65	\$261.89	\$158.90
Cormorant	\$144.84	\$92.35	\$148.82	\$94.89	\$152.91	\$97.50
Cranberry Portage	\$124.10	\$78.20	\$127.51	\$80.34	\$131.02	\$82.55
Crane River	\$152.88	\$111.09	\$157.08	\$114.14	\$161.40	\$117.28
Cross Lake	\$276.19	\$159.67	\$283.79	\$164.05	\$291.59	\$168.56
Dauphin River (Anama Bay)	\$171.34	\$121.58	\$176.05	\$124.92	\$180.89	\$128.36
Easterville	\$126.70	\$80.00	\$130.18	\$82.19	\$133.76	\$84.45
Flin Flon	\$107.39	\$66.80	\$110.34	\$68.63	\$113.37	\$70.52
Gillam	\$220.66	\$133.52	\$226.73	\$137.18	\$232.97	\$140.95
God's Lake Narrows	\$304.35	\$174.96	\$312.72	\$179.78	\$321.32	\$184.72
God's River	\$308.30	\$177.65	\$316.79	\$182.55	\$325.50	\$187.57
Grand Rapids	\$123.18	\$76.16	\$126.57	\$78.26	\$130.05	\$80.41
Ilford	\$329.68	\$188.71	\$338.74	\$193.90	\$348.06	\$199.23
Island Lake/Garden Hill	\$283.55	\$161.97	\$291.35	\$166.42	\$299.36	\$171.00
Jen Peg	\$201.37	\$120.39	\$206.91	\$123.69	\$212.60	\$127.09
Lac Brochet	\$334.39	\$191.82	\$343.58	\$197.11	\$353.03	\$202.53
Leaf Rapids	\$170.33	\$105.71	\$175.01	\$108.63	\$179.82	\$111.62
Little Grand Rapids	\$273.27	\$154.97	\$280.80	\$159.23	\$288.52	\$163.61
Lynn Lake	\$175.89	\$106.50	\$180.74	\$109.42	\$185.71	\$112.43
Manigotagan	\$170.42	\$100.76	\$175.10	\$103.53	\$179.92	\$106.38
Matheson Island	\$173.72	\$123.20	\$178.51	\$126.59	\$183.42	\$130.07
Moose Lake	\$183.95	\$113.72	\$189.00	\$116.86	\$194.20	\$120.07
Negginan/Poplar Point	\$261.17	\$150.21	\$268.35	\$154.33	\$275.73	\$158.57
Nelson House	\$188.06	\$114.83	\$193.23	\$118.00	\$198.54	\$121.25
Norway House	\$245.68	\$140.48	\$252.43	\$144.34	\$259.37	\$148.31
Oxford House	\$298.54	\$170.79	\$306.75	\$175.49	\$315.19	\$180.32
Pikwitonie	\$240.85	\$144.26	\$247.47	\$148.23	\$254.28	\$152.31
Pukatawagan	\$198.46	\$121.90	\$203.92	\$125.26	\$209.53	\$128.70
Red Sucker Lake	\$302.76	\$173.65	\$311.09	\$178.44	\$319.64	\$183.35
St. Therese Point	\$283.55	\$161.97	\$291.35	\$166.42	\$299.36	\$171.00
Shamattawa	\$324.01	\$188.15	\$332.92	\$193.31	\$342.08	\$198.63
Sherridon	\$196.14	\$120.32	\$201.54	\$123.62	\$207.08	\$127.02
Snow Lake	\$147.36	\$91.59	\$151.40	\$94.11	\$155.56	\$96.70
Southern Indian Lake	\$312.10	\$180.01	\$320.69	\$184.96	\$329.51	\$190.05
Split Lake	\$324.70	\$185.33	\$333.64	\$190.43	\$342.82	\$195.67
Tadoule Lake	\$339.52	\$195.44	\$348.86	\$200.81	\$358.45	\$206.33
The Pas	\$100.78	\$61.59	\$103.55	\$63.28	\$106.40	\$65.02
Thicket Portage	\$240.33	\$143.88	\$246.94	\$147.85	\$253.73	\$151.92
Thompson	\$160.44	\$112.72	\$164.85	\$115.82	\$169.38	\$119.01
Wabowden	\$205.91	\$140.52	\$211.57	\$144.38	\$217.39	\$148.35
Waterhen	\$127.21	\$79.56	\$130.72	\$81.76	\$134.31	\$84.01
York Landing	\$327.54	\$190.77	\$336.54	\$196.02	\$345.79	\$201.41

### **Article 22 – Travel Policy**

- 22:01 Where eligible and authorized as part of a work assignment and where the employee uses a privately owned vehicle, the Employer shall reimburse the employee for distance travelled:
- a) greater than eight (8) kilometres from the employee's residence to the first work assignment of the day;
  - b) greater than eight (8) kilometres from the last work assignment of the day to the employee's residence;
  - c) the shortest route between consecutive and contiguous work assignments in a day.
- 22:02 For employees who work in a region other than the region in which they reside, the paid distance to the first work assignment shall begin eight (8) kilometers inside the assignment region and end at the assignment location. The paid distance from the last work assignment will begin eight (8) kilometers from the assignment location and end at the assignment region boundary.
- 22:03 Subject to Section :01 the distance rate will be reimbursed in accordance with the rates in the Government Employees Master Agreement.

### **Article 23 – Resignations**

- 23:01 Employees wishing to resign shall provide the Employer with a written notice of resignation which shall specify the last day upon which an employee will be available for work.
- 23:02 The effective date of a resignation shall be the last day upon which an employee is present at work and performs the employee's regular duties.
- 23:03 Employees shall give written notice of resignation at least two (2) weeks prior to the date on which the resignation is to be effective unless they have been employed one year or less whereby one (1) weeks' notice is sufficient.
- 23:04 Where an employee is absent without leave for five (5) consecutive scheduled shifts, the employee shall be considered to have abandoned the employee's position and shall be deemed to have resigned without notice on the last day of which the employee was present at work and performed the employee's regular duties.
- 23:05 Employees are required to return all materials, equipment, keys, etc. belonging to the Employer at or prior to the date of resignation or termination.

### **Article 24 – Disciplinary Action**

- 24:01 Each employee shall observe standards of behaviour consistent with the employee's function as an employee of the Department and in compliance with the terms of this Agreement.

- 24:02 An employee shall only be disciplined for "just cause."
- 24:03 A hearing may be held with an employee prior to making a determination to suspend or dismiss an employee. The employee has the option to have a Union representative present.
- 24:04 Where disciplinary action has been taken the employee shall be advised in writing of the disciplinary action.
- 24:05 An employee may grieve disciplinary action in accordance with the grievance procedures.
- 24:06 No notice or pay in lieu thereof is required where an employee is dismissed.

### **Article 25 – Grievance Procedures**

- 25:01 The parties to this Agreement recognize the desirability for prompt resolution of grievances through an orderly process without stoppage of work or refusal to perform work.
- 25:02 It is mutually agreed that an effort shall be made to resolve complaints through discussion before a written grievance is initiated. The aggrieved employee shall have the right to have a representative present at such a discussion.
- 25:03 A “grievance” is defined as a complaint in writing concerning:
- a) the application, interpretation, or alleged violation of an Article of this Agreement or a signed Memorandum of Agreement between the parties;
  - b) the dismissal, suspension, demotion, or written reprimand of an employee.

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

- 25:04 Notwithstanding Section :03, any employee may complain or grieve on any unsatisfactory working condition up to and including Step 2 of the grievance procedure. The decision at Step 2 shall be final for such grievances and not subject to arbitration.
- 25:05 An employee has the right to representation by an Union representative at any step of the grievance procedure.
- 25:06 Step 1
- a) Within twenty (20) working days after the date upon which the employee was notified orally or in writing, or on which the employee first became aware of the action or circumstances giving rise to the grievance, the employee shall present the grievance with the redress requested to the Regional Director or Community Area Director;

- b) The Regional Director or designate shall sign for receipt of the grievance and if the nature of the grievance is such that the Regional Director or Community Area Director is authorized to deal with it, the Regional Director or Community Area Director shall issue a decision in writing to the employee and to the Union within fifteen (15) working days;
- c) If the nature of the grievance is such that a decision cannot be given below a particular level of authority, the Regional Director or Community Area Director shall forward the grievance to the appropriate authority and so inform the employee and the Union.

### Step 2

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

### Step 3

- a) A decision of the Executive Director or designate may be submitted to arbitration depending upon the nature of the grievance and providing the category of the grievance is such as is defined in Section :03. The decision of the arbitration board shall be final and binding for all such grievances. Union approval is required to submit any grievance to arbitration.

25:07 This Article is limited to grievances related to events that occurred on or after the date of signing of this Agreement.

25:08 Subject to Section :03 of Article 8 – Probationary Period, the rejection of an employee on probation shall not be subject to arbitration.

25:09 Subject to Section :06 of Article 9 – Allocation of Work, allocation of work shall not be subject to arbitration.

## **Article 26 – Grievance Arbitration Procedures**

26:01 When a party desires that a grievance be submitted to arbitration, that party shall notify the other party in writing within twenty (20) working days of the decision handed down at Step 2 that they desire to go to arbitration. Where the party initiating the arbitration proceedings wishes to request arbitration by a single arbitrator, the notice referred to above shall so state:

- a) where the party who receives the notice accepts the request for a single arbitrator the parties will attempt to reach agreement on the selection of a single arbitrator within ten (10) working days;

- b) where the party who receives the notice rejects the request for a single arbitrator or where the parties have failed to reach agreement on the selection of a single arbitrator within ten (10) working days of receiving the notice, the party initiating the arbitration proceedings shall notify the other party in writing of their appointee to the Arbitration Board. The other party shall, within ten (10) working days of the receipt of the notice, provide written notice of their appointee. The members of the arbitration board shall, within ten (10) working days of the appointment of the second of them, appoint a third member who shall be the Chairperson;
- c) where the parties have agreed to a single arbitrator, the single arbitrator shall be considered to be an Arbitration Board for purposes of this Article.

26:02 Any of the time limits referred to above may be extended by mutual agreement of the parties.

26:03 The Arbitrator shall not have the power to add to, subtract from or modify or alter in any way the provisions of this Agreement or any signed Memorandum of Agreement between the parties.

### **Article 27 – Sick Leave**

This Article applies to all employees except for Family Services Support Workers, Thompson MB whose provisions are contained in Appendix I.

27:01 An employee may be granted sick leave without pay by the Employer where the employee is unable to be at work and perform the employee's duties as a result of illness or injury.

27:02 Where an employee is to be absent because of illness or injury, the employee shall endeavour to notify the employee's immediate Supervisor as soon as possible but at least one (1) hour prior to the scheduled shift.

### **Article 28 – Medical Fitness**

28:01 An employee may be required by the Employer to have a medical examination, either physical or psychiatric, from a duly qualified medical practitioner acceptable to or appointed by the Employer.

28:02 The Employer shall pay the cost of the medical examination if Manitoba Health does not cover the cost.

## **Article 29 – Safety and Health**

- 29:01 The Employer and the Union recognize that safety, accident prevention and preservation of health are of primary importance in all of the Department of Family Services and Labour Direct Support Provider and Child Development Worker operations and that these activities require the combined efforts of the Employer, employees and the Union.
- a) The Employer shall ensure so far as is reasonably practicable the safety, health and welfare at work of all the employees; and
  - b) Every employee shall take all reasonable precautions and follow all reasonable safety rules, practices and procedures in order to protect the employees' safety and health and safety and health of any other persons who may be affected by the employees' acts or omissions at work.
- 29:02 The Employer will provide its employees with safe working conditions, equipment and materials and will ensure that all reasonable precautions are taken.
- 29:03 The Union will make every effort to obtain the co-operation of each employee within the bargaining unit in the observation of all reasonable safety rules, practices and procedures.
- 29:04 The parties recognize the importance of establishing a Workplace Safety and Health Committee to enhance the ability of employees and the Employer to resolve health and safety concerns.
- 29:05 The Workplace Safety and Health Committee shall be made up of not less than a total of four persons of whom at least one-half (1/2) shall be employees and normally they shall meet not less than once in each calendar quarter. The Employer will distribute minutes of Committee meetings to members of the Committee.
- 29:06 The objectives of the Workplace Safety and Health Committee includes:
- a) assisting employees to identify, record, examine, evaluate and resolve health and safety concerns in the workplace;
  - b) developing protocol procedures and conditions to help achieve health and safety in the workplace;
  - c) promoting education and training programs to develop detailed knowledge of health and safety concerns and responsibilities in each individual workplace.
- 29:07 Where an employee has reason to believe, and does believe, that a condition exists that places the employee's health and safety at risk, the employee shall report that condition to the employee's Supervisor.
- 29:08 An employee may refuse to perform work at a workplace where he has reasonable grounds to believe and does believe that the particular work is dangerous to the employee's safety or health, or the safety and health of another employee or any other person.

29:09 Where the employee refuses to work because the employee believes that the condition is a risk:

- a) the safety of the client shall not be jeopardized;
- b) the employee must be available to perform other work assignments.

29:10 In accordance with the stated objectives found in Section :06, the Employer shall allow each member of the Workplace Safety and Health Committee to take educational leave for a period of two (2) normal working days to a maximum of sixteen (16) hours each year without loss of pay or other benefits for the purposes of attending workplace safety and health training seminars, provided by the Union or others as approved by the Workplace Safety and Health Committee.

### **Article 30 – Sexual Harassment**

30:01 The parties recognize that the problem of sexual harassment may exist. However, the parties agree that sexual harassment will not be tolerated in the workplace or in connection with the workplace.

30:02 Where an employee is of the opinion that the employee has been or is being sexually harassed by another employee, the employee may forward a written complaint directly to the Executive Director. Where that is not possible, the complaint may be forwarded to the Human Resources Director. The complaint shall be marked "Personal and Confidential."

30:03 The Executive Director or designate will endeavour to resolve the matter in an expeditious and confidential manner.

30:04 The alleged offender shall be entitled to notice of the complaint and shall be given the opportunity to respond to the complaint.

30:05 The Executive Director or designate, after investigating the complaint, shall have the authority to:

- a) dismiss the complaint; or
- b) determine the appropriate discipline; and/or
- c) take any action which in the Executive Director's or designate's opinion may be necessary.

30:06 Where the Executive Director or designate determines that a complaint has been made for frivolous, or vindictive reasons, the Executive Director or designate shall have the authority to:

- a) take disciplinary action against the complainant; and/or
- b) take any action against the complainant which in the Executive Director's or designate's opinion, may be necessary.



### **Article 31 – Civil Liability**

- 31:01 If an action or proceeding is brought against any employee covered by this Agreement for an alleged tort committed by such employee in the performance of their duties, then:
- a) the employee, upon being served with any legal process, or upon receipt of any action or proceeding as herein before referred to, being commenced against the employee shall advise the Employer of any such notification or legal process;
  - b) the Employer shall pay any damages or costs awarded against any such employee in any such action or proceeding and all legal fees; and/or
  - c) the Employer shall pay any sum required to be paid by such employee in connection with the settlement of any claim made against such employee if such settlement is approved by the Employer provided the conduct of the employee which gave rise to the action did not constitute gross negligence of the employee's duty as an employee;
  - d) upon the employee notifying the Employer in accordance with paragraph (a) above, the Employer and the employee shall forthwith meet and appoint counsel that is mutually agreeable to both parties. Should the parties be unable to agree on counsel that is satisfactory to both, then the Employer shall unilaterally appoint counsel. The Employer accepts full responsibility for the conduct of the action and the employee agrees to co-operate fully with appointed counsel.

### **Article 32 – Labour/Management Committee**

- 32:01 A joint consultation Labour/Management Committee will be established. The Labour/Management Committee shall consist of an equal number of representatives but no more than three (3) representatives of the Employer and three (3) representatives of the Union. The Labour/Management Committee shall meet at the request of either party for the purpose of discussing matters of mutual concern, and which either party considers appropriate for discussion by the Labour/Management Committee.
- 32:02 The Labour/Management Committee may make recommendations to the Union and the Employer with respect to its discussion and conclusions, but it shall not have jurisdiction over wages, or any matter of collective bargaining including the administration of this Agreement. The Labour/Management Committee does not have the power to bind either the Union or its members or the Employer to its decisions or conclusions.
- 32:03 Employees will not be paid to attend Labour/Management Committee meetings.

### **Article 33 – Court Leave**

- 33:01 An employee who is summoned for jury duty or who receives a summons or subpoena to appear as a witness in a court proceeding shall be granted a leave of absence without pay for the required period.

**Article 34 – Workers Compensation**

- 34:01 Where an employee is injured on the job and is required to leave for medical treatment and/or is sent home by the Employer due to the injury, the employee shall incur no loss in regular pay for the day on which the accident occurs.
- 34:02 Transportation to the nearest physician or hospital for employees requiring immediate medical care as a result of an on-the-job accident shall be provided by or at the expense of the Employer if not covered by a medical plan.

**Signing Page**

*Originally signed by Darlene Tremblay*  
For the Manitoba Government and  
General Employees' Union

*Originally signed by Michelle Dubik*  
For the Department of Family Services  
and Labour

*Originally signed by Marni Yasumatsu*  
For the Province of Manitoba

*February 27, 2013*

**Memorandum of Agreement #1**

**SUBJECT: PRO-RATING FACTOR**

Where the term “pro-rating factor” is used in this Collective Agreement, it shall be calculated as follows:

$$\frac{\text{Regular hours paid in the preceding two (2) full bi-weekly pay periods}}{160}$$

Originally signed by Darlene Tremblay  
For the Manitoba Government and  
General Employees' Union

Originally signed by Marni Yasumatsu  
For the Province of Manitoba

February 27, 2013  
Date

**Memorandum of Agreement #2**

**SUBJECT: ALLOCATION OF WORK**

In determining the distribution and assignment of work, it is at the Employer's sole discretion to determine what consideration, if any, the Employer gives to the distance an employee would be required to travel from their residence to the assignment location and the associated expense.

*Originally signed by Darlene Tremblay*  
For the Manitoba Government and  
General Employees' Union

*Originally signed by Marni Yasumatsu*  
For the Province of Manitoba

*February 27, 2013*  
Date

### **Memorandum of Agreement #3**

#### **SUBJECT: REGULAR ASSIGNMENT OF MINIMUM BI-WEEKLY HOURS**

The purpose of this Memorandum is to facilitate the introduction and implementation, on a trial basis, of a number of positions within the bargaining unit that will have a minimum assignment of hours on a bi-weekly basis.

The parties, therefore, agree as follows:

1. This Memorandum is effective from the first day of the bi-weekly pay period following the date of signing of the Agreement and will continue in effect until March 20, 2015 (the "Trial Period").
2. Upon this Memorandum coming into effect, the Employer will introduce positions with a minimum number of assigned hours by geographic area and classification as outlined in Appendix "A". The number, location and classification of the positions as well as the minimum number of hours assigned to each position will be at the sole discretion of the Employer.
3. Employees in these positions shall be regularly assigned hours within the range of hours specified. The bi-weekly hours assigned shall not fall below the minimum number of hours in the range.
4. For scheduling purposes, employees in these positions are required to be available any time during the fourteen (14) day bi-weekly period and cannot refuse assignments within the designated range of hours, except under the circumstances outlined in paragraph 6 of this Memorandum.
5. Where an employee with a range of 40 to 60 hours bi-weekly wants to work additional hours beyond 60 hours bi-weekly, the employee may notify their Supervisor in accordance with Article 9:04 of the Agreement. The offer and acceptance of hours beyond 60 hours bi-weekly would be governed by Article 11:01 of the Agreement.
6. Where an employee is unable to commence an assignment due to client circumstances beyond the control of the employee and this results in the employee's hours falling below the bi-weekly minimum, the Employer will make reasonable efforts to provide another assignment(s) to meet the bi-weekly minimum. If the Employer is not able to provide another assignment(s) by the end of the bi-weekly pay period, the Employer will pay the employee as though the employee had worked the bi-weekly minimum number of hours. If the Employer provides another assignment(s) and the employee refuses the assignment(s), the employee will only be paid for hours worked during the bi-weekly period.
7. Each position created pursuant to this Memorandum shall have a headquarters assigned by the Employer for the purposes of calculating mileage. Transportation between the employee's residence and headquarters may not be claimed.

8. The Employer will reimburse the employee for distance travelled:
  - a. between headquarters and the assignment; or
  - b. where the employee travels from their residence to the assignment, the distance travelled between headquarters and the assignment or the distance travelled between the employee's residence and the assignment, whichever is lesser; and
  - c. the shortest route between consecutive and contiguous work assignments in a day.
9. Positions created pursuant to this Memorandum shall be posted within six (6) months of the signing of the Agreement.
10. Postings will indicate the location of the position.
11. These positions shall be filled through competition by qualified internal candidates. Where there are no qualified internal candidates, the Employer will post the positions externally.
12. The selection of employees for these positions will be based on client need and employee skill, ability, knowledge, personal suitability, experience and availability.
13. Successful candidates will be subject to Article 8 – Probationary Period. Successful internal candidates may have up to three hundred (300) regular paid hours worked recognized toward fulfilling the probationary period. Where an internal candidate has been rejected during probation, upon such rejection, the employee will revert to casual status and work will be allocated as per the Collective Agreement.
14. All other provisions of the Collective Agreement between the parties shall apply without change.
15. The parties shall meet twelve (12) months prior to the expiration of the Trial Period to discuss the trial and the Employer will give consideration to whether there is capacity to increase the number of positions.
16. The parties shall meet three (3) months prior to the expiration of the Trial Period to review the trial and discuss whether and on what terms these positions will continue.

*Originally signed by Darlene Tremblay*  
For the Manitoba Government and  
General Employees' Union

*Originally signed by Marni Yasumatsu*  
For the Province of Manitoba

February 27, 2013

Date

## Appendix "A"

Region	Number of Positions	Classification	Range of Bi-weekly Hours
Winnipeg	12	DSW4	40 to 60
Central Manitoba	1	DSW4	60 to 80
Central Manitoba	2	DSW4	40 to 60
Interlake	1	DSW4	40 to 60
North	2	DSW4	60 to 80
North	2	DSW4	40 to 60
Parkland	1	DSW4	40 to 60
Westman	4	DSW4	60 to 80
Westman	2	DSW4	40 to 60
Central Manitoba (Portage & Morden)	2	CDW	60 to 80
Eastman (Steinbach, Beausejour)	2	CDW	40 to 60
Parkland (Swan River & Dauphin)	2	CDW	60 to 80
Westman (Brandon)	2	CDW	60 to 80
Westman (Minnedosa & Boissevain)	2	CDW	40 to 60
TOTAL	37		



## Memorandum of Agreement #4

### SUBJECT: HEALTH SPENDING ACCOUNT (HSA)

The parties agree to the establishment of a Health Spending Account for employees within the following parameters:

- The Health Spending Account shall apply to employees covered by MOA #3 regarding Regular Assignment of Minimum Bi-weekly Hours, who are on staff as of January 1, 2014.
- The HSA shall become applicable to claims for allowable expenses (as determined by the account plan) incurred commencing January 1, 2014.
- Effective January 1, 2014, and applicable to employees covered by MOA #3 regarding Regular Assignment of Minimum Bi-weekly Hours, who are on staff as of January 1, 2014, maximum claims shall be two hundred and fifty dollars (\$250.00)/year per 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. an employee had \$300 in claims in the first year. The employee can claim the \$250 and carry forward the additional \$50 in claims for up to one year.
- Employees can apply for reimbursement once claims total \$100 (i.e. the "trigger point").
- Reimbursement for claims is once every two months.
- An employee must file a claim.
- Employees to receive annual statements.
- The plan shall use Revenue Canada's definition of dependent (i.e. an employee can pay HSA eligible expenses for anyone for whom they can claim a tax deduction).
- Plan coverage and administration is to be determined by the Employer.

Originally signed by Darlene Tremblay  
For the Manitoba Government and  
General Employees' Union

Originally signed by Marni Yasumatsu  
For the Province of Manitoba

February 27, 2013  
Date

**Memorandum of Agreement #5**

**SUBJECT: CHILD DEVELOPMENT WORKERS' SPECIAL ADJUSTMENT**

Whereas a new pay grid will be implemented for Child Development Workers on March 20, 2015, the parties therefore agree that:

1. On March 20, 2015, all Child Development Workers will be placed at Step 1 of the new pay grid;
2. The anniversary date for all Child Development Workers placed pursuant to paragraph 1 will be established as April 1, 2015; and
3. This Memorandum is effective from the first day of the bi-weekly pay period following the date of the signing of the Agreement until March 20, 2015 inclusive and shall expire on that date.

*Originally signed by Darlene Tremblay*  
For the Manitoba Government and  
General Employees' Union

*Originally signed by Marni Yasumatsu*  
For the Province of Manitoba

*February 27, 2013*  
Date

**Appendix I**

**Family Services Support Workers,  
Rehabilitation and Community Living,  
Thompson, Manitoba**

**List of affected employees**

The employees listed below shall be the only employees eligible for the articles listed in Appendix I:

Burt, Vera  
Shears, Catherine

**Article 6 – Rights of Stewards**

- 6:01 “Steward” means an employee elected or appointed by the Union who is authorized to represent the Union, an employee, or both.
- 6:02 The Steward and employees shall not conduct Union business during their working time or on work premises.
- 6:03 Notwithstanding Section :02, where it is necessary for a Steward to attend a grievance hearing during work hours, the Steward shall first obtain permission from the Employer. Such permission shall not be unreasonably denied.

**Article 11 – Availability for Work**

- 11:01 An employee who has not accepted any work assignment for three (3) calendar months shall be deemed to have resigned unless employment continuation is approved by the Employer.

**Article 13 – General Holidays**

13:01 The following are recognized holidays:

New Year’s Day	Labour Day
Louis Riel Day	Thanksgiving Day
Good Friday	Remembrance Day
Victoria Day	Christmas Day
Canada Day	Boxing Day

13:02 An employee is eligible for holiday pay in relation to a general holiday unless:

- a) The employee is absent on his or her first scheduled workday before or after the holiday without the employer’s consent; or

- b) The holiday falls on a day that would normally be a workday for the employee, and the employee
  - (i) is required or scheduled to work on the holiday, and
  - (ii) is absent on that day without the employer's consent.

13:03 For the purpose of Section :02, the Employer is deemed to have consented to the absence of an employee if the employee is absent:

- a) on a leave to which he or she is entitled or which he or she has been given by the employer; or
- b) because he or she is ill.

13:04 An eligible employee's holiday pay is 5% of the employee's total wages, excluding overtime wages, for the four-week period immediately preceding the bi-weekly pay period which includes the holiday.

13:05 An employee who works on a general holiday is entitled to be paid:

- a) for the hours worked at the overtime rate; and
- b) holiday pay for that day provided the employee is eligible for holiday pay.

#### **Article 17 – Compassionate Leave**

17:01 An employee shall be entitled to compassionate leave of three (3) consecutive scheduled shifts with pay in the event of the death of a member of the employee's immediate family.

17:02 An employee shall be entitled to additional compassionate leave up to a maximum of one (1) scheduled shift without loss of salary, requested for the purpose of attending a funeral at a distance.

17:03 For the purpose of granting compassionate leave, immediate family is defined as father, mother, step-parent, brother, sister, spouse, child or ward of the employee, or relative permanently residing in the employee's household or with whom the employee permanently resides.

17:04 An employee shall be entitled to one (1) scheduled shift leave with pay to attend the funeral of an employee's father-in-law, mother-in-law, son-in-law, daughter-in-law, brother-in-law, sister-in-law, grandchild or grandparent.

17:05 The calculation of compassionate leave shall be based on the pro-rating formula contained in the attached Memorandum of Agreement.

#### **Article 19 – Wages and Classifications**

19:01 When an employee receives a new assignment the employee will be appointed to the first pay rate of the classification set out for an assignment unless they have received a merit increment in that classification.

**YEAR 1****Effective March 26, 2011 to September 30, 2011**

Direct Support Provider 2	9.57	9.82	10.05
---------------------------	------	------	-------

**Effective October 1, 2011 to March 23, 2012**

Direct Support Provider 2	10.00	10.00	10.05
---------------------------	-------	-------	-------

**Effective March 26, 2011 to March 23, 2012**

Direct Support Provider 3	11.99	12.55	13.14
Direct Support Provider 4	15.08	15.71	16.30
Direct Support Provider 5	19.06	19.83	20.62
Child Development Worker	15.71	16.30	16.78

**YEAR 2****Effective March 24, 2012 to September 30, 2012**

Direct Support Provider 2	10.00	10.00	10.05
---------------------------	-------	-------	-------

**Effective October 1, 2012 to March 22, 2013**

Direct Support Provider 2	10.25	10.25	10.25
---------------------------	-------	-------	-------

**Effective March 24, 2012 to March 22, 2013**

Direct Support Provider 3	11.99	12.55	13.14
Direct Support Provider 4	15.08	15.71	16.30
Direct Support Provider 5	19.06	19.83	20.62
Child Development Worker	15.71	16.30	16.78

**YEAR 3****Effective March 23, 2013 to September 19, 2013**

Child Development Worker	16.98	17.61	18.13
--------------------------	-------	-------	-------

**Effective September 20, 2013 to March 21, 2014**

Child Development Worker	17.83	18.49	19.04
--------------------------	-------	-------	-------

**Effective March 23, 2013 to March 21, 2014**

Direct Support Provider 2	10.70	10.70	10.70
Direct Support Provider 3	12.49	13.06	13.67
Direct Support Provider 4	15.67	16.32	16.92
Direct Support Provider 5	19.76	20.56	21.37

**YEAR 4****Effective March 22, 2014 to September 18, 2014**

Child Development Worker	19.27	19.98	20.57
--------------------------	-------	-------	-------

**Effective September 19, 2014 to March 19, 2015**

Child Development Worker	20.23	20.98	21.60
--------------------------	-------	-------	-------

**Effective March 20, 2015**

Child Development Worker	22.75	23.54	24.33	25.21	26.09	27.04
--------------------------	-------	-------	-------	-------	-------	-------

**Effective March 22, 2014 to March 20, 2015**

Direct Support Provider 2	11.01	11.01	11.01
Direct Support Provider 3	12.85	13.44	14.07
Direct Support Provider 4	16.12	16.79	17.41
Direct Support Provider 5	20.33	21.16	21.99

**Article 27 – Sick Leave**

- 27:01 Sick Leave Defined - Sick Leave means the period of time when an employee is permitted to be absent from work by virtue of being sick or disabled by an accident for which compensation is not payable under the Workers' Compensation Act. An employee shall receive pay for straight time lost on the day of a compensable accident.
- 27:02 Each employee will be credited with a one-half (½) day sick leave credit for each eighty (80) hours of regular hours worked.
- 27:03 Upon completion of four (4) years accumulated service each employee will be credited with one (1) day sick leave for every 80 hours worked.
- 27:04 Sick leave shall not accumulate beyond sixty-five (65) working days.
- 27:05 Sick leave with pay will be paid to employees based on the number of hours they were scheduled to work on the day they were absent due to sickness.
- 27:06 Employees may be required by the Employer to produce a certificate satisfactory to the Employer from a duly qualified medical practitioner or dentist, for any illness certifying that they are unable to carry out their duties due to illness.

**Article 34 – Seniority**

- 34:01 Seniority is defined as an employee's accumulated regular hours paid from the date of hire.
- 34:02 An employee will lose all seniority when the employee:
- a) resigns;
  - b) retires;
  - c) is dismissed and not reinstated;
  - d) dies.
- 34:03 For purposes of this Article, a year of accumulated service shall be two thousand and eighty (2,080) regular hours paid.
- 34:04 The employer will provide the Union with a Seniority List in April of each year.

**Article 35 – Contracting Out**

35:01 The Employer will give all reasonable consideration to employment in the Community Living Program for Direct Support Providers who would otherwise become redundant due to contracting out.