

COLLECTIVE AGREEMENT

between

PROVINCE OF MANITOBA

and

THE PROFESSIONAL INSTITUTE OF

THE PUBLIC SERVICE OF CANADA

(M. A. G. E.)

March 30, 2019 – March 25, 2022

(i)
2019-2022
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THIS AGREEMENT made and entered into the 10th day of August 2022.

BETWEEN:

HER MAJESTY THE QUEEN,

in Right of the Province of Manitoba,

(Hereinafter referred to as "the Government"),

OF THE FIRST PART,

- and -

THE PROFESSIONAL INSTITUTE OF THE

PUBLIC SERVICE OF CANADA (M. A. G. E.),

(Hereinafter referred to as "the Institute"),

OF THE SECOND PART.

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

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

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

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

ARTICLE 1 – COPIES OF COLLECTIVE AGREEMENT

- 01 An electronic copy of this Collective Agreement and any amendments thereto shall be available to each Engineer, bound by this Agreement, in a searchable format.

The Engineer shall have the right to print a copy of the Collective Agreement for their own personal use.

ARTICLE 2 – INTERPRETATION

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

- 01 **“accumulated service”** means the equivalent length of service acquired by the Engineer in accordance with the following:
- (a) Accumulated service is calculated based on all hours for which an Engineer has received regular pay. This includes regular hours worked and approved leaves of absence from the Government of Manitoba where regular pay is maintained.
 - (b) Accumulated service does not include any leaves of absence without pay or with partial pay including but not limited to suspensions without pay and workers' compensation.
 - (c) Accumulated service must be continuous service.
 - (d) One year of accumulated service for Engineers at 7 1/4 hour per day classifications equals 1,885 hours of accumulated service.
 - (e) An Engineer can only receive a maximum of one year of accumulated service in any 12 month period.
- 02 **“continuous service”** means consecutive and contiguous days, weeks, months and/or years of employment with the Government of Manitoba where there has been no break in service involving termination of the Engineer.
- 03 **"Employee"** means a person employed in a position in the bargaining unit. In this Collective Agreement, "Employee" and "Engineer" may be used interchangeably.
- 04 **“Employing Authority”** means in respect of a department:
- (i) the Minister presiding over a department; or
 - (ii) the Deputy Minister; or
 - (iii) any person designated by the Minister to act as Employing Authority in respect of the department on behalf of the Minister.

- 05 **"Government"** means Her Majesty The Queen in right of the Province of Manitoba. In this Collective Agreement "Government" and "Employer" may be used interchangeably.
- 06 **"Institute"** means The Professional Institute of the Public Service of Canada.
- 07 **"overtime"** shall mean overtime authorized by the Employing Authority and where the term "overtime" is used in this Collective Agreement, it shall mean "authorized overtime".
- 08 **"promotion"** means a change of employment from one (1) position to another having a higher maximum salary.
- 09 **"seniority"** means the length of service within the bargaining unit provided such service has not been broken by termination of the Engineer. Termination occurs only upon Engineer resignation, retirement, dismissal without reinstatement, death, or permanent lay-off.
- 10 **"transfer"** means the removal of an Engineer from a position to another position in the same class or to another position in a different class having the same maximum rate of pay.
- 11 **"lay-off"** means to temporarily remove from a position of employment subject to the Engineer retaining such rights as set out under this Collective Agreement.
- 12 **"increment"** means the amount per annum provided as a rate of increase in the applicable salary payable to any eligible Engineer, which unless the context of the relevant approved pay range otherwise clearly indicates, may be granted annually on the applicable anniversary date.
- 13 **"departmental employee"** means a person employed in or under the Department of Transportation and Infrastructure, whose appointment is made to an EG1 or EG2 position, and is designated as departmental for payroll or budget purposes.
- 14 **"Term Engineer"** means an external person employed in a position in the bargaining unit, hired for a specific term of employment. The term of employment may be based on a specific period of time or the completion of a specific job or until the occurrence of a specific event. A term Engineer will not be provided any further notice of the expiration date of their term employment except for cases of lay-off or termination prior to the expiry of the term appointment.

ARTICLE 3 – RESPECTFUL WORKPLACE – NO DISCRIMINATION, HARASSMENT, SEXUAL HARASSMENT OR BULLYING

- 01 The parties hereto agree that every Engineer is entitled to work in an environment that is respectful and free from all forms of discrimination, harassment including sexual harassment and bullying and this behaviour will not be tolerated in the workplace or in connection with the workplace.
- 02 The parties also 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, sexual orientation, race, creed, colour, ethnic or national origin, physical disability, political or religious affiliation or membership in the Institute or activities in the Institute or any other applicable characteristic as set out in the Manitoba Human Rights Code.
- Further as set out in the Code, the Parties agree that there shall be no discrimination with respect to any aspect of an employment or occupation, unless the discrimination is based upon bona fide and reasonable requirements or qualifications for the employment or occupation.
- 03 All pay and benefit provisions in the Collective Agreement have been negotiated with the specific understanding that the provisions are not discriminatory.
- 04 The parties recognize that the problem of discrimination, harassment, sexual harassment, or bullying may exist. However, the parties agree that discrimination, harassment, sexual harassment, or bullying will not be tolerated in the workplace or in connection with the workplace.
- 05 Where an Engineer is of the opinion that the Engineer has been, or is being, discriminated, harassed, sexually harassed, or bullied by another employee, the Engineer may forward a written complaint directly to the Deputy Minister or Human Resources Director of the Department concerned. Where this is not possible, the complaint may be forwarded to the Civil Service Commission. The complaint shall be marked "Personal and Confidential".
- 06 The Deputy Minister or designate will endeavour to resolve the matter in an expeditious and confidential manner.
- 07 The respondent shall be entitled to notice of the complaint and shall be given the opportunity to respond to the complaint.
- 08 The Deputy Minister 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 Deputy Minister's opinion may be necessary.
- 09 Where the Deputy Minister or designate determines that a complaint has been made for frivolous, or vindictive reasons, the deputy minister shall have the authority to:
- (a) take disciplinary action against the complainant; and/or
 - (b) take any action against the complainant which in the Deputy Minister's opinion may be necessary.
- 10 Any retaliation or reprisal, whether it be overt, covert, or physical by an Engineer, towards any employee who had filed a complaint or is acting as a witness, shall be considered harassment and be subject to disciplinary action.

ARTICLE 4 – MANAGEMENT RIGHTS

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

ARTICLE 5 – RECOGNITION OF THE INSTITUTE

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

- 05 Upon request, an Institute representative shall be provided with the opportunity to meet with newly hired Engineers for up to twenty (20) minutes during regular working hours. The time shall be established by agreement subject to operational requirements.

ARTICLE 6 – TERM OF COLLECTIVE AGREEMENT

- 01 The provisions of this Collective Agreement, unless otherwise specified, shall become effective from and including March 30, 2019 and shall continue in effect up to and including March 25, 2022 and thereafter until a new Collective Agreement has been concluded, provided, however, notice for renewal, revision, or termination of this Collective Agreement may be submitted by the Government or the Institute to the other party at least forty-five (45) calendar days prior to but not more than one hundred and eighty (180) calendar days prior to the termination date of this Collective Agreement, and in the case of notice of termination being given as aforesaid, this Collective Agreement shall terminate on March 25, 2022. If notice for renewal, revision, or termination of this Collective Agreement is not made as outlined above, prior to the termination date of this Collective Agreement, this Collective Agreement will continue in full force and effect for a further period of twelve (12) months. During the period of negotiations for renewal or revision of this Collective Agreement, this Collective Agreement and all of its terms and conditions shall remain in full force and effect.
- 02 If notice is given for renewal, revision, or termination of this Collective Agreement as aforesaid, the Institute and the Government agree that they shall deliver each to the other no later than 30 calendar days prior to the expiry date of the Collective Agreement, their written proposals for a new Collective Agreement, renewal, or revision of this Collective Agreement. The parties hereto agree that they will be restricted in their negotiations to the matters raised in the proposals made by them and that such proposals for any alterations or amendments to the Collective Agreement shall be in writing.
- 03 Upon notice being given by any of the parties hereto under Article 6:01 hereof each party agrees to commence negotiations within thirty (30) calendar days following receipt of the specific proposals for renewal, or revision to the Collective Agreement under Article 6:02, and commence collective bargaining for the new Collective Agreement or the renewal or revision of this Collective Agreement as proposed by the parties hereto.
- 04 All time limits may be extended by mutual consent.

ARTICLE 7 – MEDICAL FITNESS

- 01 A physical examination prior to initial appointment to any position covered by this Collective Agreement by a duly qualified medical practitioner designated by or acceptable to the Employing Authority may be required for any Engineer who, in the opinion of the Employing Authority should be given a physical examination.
- 02 The Employing Authority may require an Engineer to have a psychiatric examination; and/or a physical examination.
- 03 The cost of any examination or report as hereinbefore set out, shall be borne in its entirety by the Employing Authority.
- 04 A copy of the report that was submitted to the Employing Authority shall be provided to the Engineer within twenty (20) working days of receipt of the report.

ARTICLE 8 – RECRUITMENT AND SELECTION

- 01 a) The preference for filling vacancies shall be as follows:
 - i) promotion within the Civil Service;
 - ii) competition;
- b) If the vacancy or new position is to be filled by means of a competition, such vacancy or new position shall be posted by means of a Job Advertisement accessible to Engineers within the bargaining unit for a minimum period of one (1) week. The vacancy or new position may be simultaneously advertised.
- c) The Job Advertisement issued by the Civil Service Commission shall contain such information as: Job Title, Classification, Type, Location, Qualifications, Duties and Responsibilities, Salary and closing date for acceptance of applications.
- d) The closing date for acceptance of such applications shall not be less than ten (10) calendar days after the date on which the Job Advertisement was posted.
- e) Upon appointment, the Department shall advise the Institute when an Engineer is promoted into a vacant position without competition. The Institute, within ten (10) working days of the receipt of such advice may request in writing from the Department the reasons why the promotion was made without competition. The Department shall respond in writing to such a request within ten (10) working days of its receipt.
- f) Late applications received will be considered in accordance with the Principles and Policies for Managing Human Resources.

- 02 Article 8:01 hereof does not apply to positions to be filled at the entry level by graduate engineers. The term "**entry level**" shall mean positions at the Engineer 1 or Engineer 2 classifications, and the Environmental Engineer 1 and the Environmental Engineer 2 classifications.
- 03 Article 8:01 hereof does not apply to term positions of one (1) year or less duration but shall apply to multi-year term positions.
- 04 The selection of Engineers for vacant or new positions shall be on the basis of qualifications, abilities, prior work experience and seniority. Where the above factors are relatively equal, seniority shall be the governing factor.
- 05 An application from an Engineer in the bargaining unit shall be given preference if such applicant, on the basis of merit, ability, and prior work experience, can meet all the requirements of the position.
- 06 An Engineer who is an unsuccessful applicant for a vacant or new position shall, upon written request to the Civil Service Commission within thirty (30) days of receipt by the Engineer of the notification, be supplied with the written reason(s) for their non-acceptance.
- 07 Where a Term Engineer is employed in the same position performing the same function for a period of more than thirty-six (36) continuous months and where the need for the position is expected to continue, the Government will convert the Engineer to regular civil service status.
- 08 Notwithstanding Article 8:01, first consideration for filling vacancies or new positions shall be given to Engineers on the re-employment list.

ARTICLE 9 – PROBATION AND ASSESSMENT PERIOD

Probation Period

- 01 Every person hired as an Engineer shall be on probation for a period of six (6) months.
- 02 An Engineer's probation period may be extended by the Deputy Minister or designate. Such extension may be for a maximum of six (6) months.
- 03 An Engineer shall be notified in writing of any extension of the probation period under Article 9:02 prior to the expiry of the probation period. A meeting shall be held with the Engineer to discuss the extension at the request of the Engineer. The Engineer has the option to have a representative present.

- 04 An Engineer who is rejected during the probation period may grieve the rejection at Step 2 of the grievance procedure within fifteen (15) working days from the date the Engineer received notice of the rejection. The Deputy Minister or their designate shall hold a hearing to discuss the grievance with the Engineer and their representative. The decision at Step 2 shall be final for such grievances.
- 05 In the event of a lengthy absence due to illness or injury during the probationary period, the Employing Authority may extend the probationary period for longer than twelve (12) consecutive months. The total time spent on probation while at work, however, shall in no instance exceed twelve (12) months. This will allow the full period in which to evaluate the Engineer.

Assessment Period

- 06 Subject to Article 9:11, every Engineer appointed, promoted, or transferred to a position shall complete an assessment period of six (6) months.
- 07 An Engineer's assessment period may be extended by the Deputy Minister or designate. Such extension may be for a maximum of six (6) months.
- 08 An Engineer shall be notified in writing of any extension of the assessment period under Article 9:07 prior to the expiry of the assessment period. A meeting shall be held with the Engineer to discuss the extension at the request of the Engineer. The Engineer has the option to have a representative present.
- 09 Where an Engineer's services have been found to be unsatisfactory during their assessment period following a promotion or transfer, every reasonable effort will be made to relocate the Engineer to a similar position at the then prevailing salary for the classification and position that they occupied prior to their promotion or transfer.
- 10 An Engineer who is rejected during the assessment period may grieve the rejection at Step 2 of the grievance procedure within fifteen (15) working days from the date the Engineer received notice of the rejection. The Deputy Minister or their designate shall hold a hearing to discuss the grievance with the Engineer and their representative. The decision at Step 2 shall be final for such grievances.
- 11 Notwithstanding Article 9:06, an Engineer shall not be required to serve a further assessment period when:
 - (a) the Engineer is promoted without competition as a result of reclassification of the Engineer's position;
 - (b) the Engineer initiates a transfer to a position in the same classification involving similar duties and responsibilities;
 - (c) the Employer initiates the transfer or demotion of an Engineer from one (1) position to another for any reason.

- 12 In the event of a lengthy absence due to illness or injury during an assessment period, the Employing Authority may extend the assessment period for longer than twelve (12) consecutive months. The total time spent in their assessment period while at work, however, shall in no instance exceed twelve (12) months. This will allow the full period in which to evaluate the Engineer.

ARTICLE 10 – PERFORMANCE APPRAISAL

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

ARTICLE 11 – MERIT INCREASE

- 01 **“Merit increase”** means an increase in the rate of pay of an Engineer of one (1) increment within their pay range which may be granted in recognition of one (1) full year of satisfactory service.
- 02 The merit increase shall be effective on the applicable anniversary date.
- 03 Subject to Article 11:04 the anniversary date of an Engineer ~~employee~~ is the first of the month which follows the date on which the Engineer is employed in a position covered by this Collective Agreement.
- 04 The anniversary date for an Engineer affected by the provision of Section 11(4) of The Civil Service Act shall become the first day of the month that falls on or after the effective date of the promotion or transfer of the Engineer and the Engineer shall be eligible for the Engineer's next merit increase twelve (12) months from the anniversary date established in accordance with this Section.
- 05 Where a merit increase is not granted to an Engineer on the Engineer's anniversary date:
 - (a) the Engineer shall be notified of the merit increase denial on or before the applicable anniversary date. The Engineer shall be provided in writing with the reasons the merit increase was denied;
 - (b) the merit increase may be granted to the Engineer on any subsequent monthly anniversary date which is not less than three (3) months from the Engineer's anniversary date. The effective date for such a merit increase shall be the first day of the bi-weekly pay period which includes the subsequent monthly anniversary date referred to;

- (c) the Engineer may file a grievance at Step 1 of the grievance procedure. No grievance may be initiated where a merit increase is not granted to an Engineer under Article 11:05(b);
 - (d) the Engineer is eligible for a merit increase at the Engineer's next anniversary date notwithstanding that the Engineer was granted a merit increase under Article 11:05(b).
- 06 Where an Engineer has been on maternity leave and/or parental leave and as a result of such leave(s) fails to be evaluated under Article 10:01, the Engineer will be eligible for an appraisal and evaluation on the first of the month following the date on which the Engineer returns to work. The effective date of the increase shall be the first day of the bi-weekly pay period which includes the first of the month following the date upon which the Engineer returns to work.

ARTICLE 12 – TERMINATION OF EMPLOYMENT

- 01 The Employing Authority shall give a written notice of termination to each Engineer who is to be terminated, at least four (4) weeks before the date on which the Engineer's termination is to be effective.
- 02 Any Engineer who is voluntarily terminating employment with the Government shall give a written notice of termination to the Employing Authority at least four (4) weeks before the date on which the Engineer's termination is to become effective.
- 03 An Engineer may, with the approval of the Employing Authority withdraw their notice of resignation at any time before their resignation is to become effective.
- 04 The effective date of the termination shall be the last day upon which an Engineer performs their regular duties.
- 05 Notwithstanding Article 12:04, an Engineer who is retiring in accordance with the provisions of the Civil Service Superannuation Act, may, with the approval of the Employing Authority, be permitted to utilize paid leave in the form of vacation or banked time to be taken immediately prior to the Engineer's retirement date. In this circumstance, the effective date of resignation shall be deemed to be the last day of the Engineer's paid leave.

ARTICLE 13 – LAY-OFF

- 01 Where by reason of a shortage of work or funds, or the abolition of a position or material changes in duties or organization, an Employing Authority determines that a lay-off(s) is necessary within a department, the Employing Authority shall determine the classification(s) within the department from which the lay-offs are to take place.
- 02 In determining the order of laying off Engineers identified in Article 13:01, seniority shall be the determining factor in the classification from which Engineers are being laid off, provided the qualifications of the Engineers are relatively equal. This Article is subject to the requirement that the Engineers who are retained must have the qualifications to perform the duties which the remaining Engineers will be required to perform.
- 03 For purposes of this Article, “**qualifications**” refers to education, knowledge, training, skills, experience, aptitude, competence, and physical capability. The Employing Authority, in making a decision with respect to determining which Engineers are to be retained and which Engineers are to be laid off, shall determine the qualifications of the Engineers to perform the duties which the remaining Engineers will be required to perform, in a fair, reasonable and non-discriminatory manner. The onus of proof rests with the Employing Authority in any dispute over the application of qualifications to perform the duties which the remaining Engineers will be required to perform.
- 04 Except where an Engineer is being laid off at the end of a specific term of employment, or after completion of a job for which they were specifically employed, an Employing Authority laying off a regular Engineer shall give the Engineer four (4) weeks' written notice, or in the absence of such notice to the Engineer, payment in lieu thereof. The Institute will be provided a copy of lay-off notices issued to regular Engineers.
- 05 Where an Engineer is being laid-off at the end of a specific term of employment, or after the completion of a specific job for which they were employed, no notice of lay-off is required.
- 06 Where an Engineer alleges that their lay-off has not been in accordance with this Article, the grievance procedure set forth in this Collective Agreement shall apply except that the grievance shall be initiated in the second step of the procedure.
- 07 Engineers who are laid-off shall be placed on a re-employment list. Engineers placed on the re-employment list shall be called back in reverse order of lay-off in the classification from which the Engineer was laid-off.

- 08 An Engineer who is on the re-employment list must:
- (a) report any change of address and phone number to the Department without delay;
 - (b) if called back, respond to the call-back within five (5) working days of receipt of notification of call-back.
 - (c) return to work within ten (10) working days of notification of call-back or such other date as may be agreed upon between the Engineer and the Department;
 - (d) except for good and sufficient reasons, accept a call-back opportunity in accordance with this Article or be deemed to have resigned.

ARTICLE 14 – DISCIPLINARY ACTION

- 01 Where a person having supervisory authority over an Engineer believes that disciplinary action of that Engineer is necessary, they may:
- (a) orally or in writing reprimand the Engineer; or
 - (b) recommend to the Employing Authority such disciplinary measures including suspension or termination as are deemed advisable under the circumstances.
- 02 Any type of disciplinary action taken against a member of the bargaining unit herein must only be taken for just and proper cause.
- 03 Where a meeting is scheduled by the Employer to discuss or impose a disciplinary action the Engineer shall be advised that the meeting is a disciplinary meeting and shall be provided with reasonable notice of the meeting. The Engineer shall be advised that they have the right to have a representative of the Institute at the meeting. It is the Engineer's responsibility to arrange attendance by a representative of the Institute. An Engineer may choose to decline representation.
- 04 When a report pertaining to an Engineer's performance or conduct is placed on that Engineer's personnel file, the Engineer concerned shall be given an opportunity to sign the report in question to indicate that its contents have been read.
- 05 Where the Employer issues disciplinary action in writing, the Employer shall normally meet with the Engineer to communicate the areas of concern and the remedial action expected. Where the written disciplinary action is provided to the Engineer in a meeting, the Engineer shall sign a copy of the document only to confirm receipt of the disciplinary action. All disciplinary actions which are confirmed in writing shall be placed on the Engineer's file. A copy of the disciplinary action shall also be provided to the Engineer.

- 06 Where the Employer schedules an investigatory meeting regarding an Engineer's conduct, the Employer shall advise the Engineer that their conduct is the subject of the investigation. The Engineer will be provided with reasonable notice of the meeting and advised of their right to have an Institute representative attend the meeting. It is the Engineer's responsibility to arrange attendance by a representative of the Institute.
- 07 An Engineer may grieve any disciplinary action according to the grievance procedure. Grievances concerning demotion, suspension or dismissal shall be initiated at Step 2 of the grievance procedure.
- 08 The person or board to whom a grievance is made may:
- (a) uphold the disciplinary action; or
 - (b) vary the disciplinary action; or
 - (c) determine that no disciplinary action is warranted and remove any document pertaining to the disciplinary action from the Engineer's file(s).
- 09 No notice or payment in lieu thereof is required where an Engineer is dismissed.

ARTICLE 15 – GRIEVANCE PROCEDURE

- 01 The parties to this Collective Agreement desire prompt resolution of grievances through an orderly process without stoppage of work or refusal to perform work. Therefore the purpose of this Article is to establish such procedure for processing, discussing and settling grievances.
- 02 A “**grievance**” is defined as a complaint in writing concerning:
- (a) the application, interpretation, or alleged violation, of an Article of this Collective Agreement or of The Civil Service Act or an approved written policy respecting terms and conditions of employment or a signed memorandum of understanding or a signed memorandum of agreement between the parties;
 - (b) any disciplinary action as defined in Article 14 including the termination, suspension, demotion, or written reprimand of an Engineer.
- 03 Any alleged violation of the expressed terms of the Collective Agreement or any dispute as to the meaning or application of the expressed terms of the Collective Agreement and any disciplinary action as defined in Article 15:02 may be arbitrable. The Arbitrator shall have the power to decide whether any such issue is arbitrable or not. The Arbitrator shall not have the power to alter, amend or modify the expressed terms of this Collective Agreement.

- 04 It is mutually agreed that an effort shall be made to resolve complaints through discussion before a written grievance is initiated. The aggrieved Engineer shall have the right to have a representative of the Institute present at such a discussion.
- 05 If an Engineer or the Institute fails to initiate or process a grievance within the prescribed time limits, the grievance will be deemed to be abandoned and all rights of recourse to the grievance procedure for that particular grievance shall be at an end. If Management fails to reply to a grievance within the prescribed time limits, the Engineer or the Institute may process the grievance to the next step. Either party may request an extension of the time limits providing such extension is requested prior to the expiry of the time allowed. An extension, if requested, shall not be unreasonably withheld.
- 06 Wherever possible, the grievance shall be presented in writing. A written description of the nature of the grievance and the redress requested shall be sufficiently clear and if the grievance relates to an Article of the Collective Agreement, such Article shall be so stated in the grievance. The grievance shall be signed by the Engineer and may be clarified at any step providing its substance is not changed. A grievance shall only be deemed invalid if it fails to meet the time limits.
- 07 An Engineer has the right to representation by an Institute representative at any step of the grievance procedure as follows:

Step 1:

- (a) Within twenty (20) working days after the date upon which the Engineer was notified orally or in writing or on which the Engineer first became aware of the action or circumstances giving rise to the grievance, the Engineer and/or Institute representative shall present the grievance in writing with the redress requested to the Director or designate.
- (b) The Director or designate shall sign for receipt of the grievance and, if the nature of the grievance is such that the Director or designate is authorized to deal with it, the Director or designate shall issue a decision in writing to the Engineer and to the Institute within fifteen (15) working days.
- (c) The Director or designate may hold a hearing to discuss the grievance with the Engineer and the Institute representative before giving a decision on the grievance.
- (d) If the nature of the grievance is such that a decision cannot be given below a particular level of authority, the Director or designate shall forward the grievance to the appropriate authority at Step 2 and so inform the Engineer and the Institute. The time limits and the procedures outlined in Step 2 shall then apply.
- (e) Where the Director or designate at Step 1 is a bargaining unit member, the

grievance shall automatically be referred by the director or designate to Step 2.

- (f) A grievance originated by a Director or their equivalent shall be presented initially at Step 2.

Step 2:

- (a) If the grievance is not resolved satisfactorily at Step 1, the Engineer or Institute representative shall refer the grievance to the Deputy Minister or designate within fifteen (15) working days of the receipt of the decision at Step 1.
- (b) The Deputy Minister or designate shall sign for receipt of the grievance and issue a decision in writing to the Engineer and to the Institute within fifteen (15) working days of receipt of the grievance.
- (c) The Deputy Minister or designate may hold a hearing to discuss the grievance with the Engineer and Institute representative before giving a decision on the grievance.
- 08 In addition to the foregoing, the Institute may process a policy grievance with respect to Engineers. A policy grievance may be instituted at Step 2 of the Grievance Procedure.
- 09 Unresolved grievances or disputes concerning only those matters set forth below shall be submitted to arbitration in accordance with the procedure set forth in this Article:
- (a) grievances concerning the application, interpretation or alleged violation of an Article of this Collective Agreement;
- (b) grievances concerning the application, interpretation or alleged violation of a signed Memorandum of Understanding or a signed Memorandum of Agreement between the parties;
- (c) grievances concerning dismissal, suspension, demotion or a written reprimand of an Engineer;
- (d) disputes as to whether a specific grievance is to be appealed to the Civil Service Commission or referred to arbitration.
- 10 The procedure for arbitrating grievances shall be the procedure as set forth in this Article.
- 11 Where a difference arises between the parties hereto relating to a subject matter as outlined in Article 15:01, either of the parties may, within twenty (20) working days from the receipt of the decision at Step 2, notify the other party in writing of its desire to submit the difference or allegation to arbitration. Such notification, when initiated by the Institute, shall be made directly to the Labour Relations Division,

and shall set forth the issue in dispute for referral to a single arbitrator.

- 12 Where the party initiating the arbitration proceedings wishes to request arbitration by a single arbitrator, the notice referred to in Article 15:03 shall so state:
- (a) the parties will attempt to reach agreement on the selection of a single arbitrator within fifteen (15) 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 fifteen (15) working days, either party may apply to the Chief Justice for the Province of Manitoba, or in the absence of the Chief Justice for the Province of Manitoba, the Chief Justice of the Court of Queen's Bench to make the appointment.
 - (c) a single arbitrator shall be considered to be an Arbitration Board for purposes of this Article.
- 13 Where the matter is submitted to the Arbitration Board, the Arbitration Board shall hear evidence and argument submitted by or on behalf of the parties relevant to the matter submitted and shall make a decision thereon in the form of an award of the Arbitration Board.
- 14
- (a) The Arbitrator shall hear and determine the difference or allegations and shall issue a decision, which decision shall be final and binding and enforceable upon the parties and upon any Engineer or Engineers affected by it.
 - (b) The costs and expenses of the Arbitrator shall be shared equally between the Government and the Institute
 - (c) In the case of a grievance involving an alleged unjust lay-off, suspension or discharge, the Arbitrator may reinstate the Engineer with full compensation for time lost on the basis of the regular hours of work or may make such other award as may be deemed just and equitable.
 - (d) If the decision of the Arbitrator is to reinstate any Engineer, the Arbitrator shall deduct any wages earned through other employment since lay-off, suspension or discharge in question, from the award, if any.

ARTICLE 16 – HOURS OF WORK

- 01 It is understood and agreed that except as hereinafter expressly provided, the normal work week will be thirty-six and one-quarter (36 1/4) hours.
- 02 It is understood and agreed that the normal work day shall consist of seven and one-quarter (7 1/4) hours.

- 03 The Government policy regarding flexible hours shall apply to Engineers in an "office" environment for the duration of this Collective Agreement and is attached for informational purposes only.

ARTICLE 17 – COMPENSATORY LEAVE/OVERTIME

01 Overtime Eligibility

- a) An Employing Authority or other supervisory official authorized to do so by the Employing Authority may require Engineers under their authority to work overtime.

- b) Applicable to Engineer 1, 2, 3 and Environmental Engineer 1, 2:

Overtime shall be compensated when an Engineer is required to work beyond seven and one-quarter (7 1/4) hours per day.

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

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

02 Levels of Overtime Compensation

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

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

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

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

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

03 Call-Out Provisions

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

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

04 Methods of Overtime Compensation

- a) For the first eighty (80) hours of overtime credits in a fiscal year, an Engineer will be eligible to choose either equivalent time off subject to operational requirements, or payment in lieu. Where equivalent time off is chosen and mutual agreement has not been reached as to when the time off is to be taken, the Engineer shall receive pay in lieu by the latter of sixty (60) days following the date the overtime was worked, or at the end of the fiscal year, or such later date as determined by the Employing Authority.
- b) All overtime earned beyond eighty (80) hours per fiscal year shall be banked.
- c) Recognizing the desirability of providing Engineers the option of overtime compensation in pay or time in lieu, the Employing Authority shall consult with the Engineer in an effort to reach agreement on whether the Engineer will be granted pay or time off in lieu for banked overtime. When agreement is not reached, the Employing Authority shall determine whether pay or time in lieu will be granted. When the Employing Authority determines that time in lieu is to be taken and mutual agreement has not been reached as to when the time off is to be taken, the Employing Authority shall determine when the time off is to be taken.

05 Travel Time

Overtime accrued due to work related travel or transportation to a beat, patrol territory or work location outside the headquarters area, shall be calculated at the applicable overtime rate, as described in this article.

ARTICLE 18 – GENERAL HOLIDAYS

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

- | | |
|-------------------|---------------------|
| 1. New Year's Day | 7. Terry Fox Day |
| 2. Louis Riel Day | 8. Labour Day |
| 3. Good Friday | 9. Thanksgiving Day |
| 4. Easter Monday | 10. Remembrance Day |
| 5. Victoria Day | 11. Christmas Day |
| 6. Canada Day | 12. Boxing Day |

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

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

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

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

04 Except as otherwise provided in this Article every Engineer who does not work on a holiday that falls on a regular working day shall be paid at their regular rate of pay.

05 Notwithstanding any other provision of this Article, an Engineer is not entitled to pay for a holiday on which they do not work if:

(a) they do not report to work after having been called to work on the day of the holiday; or

(b) they have absented themselves from work without consent of the Employing Authority or its designate either on the regular working day immediately preceding or following the holiday unless their absence is by reason of established illness, or other reason acceptable to the Employing Authority.

- 06 If an Engineer who is not entitled to pay for a holiday that falls on a regular working day for reasons outlined in Article 18:05(b) hereof does work on the holiday, they shall be paid equivalent to one and one-half times (1 ½ X) their regular rate for the time worked on that day.
- 07 If an Engineer who is entitled to pay for a holiday is required to work on the holiday they shall, in addition to the regular holiday pay, be compensated at one and one-half times (1 ½ X) their regular pay for all hours worked or be granted compensatory leave for such hours worked at the rate of one and one-half (1 ½ hours) for each such hour worked. Such time should not be deliberately accumulated. If suitable arrangements for compensatory time off cannot be agreed upon within thirty (30) days after the holiday, the Engineer shall be paid for such hours worked at the applicable rate.
- 08 Where a holiday falls within the vacation period of an Engineer, one (1) additional working day shall be added to the Engineer's vacation entitlement in lieu of the holiday.

ARTICLE 19 – VACATION

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

- 04 For the purpose of the rate of accrual of vacation leave as specified in Article 19:05 below, in an Engineer’s first year of employment any period of service prior to April 1 shall be counted as a full year of service.
- 05 Engineers shall earn vacation leave credits during each vacation year commencing from the beginning of the vacation year in which continuous service is attained on the following basis:

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

Vacation credits are earned in the vacation year in which the hours are worked. Vacation credits are to be taken in accordance with Article 19:08 either:

- (a) as vacation leave in the following vacation year: or
 - (b) taken in the year they are earned; or
 - (c) carried forward or cashed out in accordance with Article 19:08; or
 - (d) a combination of the above.
- 06 To calculate the number of vacation hours an Engineer has earned in a vacation year:
- a) determine the number of hours of accumulated service as determined in Article 19:02 that the Engineer has earned in a vacation year to a maximum of 1,885 hours;
 - b) divide by 1,885;
 - c) multiply by the Engineer’s vacation leave credit accrual rate (i.e. 15, 20, 25 or 30);
 - d) multiply by the daily hours of 7.25 and round down to the nearest quarter hour.

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

Example:

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

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

- 07 Under no circumstances shall vacation leave be taken in advance of when it is earned.
- 08 a) It is agreed between the parties that all requests for earned vacation leave shall be submitted for approval and scheduling to the Employing Authority. Subject to operational requirements, the Employing Authority shall attempt to grant vacation leave in accordance with the Engineer's request.
- b) The Employing Authority may authorize a carry forward of vacation credits. Where the Employing Authority has been unable to schedule part or all of an Engineer's vacation within the year, the Employing Authority may authorize payment in lieu of vacation unless the Engineer elects to carry over such vacation leave to the following year.
- 09 Subject to the requirements of personnel in a branch of a department, vacation leave shall be rotated regardless of seniority of employment.
- 10 Engineers who are receiving Remoteness Allowance are entitled to travel time as prescribed in Schedule "B".
- 11 In the event of death, the Engineer's estate shall receive the Engineer's accumulated vacation credits.

ARTICLE 20 – SICK LEAVE

- 01 Sick leave shall be granted when an Engineer is unable to be at work as a result of illness or injury or perform their regular duties as a result of illness or injury.
- 02 An Engineer shall be granted sick leave credits at the following rate:

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

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

- 04 Subject to Article 20:05, sick leave shall not accumulate beyond two hundred and eight (208) working days (1508 hours).
- 05 Where an Engineer is absent because of illness, they shall endeavour to notify their immediate supervisor as means of communications permit.
- 06 An Engineer who has been absent because of illness or injury shall furnish when requested by the Employing Authority or their designate within fifteen (15) working days of the illness or injury, a medical certificate from a duly qualified medical practitioner, designated by or acceptable to the Employing Authority, certifying that the Engineer is or was unable to work because of the illness or injury. Where an Engineer fails to provide the medical certificate within fifteen (15) working days after the request has been made as aforesaid, the Engineer shall not be entitled to pay for the period of absence.
- 07 Sick leave credits shall not be accumulated when the Engineer is absent on sick leave and/or worker's compensation for any period beyond the first ten (10) consecutive working days.
- 08 Engineers may obtain information concerning their accumulated sick leave credits upon request in writing to their personnel office and shall be provided with the information within thirty (30) days of the receipt of their request.
- 09 When an Engineer is unable to work and is in receipt of an income replacement indemnity (I.R.I.) from the Manitoba Public Insurance Corporation (MPIC) as a result of an injury incurred in a vehicle accident, the Engineer may elect to be paid an additional amount, which when combined with the I.R.I. benefit, shall ensure the maintenance of net salary consistent as if they were in receipt of regular sick leave. Such additional amount shall be chargeable to the Engineer's sick leave credits accrued at the time the Engineer commenced receipt of the I.R.I. and such additional payment shall be payable until the Engineer's accrued sick leave credits have been exhausted.
- 10 Time off for medical and dental examinations or treatments by physicians, dentists, nurse practitioners, physiotherapists and chiropractors, including reasonable travel time, shall be granted to Engineers and such time off shall be chargeable against the Engineer's accumulated sick leave credits.

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

If the Engineer chooses a practitioner as noted above outside of their community, such time off with pay will be granted to a maximum of three (3) hours. Increased time may be considered by the Employer in extenuating circumstances on an individual basis.

Should it be necessary for an Engineer to attend a practitioner as noted above outside of their community by reason of non-availability of service in their

community, the Engineer shall be allowed up to one (1) shift off with pay, to the extent that sick leave credits have been accumulated, for the time necessary to attend such appointment to the nearest point of available service. Engineers residing north of the 53rd parallel shall be allowed up to two (2) shifts off with pay.

ARTICLE 21 – LEAVE OF ABSENCE

Leave Without Pay

- 01 The Employing Authority may, in addition to the requirements of this Collective Agreement and at its sole discretion, grant an Engineer request for leave of absence without pay for any reason including, but not limited to, education, compassion, personal or bereavement.
- 02 An Engineer will be required to submit a written request for any leave of absence referred to in this Collective Agreement unless otherwise herein stipulated. These requests will specify the reason for the leave and will be considered on an individual basis, and may be allowed at the discretion of the Employing Authority. Unless otherwise indicated in the Collective Agreement, except in emergencies, such requests must be made at least four (4) weeks in advance.
- 03 A Leave of absence will not be approved for an Engineer who is seeking and/ or secured employment elsewhere; unless this employment is related to educational leave and a return to service agreement is in place.
- 04 Engineers granted leave of absence without pay shall retain their seniority and benefits but further seniority and benefits shall not accrue during the said leave of absence.

Leave With Pay

- 05 Engineers granted leave of absence with pay shall retain their seniority and benefits and shall continue to accrue the same during the said leave of absence.
- 06 An Engineer who is summoned for jury duty or who receives a summons or subpoena to appear as a witness in a court proceeding, other than a court proceeding occasioned by the Engineer's private affairs, shall be granted a leave of absence with pay for the required period of absence and all jury or witness fees received by the Engineer shall be remitted to the Employer.

ARTICLE 22 – MATERNITY LEAVE

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

PLAN A

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

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

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

- (a) a period not exceeding seventeen (17) weeks if delivery occurs on or before the date of delivery specified in the certificate mentioned in Article 22:02(c); or
- (b) a period of seventeen (17) weeks plus an additional period equal to the period between the date of delivery specified in the certificate mentioned in Article 22:02 (c) and the actual date of delivery, if delivery occurs after the date mentioned in that certificate.
- (c) The Employing Authority may vary the length of Maternity Leave upon proper certification by the attending physician, and recommendation by the Employing Authority

04 (a) An Engineer who has been granted Maternity Leave shall be permitted to apply up to a maximum of five (5) days of her accumulated sick leave against the Employment Insurance waiting period.

- (b) Should the Engineer not return to work following her Maternity Leave for a period of employment sufficient to allow for re-accumulation of the number of sick days granted under Article 22:04(a), the Engineer shall compensate the Employer for the balance of the outstanding days at the time of termination. Approved sick leave with pay granted during the period of return shall be counted as days worked.

PLAN B

- 05 In order to qualify for Plan B a pregnant Engineer must:
- (a) have completed seven (7) continuous months of employment for or with the Government;
 - (b) submit to the Employing Authority an application in writing, for leave under Plan B at least four (4) weeks before the day specified by her in the application as the day on which she intends to commence such leave;
 - (c) provide the Employing Authority with a certificate of a duly qualified medical practitioner certifying that she is pregnant and specifying the estimated date of her delivery;
 - (d) provide the Employing Authority verification that she has applied for employment insurance benefits and that the Government of Canada has agreed that the Engineer has qualified for and is entitled to such employment insurance benefits pursuant to Section 18, *Employment Insurance Act*.
- 06 An applicant for Maternity Leave under Plan B must sign an agreement with the Employing Authority providing that:
- (a) she will return to work and remain in the employ of the Government on a full time basis for at least six (6) months following her return to work; and
 - (b) if she does not take Parental Leave as provided in Article 25 she will return to work on the date of the expiry of her Maternity Leave; and
 - (c) if she does take Parental Leave as provided in Article 25 she will return to work on the date of the expiry of her Parental Leave; and
 - (d) should she fail to return to work as provided under (a) and/or (b) above, she is indebted to the Government for the full amount of pay received from the Government as a maternity allowance during her entire period of Maternity Leave.
 - (e) should she return to work as provided above but fail to complete her return service commitment, she is indebted to the Government for a pro-rated amount based on the number of months she has remaining on her return service commitment, rounded to the nearest full week.
- 07 At the Engineer's request and with the recommendation of the Employing Authority, the Civil Service Commission may authorize an Engineer who has received Maternity Leave under Plan B to return to work on a part-time basis for a period of twelve (12) months.

- 08 An Engineer who qualifies is entitled to a maternity leave consisting of:
- (a) a period not exceeding seventeen (17) weeks if delivery occurs on or before the date of delivery specified in the certificate mentioned in Article 22:05 (c), or
 - (b) a period of seventeen (17) weeks plus an additional period equal to the period between the date of delivery specified in the certificate mentioned in Article 22:05 (c), and the actual date of delivery, if delivery occurs after the date mentioned in that certificate;
 - (c) The Commission may vary the length of maternity leave upon proper certification by the attending physician, and recommendation by the Employing Authority.
- 09 During the period of Maternity Leave, an Engineer who qualifies is entitled to a supplementary Maternity Leave allowance in accordance with the Supplemental Unemployment Benefit (SUB) plan as follows:
- (a) for the first week an Engineer shall receive ninety-three percent (93%) of her weekly rate of pay;
 - (b) for up to a maximum of fifteen (15) additional weeks, payments equivalent to the difference between the Employment Insurance benefits the Engineer is eligible to receive and ninety-three (93%) of her weekly rate of pay,
 - (c) all other time as may be provided under Article 22:09 shall be on a leave without pay basis.
- 10 Plan B does not apply to term Engineers.
- 11 During the period of Maternity Leave, benefits will not accrue. However, the period of Maternity Leave will count as service towards eligibility for continuous service entitlement(s) under the Collective Agreement.
- 12 When an Engineer's anniversary date falls during the period of Maternity Leave under Plan A or B, the Engineer shall be eligible to receive a merit increase effective the date upon which she returns to her position of employment.
- 13 The Employment Standards Code respecting Maternity Leave prevails, with necessary changes applied.

ARTICLE 23 – CHILDBIRTH LEAVE

- 01 An Engineer shall be granted leave with pay up to a maximum of one (1) day, to attend the needs directly related to the birth of their child. Such leave may be granted on the day of, or the day following the birth of the child, or the day of the birthmother's admission to, or discharge from hospital, or at such times as mutually agreed.
- 02 An Engineer that qualifies for maternity leave under Article 22 are not eligible for the provisions of Article 23:01.

ARTICLE 24 – ADOPTIVE PARENT LEAVE

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

ARTICLE 25 – PARENTAL LEAVE

- 01 An Engineer who adopts or becomes a legal parent of a child is entitled to unpaid parental leave to a maximum of sixty-three (63) continuous weeks if they:
- (a) have completed seven (7) continuous months of employment; and;
 - (b) submit to the Employing Authority an application in writing for Parental Leave at least four (4) weeks before the day specified in the application as the day on which the Engineer intends to begin the leave; and
 - (c) in the case of adoption, the adoption occurs or is recognized under Manitoba law.
- 02 Subject to Article 25:03, Parental Leave must commence no later than eighteen (18) months after the date on which the child is born or adopted or comes into the actual care and custody of the Engineer.
- 03 Where an Engineer takes Parental Leave in addition to Maternity Leave, the Engineer must commence the Parental Leave immediately on expiry of the Maternity Leave without a return to work unless otherwise approved by the Employing Authority.

ARTICLE 26 – COMPASSIONATE OR BEREAVEMENT LEAVE

- 01 An Engineer shall be entitled to compassionate leave of four (4) working days without loss of salary in the event of the death of a parent, step-parent, spouse, child or step-child.
- 02 An Engineer shall be entitled to compassionate leave of three (3) working days without loss of salary in the event of the death of a brother, sister, step-brother, step-sister, ward of the Engineer, or relative permanently residing in the Engineer's household or with whom the Engineer permanently resides.
- 03 An Engineer shall be entitled to compassionate leave of one (1) working day without loss of salary in the event of the death of the Engineer's grandparent, son-in-law, daughter-in-law, brother-in-law, sister-in-law, mother-in-law, father-in-law, aunt, uncle, or grandchild.

- 04 An Engineer who is entitled to compassionate leave under Articles 26:01, 26:02 and 26:03 during vacation leave shall receive vacation credits equal to the number of days of compassionate leave granted.
- 05 Provided the Engineer has not received compassionate leave for the death in question, the Engineer shall be entitled to compassionate leave up to a maximum of one (1) day without loss of salary for attending a funeral as a pallbearer.
- 06 An Engineer shall be entitled to additional compensation or special leave up to a maximum of two (2) days without loss of salary, requested for the purpose of attending a funeral at a distance in excess of two hundred and twenty-five (225) kilometres from the Engineer's home.
- 07 An Engineer who is in travel status shall continue to receive regular salary for travel time to return to the Engineer's work headquarters, to a maximum of 7.25 hours, prior to commencing compassionate leave under this Article.

ARTICLE 27 – FAMILY RELATED LEAVE

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

ARTICLE 28 – WORKERS' COMPENSATION

- 01 When an Engineer is in receipt of Workers' Compensation allowance as a result of sickness, injury or disability incurred in the course of their duties, the Engineer, if they so elects, shall be paid an additional amount which, when combined with the compensation allowance, shall ensure the maintenance of their net salary. Net salary shall be as determined by the Workers' Compensation Act. Such additional amount shall be chargeable to the Engineer's sick leave credits accrued at the time the Engineer commenced receipt of Workers' Compensation allowances, and such additional payments shall be payable until the Engineer's accrued sick leave credits have been exhausted.
- 02 Notwithstanding Article 28:01, an Engineer's pay may only be "topped up" by ten percent (10%) of net salary.
- 03 If at any time it is decided by the Workers' Compensation Board that the additional amount in Article 28:01 and Article 28:02 must be offset against benefits otherwise payable by the Workers' Compensation Board, then such additional amount shall not be payable.
- 04 Where an Engineer is absent due to sickness, injury or disability for which compensation is paid under the Workers' Compensation Act, vacation leave shall accumulate as if the Engineer were not absent, but the extent of such accumulation shall not continue beyond twelve (12) consecutive calendar months from the date the absence commenced.
- 05 Where an Engineer is injured on the job and is required to leave for medical treatment and/or is sent home by management due to the injury, the Engineer shall incur no loss in regular pay and benefits for the day on which the accident occurs.
- 06 Transportation to the nearest physician or hospital for Engineers requiring immediate medical care as a result of an on-the-job accident shall be provided by or at the expense of the department if it is not covered by a medical plan.
- 07 Where an Engineer is in receipt of Workers Compensation allowance as a result of an injury incurred in the course of the performance of the Engineer's duties and is absent from work as a result, such absence shall not be considered to be part of the Engineer's personal absenteeism record.
- 08 This Article applies only to Workers' Compensation Claims that occur while the Engineer is employed by the Province of Manitoba.

ARTICLE 29 – ACTING STATUS

- 01 Where an Employing Authority or their designate directs an Engineer employed in one (1) position to temporarily take over the duties and responsibilities of some other position having a higher grade of pay, and provided the Engineer takes over and continues to perform for ten (10) or more consecutive working days the duties and responsibilities of that other position, the Engineer shall be appointed temporarily to that other position with acting status and shall be paid at the rate of pay for that other position that is at least one (1) increment more from the date of taking over the duties and responsibilities of that other position until the temporary appointment is revoked; and upon the temporary appointment being revoked the Engineer shall, unless they are appointed or promoted to some other position, revert to their original position and be paid at the rate of pay for their original position that they would be paid if they had never held the temporary appointment.
- 02 For purposes of interpretation of this Article, "**the duties and responsibilities**" under this Article means the duties and responsibilities that would have been performed by the incumbent during the period in which they have been replaced.

ARTICLE 30 – NEW CLASSIFICATION

- 01 Where the Government wishes to establish a new classification of Engineer which should be included within the terms of this Collective Agreement, the Government shall submit to the Institute written notice of the proposed new classification together with a description of the duties of such classification and the proposed salary schedule.
- 02 The Government will meet with representatives of the Institute to negotiate the salary schedule of such classification for inclusion in this Collective Agreement, and if the Government and the Institute are unable to reach agreement on such salary schedule within ninety (90) calendar days of the commencement of such negotiations, then the following issue regarding the matter may be submitted by either party to an Arbitration Board established under Article 15 of this Collective Agreement for final settlement, namely:

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

ARTICLE 31 – TECHNOLOGICAL CHANGE

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

ARTICLE 32 – CONTINUING EDUCATION

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

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

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

ARTICLE 33 – CIVIL LIABILITY

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

- (a) The Engineer, upon being served with any legal process, or upon receipt of any action or proceeding as hereinbefore referred to, being commenced against them shall advise the Government through the Deputy Minister of their department of any such notification or legal process;
- (b) Upon the Engineer notifying the government in accordance with Article 33:01(a) above, the government and the Engineer shall forthwith meet and appoint counsel that is mutually agreeable to both parties. Should the parties be unable to agree on counsel that is satisfactory to both, then the Government shall unilaterally appoint counsel. The Government accepts full responsibility for the conduct of the action and the Engineer agrees to co-operate fully with appointed counsel.

02 The Government shall pay any damages or costs awarded against any such Engineer in any such action or proceedings and all legal fees, and/or;

- 03 The Government shall pay any sum required to be paid by such Engineer in connection with the settlement of any claim made against such Engineer if such settlement is approved by the Government through the Deputy Minister before the same is finalized; provided the conduct of the Engineer which gave rise to the action did not constitute a gross disregard or gross neglect of their duties as an Engineer. An Engineer who is adhering to the direction of the Employing Authority shall not be considered to be in disregard or neglect their duties as an Engineer provided the Engineer gives the Employing Authority appropriate advice consistent with The Engineering and Geoscientific Professions Act and responsibilities as outlined through membership in Engineers Geoscientists Manitoba previously APEGM.

ARTICLE 34 – JOINT CONSULTATION COMMITTEE

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

ARTICLE 35 – INSTITUTE SECURITY

- 01 The Government agrees to deduct the amount of monthly dues as determined by the Institute on a bi-weekly basis, from salaries or wages of each and every Engineer covered by this Collective Agreement whether a member of the Institute or not.
- 02 The Government agrees that the aforesaid deduction shall continue during the life of this Collective Agreement and after the expiry date thereof, during the entire period that any negotiations are proceeding with a view to concluding a new Collective Agreement.
- 03 The Institute agrees to advise the Government of the amount of the monthly dues and all amounts deducted under Article 35:01 hereof shall be forwarded by the Government to the treasurer of the Institute on a monthly basis. Such dues shall be forwarded to the Institute together with a list of the names of the Engineers for whom deductions have been made.

- 04 In consideration of the premises, and of the Government making the compulsory deduction of Institute dues as herein provided, the Institute agrees to, and does hereby indemnify and save the Government harmless from all claims, demands and proceedings of any action and from all costs which might arise or be taken against the Government by reason of the Government making the compulsory checkoff of Institute dues provided for in this Article.
- 05 The Institute shall notify the Government in writing of any changes in the amount of dues at least six (6) weeks in advance of the end of the pay period in which the deductions are to be made.
- 06 The Institute shall provide the Government with a list of officers and representatives of the Institute and shall provide the Government with a revised list from time to time as occasion may require.
- 07 The amount of the dues will be certified to the Government over the signature of a responsible officer of the Institute.
- 08 The Government shall provide to the President of the Manitoba Association of Government Engineers (MAGE) a list of bargaining unit members, including department, location, classification, on a quarterly basis in electronic format. Additionally, the President of MAGE shall be notified of the name, location and classification of bargaining unit members upon commencement of employment, or change of position of a current Engineer.
- 09 A separate seniority list will be prepared by April 1 based on service up to and including December 31 of the previous year. The list will be posted at work locations as determined by the department.

ARTICLE 36 – INSTITUTE BUSINESS

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

Any Engineer subpoenaed as a witness to an arbitration, shall be allowed time off with pay to attend such arbitration hearing.
- 02 The Government shall grant to a maximum of four (4) Employee Representatives serving on the Negotiation Committee of the Institute time off with pay while meeting with representatives of the Government to negotiate a revised or new Collective Agreement. Such representatives shall not incur any loss of any benefits accrued to them under the terms of this Collective Agreement for such meetings.
- 03 Any Engineer requiring time off to attend hearings under Article 36:01 hereof or negotiation meetings under Article 36:02 hereof shall give notice to the Employing Authority or its designee in advance of the time the Engineer is required to be off for such purpose or purposes.

- 04 The Government agrees to allow the Institute use of space on existing bulletin boards for the purpose of posting official Institute information relating to business affairs, meetings and social events provided the information does not contain anything that is adverse to the interests of the employer. The Employing Authority or designate shall have the right to refuse to post or remove the posting of any information.
- 05 (a) The Government recognizes that an Engineer may periodically require leave for Institute business. Subject to operational requirements, an Engineer may be granted leave with pay provided the Engineer is authorized by the Institute in writing to request such leave, and subject to reimbursement in accordance with Article 36:05(b).
- (b) Where such leave of absence has been granted the Institute shall reimburse the Government one hundred percent (100%) of the wages paid to an Engineer during an approved leave pursuant to Article 36:05(a).

ARTICLE 37 – ASSOCIATION BUSINESS

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

ARTICLE 38 – GENERAL PROVISIONS

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

ARTICLE 39 – SEVERANCE PAY

- 01 Engineers with nine (9) or more years of accumulated service whose services are terminated as a result of retirement in accordance with the provisions of The Civil Service Superannuation Act, shall be paid severance pay in the amount of one (1) week's pay for each complete year of accumulated service or portion thereof, but the total amount of severance pay under this Article shall not exceed fifteen (15) weeks' pay. Example: ten (10) years, eight (8) complete months of accumulated service equals ten and eight-twelfths ($10 \frac{8}{12}$) years of accumulated service for purposes of calculation.
- 02 Where an Engineer in the Engineer's ninth (9th) year of accumulated service fails to complete nine (9) years' accumulated service as a result of retirement in accordance with the provisions of The Civil Service Superannuation Act, the Engineer shall be paid severance pay on the basis of nine (9) weeks' pay multiplied by the factor of the number of complete months service completed in the Engineer's ninth (9th) year divided by twelve (12) months.
- 03 In addition to the severance pay set out in Article 30:01, Engineers who retire in accordance with the provisions of The Civil Service Superannuation Act will also be eligible for the following severance pay:
- (a) for Engineers with twenty (20) or more years of accumulated service, an additional two (2) weeks' pay;
 - (b) for Engineers with twenty-five (25) or more years of accumulated service, two (2) weeks' pay in addition to the amount in Subsection (a);
 - (c) for Engineers with thirty (30) or more years of accumulated service, two (2) weeks' pay in addition to the amount in Subsections (a) and (b);
 - (d) for Engineers with thirty-five (35) or more years of accumulated service, two (2) weeks' pay in addition to the amounts in Subsections (a), (b) and (c).
- 04 In the case of Engineers with nine (9) or more years of accumulated service whose services are terminated as a result of death, the Engineer's estate shall be paid severance pay in the amount of one (1) week's pay for each complete year of continuous employment or portion thereof, but the total amount of severance pay shall not exceed fifteen (15) weeks' pay. Example: ten (10) years, eight (8) complete months of accumulated service equals ten and eight-twelfths ($10 \frac{8}{12}$) years of continuous service for purposes of calculation.
- 05 Where an Engineer in the Engineer's ninth (9th) year of accumulated service fails to complete nine (9) years' accumulated service as a result of death, the Engineer's estate shall be paid severance pay on the basis of nine (9) weeks' pay multiplied by the factor of the number of complete months service completed in the Engineer's ninth (9th) year divided by twelve (12) months.

- 06 Engineers with one (1) or more years of accumulated service whose services are terminated as a result of permanent lay-off, shall be paid severance pay in the amount of one (1) week's pay for each complete year of continuous employment or portion thereof, but the total amount of severance pay shall not exceed twenty-six (26) weeks' pay.
- 07 Where an Engineer in the Engineer's first (1st) year of accumulated service fails to complete one (1) year accumulated service as a result of permanent lay-off, the Engineer shall be paid severance pay on the basis of one (1) week's pay multiplied by the factor of the number of complete months service completed in the Engineer's first (1st) year divided by twelve (12) months.
- 08 An Engineer who is eligible to receive severance pay in accordance with this Article may elect to receive the severance pay in two (2) payments provided both payments occur within the same fiscal year as the effective date of the retirement or permanent lay-off. In the case of severance payable on permanent lay-off, this provision only applies if the Engineer immediately elects permanent lay-off upon the Employer providing permanent lay-off notice and waives the right to be placed on the re-employment list.
- 09 The rate of pay referred to in this Article shall be determined on the basis of the last regular bi-weekly rate of pay, excluding allowances, which was in effect for the Engineer at the time of retirement, permanent lay-off, or death. The rate of pay for hourly rated Engineers shall be determined on the basis of thirty-six and one-quarter (36 $\frac{1}{4}$) hours per week.
- 10 In the case of Engineers eligible for severance pay who are on temporary lay-off at the time of retirement, permanent lay-off or death, the weekly hours shall be the normal weekly hours of work in effect for the classification of the Engineers at the time of the retirement, permanent lay-off or death.

ARTICLE 40 – SALARIES

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

ARTICLE 41 – REMOTENESS ALLOWANCE

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

ARTICLE 42 – TRANSPORTATION AND ALLOWANCES

01 The Government shall provide travel and related expenses to Engineers as outlined in Schedules "C" and "D" which are attached hereto and which form part of this Collective Agreement.

ARTICLE 43 – DENTAL PLAN

The parties agree to the continuation of the Dental Services Plan as follows:

- (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;
- (c) Dental coverage will continue for the first seventeen (17) weeks of maternity Leave effective the first of the month following the date of signing and limited to maternity leaves commencing on and after that date;
- (d) Part-time Engineers are eligible for family coverage based on fifty percent (50%) of the annual maximum per claimant.

ARTICLE 44 – VISION CARE PLAN

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

- (a) The basis for payment for covered services shall be the 2009 Optometric or Ophthalmological Fee Guide;
- (b) The 2013 Fee Guide will be implemented effective April 1, 2013;
- (c) Changes to the Dental Plan respecting eligibility during Maternity Leave and pro-rated family coverage for part-time Engineers will also apply to the Vision Care Plan;
- (d) Part-time Engineers are eligible for family coverage based on fifty percent (50%) of the annual maximum per claimant.

ARTICLE 45 – DRUG PLAN

- 01 The parties agree to the continuation of the Drug Care Plan as follows:
- (a) Eligibility requirements for Engineers and dependents are the same as the Dental Services Plan;
 - (b) Co-insurance based on 80% reimbursement;
 - (c) Effective April 1, 2013 the maximum payment per contract (family) to eight hundred dollars (\$800) per year;
 - (d) Part-time Engineers are eligible for family coverage based on fifty percent (50%) of the annual maximum per claimant.
- 02 Other terms and conditions of the Drug Care Plan will be similar to those currently in effect for the Drug coverage provisions of the existing Engineer-paid Extended Health Benefit (EHB) plan

ARTICLE 46 – AMBULANCE AND HOSPITAL SEMI-PRIVATE PLAN

- 01 The Government agrees to maintain an Ambulance and Hospital Semi-Private Plan (AHSP) in accordance with the following:
- (a) premiums will be paid by the Government;
 - (b) the plan will provide similar benefits to the plan currently provided to Engineers and their dependants on a voluntary basis;
 - (c) eligibility requirements will be the same as those in effect for the Dental Plan.

ARTICLE 47 – LONG TERM DISABILITY INCOME PLAN

- 01 The Government shall continue to provide a Long Term Disability (LTD) Income Plan for all eligible Engineers. The Plan shall be modified to reflect any changes to the Plan made by the Government.
- 02 Coverage under the Dental Plan, Drug Plan, Vision Care Plan and Health Spending Account shall be maintained during any unpaid leave required to satisfy the one-hundred and twenty (120) day elimination period or date of initial decision, whichever is later, for the LTD plan.

ARTICLE 48 – RETROACTIVE WAGES

- 01 Retroactive pay adjustments between expiration of the previous Collective Agreement and the date of signing of this Collective Agreement inclusive shall apply to:
- (a) Engineers who are in the employ of the Government on the date of the signing of this Collective Agreement;
 - (b) Engineers who have left the service during the above-mentioned period by reason of death or, who have retired in accordance with the provisions of the Civil Service Superannuation Act; and
 - (c) Engineers who have left the service during the interim period by reason of being laid-off by the Employing Authority.
- 02 Upon written request to the Employing Authority, within sixty (60) days of the date of the signing of this Collective Agreement, retroactive pay adjustments between expiration of the previous agreement and to the date of signing of this Collective Agreement inclusive shall be made to:
- (a) Engineers who have voluntarily terminated their services;
 - (b) Term Engineers laid off at the end of a specific term of appointment or after the completion of the specific job for which they were employed.

ARTICLE 49 – EFFECTIVE DATES OF NEGOTIATED REVISIONS

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

ARTICLE 50 – CHANGE OF WORK HEADQUARTERS

- 01 Where, as a result of a reorganization of a department or part of a department an Engineer's work headquarters is moved from one city or town to another city or town requiring a change of residence by the Engineer, the Engineer shall be given notice of the move not less than three (3) months in advance of the date upon which the move of the Engineer is to be effected. Such notice shall be provided in writing to the Engineer by the Employing Authority.

- 02 An Engineer must accept or reject relocation within four (4) weeks. Where an Engineer has accepted relocation, the Engineer and Employing Authority will mutually agree upon the effective date of the relocation. When mutual agreement has not been reached within four (4) weeks of the Engineer's acceptance the Employing Authority will determine the effective date of the relocation.
- 03 The parties recognize that it may be necessary to relocate specific engineers based on operational needs and the qualifications required at both locations. Where this is not a factor, the department will seek qualified volunteers at the transferring location. Where there are insufficient volunteers, the notice shall be provided to the most junior qualified Engineer within the classification and work location from which the relocation is to occur. Notwithstanding this process, the original relocation date as established in Article 50:01 remains unchanged.
- 04 When such notice has been given to an Engineer and the Engineer is unable to relocate, every reasonable effort will be made to place the Engineer in another suitable position within the civil service.
- 05 When an Engineer has accepted relocation involving a change in residence by the Engineer, the Engineer shall be reimbursed for expenses incurred due to the relocation in accordance with the General Manual of Administration Relocation Costs – Optional Transfer.
- 06 Where an Engineer with one (1) year or more of continuous service is unable to relocate, the Engineer shall be subject to lay-off. If the Engineer has not been offered another suitable position within one (1) year from the date of lay-off, the Engineer shall be permanently laid-off and shall be eligible for severance pay in accordance with Article 39 - Severance Pay.
- 07 For purposes of interpretation of this Article where the term "**suitable position**" is used it means a position which the Engineer is reasonably qualified for and able to perform and which is in a location that would not require a change of residence by the Engineer.

ARTICLE 51 – RECLASSIFICATION PROCEDURE

- 01 An Engineer who is of the opinion that their position is improperly classified may submit an "Employee Originated Request for Reclassification" on a form designated by the Compensation Services Branch, Labour Relations Division, for such purposes.
- 02 Step 1
The Engineer will submit the request to the Compensation Services Branch, Labour Relations Division together with the following:
 - (a) a current position description approved by the direct manager;
 - (b) the job classification being requested and reasons why that classification is

appropriate;

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

Compensation Services Branch will acknowledge receipt of the reclassification request to the Engineer within twenty (20) working days following receipt of the request. A decision regarding the requested reclassification shall be provided within sixty (60) working days of receipt of the request by Compensation Services Branch.

03 Prior to proceeding to step 2, the Engineer may request a meeting with Compensation Services Branch to review the reasons the reclassification request was denied. The Engineer may request that a representative of the Institute attend the meeting.

Step 2

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

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

ARTICLE 52 – DEFERRED SALARY LEAVE PLAN (DSLPL)

01 The terms and conditions of the Deferred Salary Leave Plan (DSLPL) will apply to all Engineers under this Collective Agreement. Engineers may apply to the Employing Authority to elect to defer salary to be paid during a period of leave of absence, in accordance with the provisions outlined in the Deferred Salary Leave Plan.

02 The implementation of the DSLPL will become effective the first bi-weekly pay period following the date of notice of a positive tax ruling from Revenue Canada.

ARTICLE 53 – RIGHTS OF STEWARDS

01 "**Steward**" means an Engineer elected or appointed by the Institute who is authorized to represent the Institute, an Engineer or both.

02 The Government recognizes the Institute's right to select Stewards to represent Engineers.

- 03 The Institute shall determine the number of Stewards and the jurisdiction of each Steward having regard to the plan of organization, the distribution of Engineers at the work place, and the administrative structure implied by the Grievance Procedure.
- 04 The Institute agrees to provide the Government with a list of Stewards and any subsequent changes for each work location by department. The Institute shall provide appropriate identification for Stewards.
- 05 Stewards and Engineers shall not conduct Institute business during their working time.
- 06 The duties of the Stewards shall be to investigate complaints of an urgent nature and to investigate and present grievances in accordance with the Grievance Procedure.
- 07 For complaints of an urgent nature, a Steward shall first obtain the permission of their immediate supervisor before leaving work to investigate such complaint with the Engineer and supervisor or departmental official concerned. Such permission shall not be unreasonably sought or withheld. On resuming their normal duties, the Steward shall notify their supervisor.
- 08 When it is necessary for a Steward to investigate a complaint or grievance during working hours, no deduction in salary shall be made from the Steward or Engineer concerned, provided that each has obtained approval from their supervisor(s) for the time required to deal with the complaint or grievance. On resuming their duties, the Steward and Engineer shall notify their supervisor(s).

ARTICLE 54 – UNIFORMS AND PROTECTIVE CLOTHING

- 01 Where the Employer determines that uniforms and protective clothing are required in the performance of the Engineer's duties, such uniforms and protective clothing shall be provided to the Engineer.
- 02 Where uniforms and protective clothing are supplied, the Employer agrees to furnish, replace or repair such clothing when damaged in the performance of the Engineer's duties.
- 03 Where an Engineer is required, as a condition of employment, to provide and wear approved safety footwear during the course of the Engineer's regular duties, the Engineer will be eligible for an allowance once per fiscal year, to help offset the cost to the Engineer of purchasing approved safety footwear, at a value in accordance with the General Manual of Administration (GMA).

- 04 The allowance will be paid under the following conditions:
- (a) the safety footwear purchased must be approved by the Canadian Standards Association; and
 - (b) satisfactory proof of purchase must be provided by the Engineer; and
 - (c) the Engineer must have purchased safety footwear specifically for employment with the Government; and
 - (d) to be eligible to receive the allowance an Engineer must work five (5) consecutive work days.
- 05 Where an Engineer who has worked for a fiscal year and has not claimed the allowance in that fiscal year, purchases safety footwear in the next fiscal year, the Engineer is eligible to claim up to twice the maximum allowance in that next fiscal year.
- 06 The policy on uniforms and protective clothing as specified in the General Manual of Administration shall be applicable to this Collective Agreement. Where the provisions of the General Manual of Administration conflict with this Article, this Article shall prevail.
- 07 Notwithstanding any other provision of this Collective Agreement, where an Engineer disputes the provision of protective clothing and footwear in accordance with this Article the Engineer may file a grievance in accordance with the grievance procedure. The decision at Step 2 shall be final for such grievances.

ARTICLE 55 – EMPLOYEE FILES

- 01 Upon the written request of an Engineer, the central records file and / or departmental file of that Engineer shall be made available once per year for the Engineer's full examination. Such examination shall be in the presence of a representative of the Commission or a representative of the department as the case may be. The Engineer has the option to have a representative present. Requests made to view the Engineer's file more than once per year will be reviewed and will not be unreasonably denied.
- 02 An Engineer may request a copy of specific documents on the Engineer's departmental file. This provision shall not be unreasonably requested or denied.
- 03 Upon written request of an Engineer, an Engineer shall have the right to examine and request a copy of the content of any file, held by the Engineer's Supervisor, which contains personal information regarding the Engineer, except for material which contains personal information about any other person.
- 04 With respect to any unsatisfactory report contained in the departmental file for an Engineer, the Engineer shall have the right to append their comments to the documents and have it form part of the file.

ARTICLE 56 – BRIDGING OF SERVICE

- 01 A regular Engineer who resigns as a result of the Engineer's decision to raise a dependent child or children, and is re-employed, upon written notification to the Employing Authority shall be credited with the length of service accumulated up to the time of resignation for the purposes of sick leave and long service vacation entitlement benefits as defined in this Collective Agreement and based on service seniority. The following conditions shall apply:
- (a) the Engineer must have accumulated at least four (4) years of calendar service at the time of resigning;
 - (b) the resignation itself must indicate the reason for resigning;
 - (c) the break in service shall be for no longer than six (6) years, and during that time the Engineer must not have been engaged in remunerative employment for more than three (3) months;
 - (d) the previous length of service shall not be reinstated until successful completion of the probationary period;
 - (e) upon successful completion of the probationary period, the Engineer will be credited with the accumulated sick leave credits at the time of the resignation up to a maximum of twenty-six (26) days of credits.

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

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

Original signed by Honourable Reg Helwer

Represented herein by the Minister
Responsible for the Civil Service Act

THE PROFESSIONAL INSTITUTE OF THE PUBLIC
SERVICE OF CANADA (M. A. G. E.)

Original signed by Pierre Ouellet

Pierre Ouellet

Original signed by Harald Larsen

Harald Larsen

Original signed by Cory Graham

Cory Graham

Original signed by Sanjit Sidhu

Sanjit Sidhu

Original signed by Asit Dey

Asit Dey

Original signed by Jennifer Carr

Jennifer Carr

SCHEDULE "A" – SALARY SCHEDULE**Schedule "A"
Salary Schedule****Manitoba Association of Government
Engineers****Effective 2019 03 30 through to 2020 03 27**

Engineer 1 EG1	51,614 1,978.53 27.29	53,392 2,046.68 28.23	55,226 2,117.00 29.20	57,193 2,192.40 30.24	59,141 2,267.08 31.27
	61,222 2,346.83 32.37	63,321 2,427.30 33.48	65,591 2,514.30 34.68		
Engineer 2 EG2	65,364 2,505.60 34.56	67,633 2,592.60 35.76	69,978 2,682.50 37.00	72,418 2,776.03 38.29	74,953 2,873.18 39.63
	77,563 2,973.23 41.01	80,248 3,076.18 42.43	83,028 3,182.75 43.90		
Engineer 3 EG3	75,444 2,892.03 39.89	78,073 2,992.80 41.28	80,759 3,095.75 42.70	83,596 3,204.50 44.20	86,490 3,315.43 45.73
	89,516 3,431.43 47.33	92,636 3,551.05 48.98	95,851 3,674.30 50.68		
Engineer 4 EG4	84,069 3,222.63 44.45	86,962 3,333.55 45.98	90,007 3,450.28 47.59	93,128 3,569.90 49.24	96,400 3,695.33 50.97
	99,729 3,822.93 52.73	103,209 3,956.33 54.57	106,821 4,094.80 56.48		
Engineer 5 EG5	95,398 3,656.90 50.44	98,726 3,784.50 52.20	102,168 3,916.45 54.02	105,705 4,052.03 55.89	109,393 4,193.40 57.84

113,195	117,148	121,252
4,339.13	4,490.65	4,647.98
59.85	61.94	64.11

Schedule "A"
Salary Schedule

**Manitoba Association of Government
Engineers**

Effective 2019 03 30 through to 2020 03 27

Environmental Engineer 1 EE1	51,614 1,978.53 27.29	53,392 2,046.68 28.23	55,226 2,117.00 29.20	57,193 2,192.40 30.24	59,141 2,267.08 31.27
	61,222 2,346.83 32.37	63,321 2,427.30 33.48	65,591 2,514.30 34.68		
Environmental Engineer 2 EE2	75,444 2,892.03 39.89	78,073 2,992.80 41.28	80,759 3,095.75 42.70	83,596 3,204.50 44.20	86,490 3,315.43 45.73
	89,516 3,431.43 47.33	92,636 3,551.05 48.98	95,851 3,674.30 50.68		
Environmental Engineer 3 EE3	84,069 3,222.63 44.45	86,962 3,333.55 45.98	90,007 3,450.28 47.59	93,128 3,569.90 49.24	96,400 3,695.33 50.97
	99,729 3,822.93 52.73	103,209 3,956.33 54.57	106,821 4,094.80 56.48		
Environmental Engineer 4 EE4	95,398 3,656.90 50.44	98,726 3,784.50 52.20	102,168 3,916.45 54.02	105,705 4,052.03 55.89	109,393 4,193.40 57.84
	113,195 4,339.13 59.85	117,148 4,490.65 61.94	121,252 4,647.98 64.11		

Schedule "A"
Salary Schedule

**Manitoba Association of Government
Engineers**

Effective 2020 03 28 through to 2021 03 26

Engineer 1	51,879	53,657	55,510	57,477	59,444
EG1	1,988.68	2,056.83	2,127.88	2,203.28	2,278.68
	27.43	28.37	29.35	30.39	31.43
	61,524	63,643	65,912		
	2,358.43	2,439.63	2,526.63		
	32.53	33.65	34.85		
Engineer 2	65,685	67,974	70,338	72,778	75,331
EG2	2,517.93	2,605.65	2,696.28	2,789.80	2,887.68
	34.73	35.94	37.19	38.48	39.83
	77,960	80,645	83,444		
	2,988.45	3,091.40	3,198.70		
	41.22	42.64	44.12		
Engineer 3	75,823	78,470	81,156	84,012	86,924
EG3	2,906.53	3,008.03	3,110.98	3,220.45	3,332.10
	40.09	41.49	42.91	44.42	45.96
	89,970	93,090	96,324		
	3,448.83	3,568.45	3,692.43		
	47.57	49.22	50.93		
Engineer 4	84,485	87,397	90,461	93,601	96,873
EG4	3,238.58	3,350.23	3,467.68	3,588.03	3,713.45
	44.67	46.21	47.83	49.49	51.22
	100,221	103,719	107,351		
	3,841.78	3,975.90	4,115.10		
	52.99	54.84	56.76		
Engineer 5	95,871	99,218	102,679	106,235	109,942
EG5	3,675.03	3,803.35	3,936.03	4,072.33	4,214.43
	50.69	52.46	54.29	56.17	58.13

113,762	117,734	121,857
4,360.88	4,513.13	4,671.18
60.15	62.25	64.43

Schedule "A"
Salary Schedule

**Manitoba Association of Government
Engineers**

Effective 2020 03 28 through to 2021 03 26

Environmental Engineer 1 EE1	51,879 1,988.68 27.43	53,657 2,056.83 28.37	55,510 2,127.88 29.35	57,477 2,203.28 30.39	59,444 2,278.68 31.43
	61,524 2,358.43 32.53	63,643 2,439.63 33.65	65,912 2,526.63 34.85		
Environmental Engineer 2 EE2	75,823 2,906.53 40.09	78,470 3,008.03 41.49	81,156 3,110.98 42.91	84,012 3,220.45 44.42	86,924 3,332.10 45.96
	89,970 3,448.83 47.57	93,090 3,568.45 49.22	96,324 3,692.43 50.93		
Environmental Engineer 3 EE3	84,485 3,238.58 44.67	87,397 3,350.23 46.21	90,461 3,467.68 47.83	93,601 3,588.03 49.49	96,873 3,713.45 51.22
	100,221 3,841.78 52.99	103,719 3,975.90 54.84	107,351 4,115.10 56.76		
Environmental Engineer 4 EE4	95,871 3,675.03 50.69	99,218 3,803.35 52.46	102,679 3,936.03 54.29	106,235 4,072.33 56.17	109,942 4,214.43 58.13
	113,762 4,360.88 60.15	117,734 4,513.13 62.25	121,857 4,671.18 64.43		

Schedule "A"
Salary Schedule

**Manitoba Association of Government
Engineers**

Effective 2021 03 27 through to 2022 03 25

Engineer 1	52,503	54,300	56,172	58,158	60,163
EG1	2,012.60	2,081.48	2,153.25	2,229.38	2,306.23
	27.76	28.71	29.70	30.75	31.81
	62,262	64,399	66,707		
	2,386.70	2,468.63	2,557.08		
	32.92	34.05	35.27		
Engineer 2	66,480	68,787	71,189	73,648	76,239
EG2	2,548.38	2,636.83	2,728.90	2,823.15	2,922.48
	35.15	36.37	37.64	38.94	40.31
	78,887	81,610	84,447		
	3,023.98	3,128.38	3,237.13		
	41.71	43.15	44.65		
Engineer 3	76,730	79,416	82,121	85,014	87,965
EG3	2,941.33	3,044.28	3,147.95	3,258.88	3,371.98
	40.57	41.99	43.42	44.95	46.51
	91,048	94,206	97,478		
	3,490.15	3,611.23	3,736.65		
	48.14	49.81	51.54		
Engineer 4	85,506	88,438	91,539	94,717	98,027
EG4	3,277.73	3,390.10	3,509.00	3,630.80	3,757.68
	45.21	46.76	48.40	50.08	51.83
	101,431	104,968	108,637		
	3,888.18	4,023.75	4,164.40		
	53.63	55.50	57.44		
Engineer 5	97,024	100,410	103,908	107,502	111,266
EG5	3,719.25	3,849.03	3,983.15	4,120.90	4,265.18
	51.30	53.09	54.94	56.84	58.83

115,124	119,152	123,313
4,413.08	4,567.50	4,727.00
60.87	63.00	65.20

Schedule "A"
Salary Schedule

**Manitoba Association of Government
Engineers**

Effective 2021 03 27 through to 2022 03 25

Environmental Engineer 1 EE1	52,503 2,012.60 27.76	54,300 2,081.48 28.71	56,172 2,153.25 29.70	58,158 2,229.38 30.75	60,163 2,306.23 31.81
	62,262 2,386.70 32.92	64,399 2,468.63 34.05	66,707 2,557.08 35.27		
Environmental Engineer 2 EE2	76,730 2,941.33 40.57	79,416 3,044.28 41.99	82,121 3,147.95 43.42	85,014 3,258.88 44.95	87,965 3,371.98 46.51
	91,048 3,490.15 48.14	94,206 3,611.23 49.81	97,478 3,736.65 51.54		
Environmental Engineer 3 EE3	85,506 3,277.73 45.21	88,438 3,390.10 46.76	91,539 3,509.00 48.40	94,717 3,630.80 50.08	98,027 3,757.68 51.83
	101,431 3,888.18 53.63	104,968 4,023.75 55.50	108,637 4,164.40 57.44		
Environmental Engineer 4 EE4	97,024 3,719.25 51.30	100,410 3,849.03 53.09	103,908 3,983.15 54.94	107,502 4,120.90 56.84	111,266 4,265.18 58.83
	115,124 4,413.08 60.87	119,152 4,567.50 63.00	123,313 4,727.00 65.20		

SCHEDULE "B" – REMOTENESS ALLOWANCES

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

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

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

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

- a) a marital partner living with and dependent on the Engineer for main and continuing support;
- b) an unmarried child over eighteen (18) years but under twenty-one (21) years if in full time attendance at school or university or similar educational institution;
- c) an unmarried child of any age who is infirm (i.e. has impairment in physical or mental function), provided such a child is dependent on the Engineer for support.

1:04 There is a presumption of marriage evidenced by co-habitation. If a marriage contract is not in existence, a common-law arrangement between the marital partners must have been in existence for at least one (1) year prior to the application for Dependent's rate.

1:05 Where both marital partners are employees of the Government of Manitoba in any Department, Board, Agency or Commission to which this Collective Agreement, the Government Employees' Master Agreement, or the Civil Service Regulations covering Remoteness Allowances apply, but subject to Article 1:06 that follows, the Dependent rate shall be paid to one (1) partner only and the other partner will not receive either the Dependent or Single Rate of Remoteness Allowance.

1:06 Where both marital partners are employees of the Government of Manitoba in any Department, Board, Agency or Commission to which this Collective Agreement or the Civil Service Regulations covering remoteness allowances apply, but subject to Article 1:05 above, the dependent rate shall be paid to one (1) partner only and the other partner will not receive either the dependent or single rate of remoteness allowance.

1:07 **Locations and Residence**

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

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

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

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

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

In order to qualify for the daily rate, an Engineer hired on an "if, as and when" basis is required to work one-half (1/2) or greater of the normal working hours, ie. seven and one-quarter (7 ¼)

1:09 Article 1:08 applies to all part-time Engineers on staff as of August 10, 2000. For all other part-time Engineers, remoteness allowances will be pro-rate based on the number of hours an Engineer works. Example: if an Engineer works fifty percent (50%) of the hours of a full time Engineer, the Engineer will receive fifty percent (50%) of the remoteness allowance.

1:10 **Limitations**

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

1:11 **Rates**

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

1:12 **Geographic Eligibility**

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

1:13 **Bunk Houses or Similar Accommodation**

- (a) in areas where a Remoteness Allowance has been established, or can be established in relation to a specific community, where Engineers are provided with living quarters but are not provided board, such Engineers shall receive twenty-five percent (25%) of the Remoteness Allowance applicable to that community. In lieu of the twenty-five percent (25%) of the remoteness allowance, Engineers in the listed locations will receive the following:

Remote Bunkhouse Rates:

	Effective 2018-09-29
Bisset	28.05
God's Lake Narrows	59.76
Island Lake	57.75
Norway House	49.76

- (b) Where such Engineers are to be stationed under such conditions in a remote location on a semi-permanent basis, i.e. for a period of three (3) months or more, they shall receive in addition twenty-five percent (25%) of the remoteness allowance applicable to that community;
- (c) the rates shall be based on the community closest to the location where accommodation is supplied;
- (d) Engineers stationed in a remote area who are provided with room and board shall not receive any form of living or Remoteness Allowance;
- (e) this section does not apply to Engineers who are eligible for Remoteness Allowance.
- 1:14 A full time Engineer eligible for remoteness allowance as provided in this schedule shall be eligible in each fiscal year (April 1 to March 31), to receive up to a maximum of two (2) days of Special Northern Leave without loss of regular pay.

Bi-Weekly Remoteness Allowances effective 2018 09 29:

<u>Berens River</u>		<u>Dauphin River (Anama Bay)</u>	
Dependent	293.61	Dependent	195.84
Single	168.33	Single	138.97
<u>Bissett</u>		<u>Easterville</u>	
Dependent	194.79	Dependent	144.81
Single	115.16	Single	91.43
<u>Bloodvein River</u>		<u>Flin Flon</u>	
Dependent	298	Dependent	122.74
Single	171.17	Single	76.36
<u>Brochet</u>		<u>Gillam</u>	
Dependent	350.72	Dependent	252.22
Single	201.96	Single	152.6
<u>Churchill</u>		<u>God's Lake Narrows</u>	
Dependent	283.54	Dependent	347.88
Single	172.03	Single	199.99
<u>Cormorant</u>		<u>God's River</u>	
Dependent	165.54	Dependent	352.4
Single	105.56	Single	203.07
<u>Cranberry Portage</u>		<u>Grand Rapids</u>	
Dependent	141.84	Dependent	140.79
Single	89.37	Single	87.04
<u>Crane River</u>		<u>Ilford</u>	
Dependent	174.73	Dependent	376.82
Single	126.96	Single	215.69
<u>Cross Lake</u>		<u>Island Lake/Garden Hill</u>	
Dependent	315.7	Dependent	324.1
Single	182.5	Single	185.13

<u>Jen Peg</u>		<u>Norway House</u>	
Dependent	230.18	Dependent	280.8
Single	137.58	Single	160.57
<u>Lac Brochet</u>		<u>Oxford House</u>	
Dependent	382.21	Dependent	341.24
Single	219.27	Single	195.21
<u>Leaf Rapids</u>		<u>Pikwitonie</u>	
Dependent	194.69	Dependent	275.3
Single	120.85	Single	164.9
<u>Little Grand Rapids</u>		<u>Pukatawagan</u>	
Dependent	312.36	Dependent	226.86
Single	177.13	Single	139.35
<u>Lynn Lake</u>		<u>Red Sucker Lake</u>	
Dependent	201.06	Dependent	346.06
Single	121.72	Single	198.51
<u>Manigotagan</u>		<u>St. Therese Point</u>	
Dependent	194.79	Dependent	324.1
Single	115.16	Single	185.13
<u>Matheson Island</u>		<u>Shamattawa</u>	
Dependent	198.58	Dependent	370.36
Single	140.81	Single	215.05
<u>Moose Lake</u>		<u>Sherridon</u>	
Dependent	210.24	Dependent	224.19
Single	129.99	Single	137.51
<u>Negginan/Poplar Point</u>		<u>Snow Lake</u>	
Dependent	298.53	Dependent	168.42
Single	171.68	Single	104.7
<u>Nelson House</u>		<u>Southern Indian Lake</u>	
Dependent	214.96	Dependent	356.75
Single	131.26	Single	205.77

Split Lake

Dependent	371.14
Single	211.85

Tadoule Lake

Dependent	388.06
Single	223.37

The Pas

Dependent	115.18
Single	70.4

Thicket Portage

Dependent	274.7
Single	164.47

Thompson

Dependent	183.38
Single	128.85

Wabowden

Dependent	235.36
Single	160.61

Waterhen

Dependent	145.42
Single	90.95

York Landing

Dependent	374.37
Single	218.05

SCHEDULE "C" – PRIVATELY OWNED VEHICLES

1:01 **Reimbursement Rates**

An allowance for the use of a privately owned vehicle, for travel on Government business, when authorized by a branch head, shall be paid.

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

Base Rate = 41.0¢/km based on a price of \$1.00/litre of regular gasoline, (south of the 53rd) and 45.4¢/km (north of the 53rd parallel).

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

- for every full 10.0¢ increase/decrease in the price per litre of regular gasoline from the base rate of \$1.00/litre, there shall be a 1.0¢/km increase/decrease in the private vehicle kilometre reimbursement rates from the base rate of 41.0¢/km and 45.4¢/km respectively.
- for a privately owned motorcycle the same formula shall apply however the base rate shall be 22.2¢/km and 24.5¢/km respectively.

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

	<u>For Engineers Resident</u>	
	<u>South of 53</u>	<u>North of 53</u>
(a) privately owned vehicle rates:	as per above formula	
(b) the use of a privately owned motorcycle, when authorized by a branch head, shall be reimbursed at the following rates:	as per above formula	

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

1:03 **Residence to Work Location**

(a) Transportation of an Engineer between the Engineer's residence and headquarters may not be claimed except where the Engineer has been called back to return to work:

- i) outside of the Engineer's normal hours on the Engineer's regular working day or shift; or
- ii) on the Engineer's day of rest;

(b) where an Engineer is assigned to a beat, patrol area, territory or work location which is outside the headquarters area to which the Engineer would otherwise relate, the additional distance to travel to that beat, patrol area, territory or work location over that which would otherwise be incurred in travel from the Engineer's residence to the Engineer's headquarters may be claimed.

1:04 **Special Areas**

When authorized by a branch head, the use of a privately owned vehicle for travel on Government business in the vicinity of towns which are in those areas covered by remoteness allowances and which also do not have road access to a provincial trunk highway, will be paid \$19.34 per day plus 29.4 ¢/km

Note: For the purposes of the rate adjustments to the above allowance rate on April 1st and October 1st of each year the base rate is 27.4 ¢/km.

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

VEHICLES REQUIRED AS A CONDITION OF EMPLOYMENT

2:01 Where an Engineer is required as a condition of employment to provide a personal vehicle for use in carrying out the Engineer's duties on behalf of Government, then the provisions of this Article shall apply.

2:02 By March 1 of each year, the Engineer shall select one of the following methods of compensation of vehicle expenses which will apply to the Engineer for the following fiscal year from April 1 to March 31.

(a) Option A – compensation in accordance with Section 1:01 – Rates;

(b) Option B – when authorized by the branch head, an Engineer required to provide a vehicle as a condition of employment will be paid for each day of use of the vehicle at the following rates based on the type of vehicle supplied:

- i) Automobiles: \$7.14 plus 32.0¢/km
- ii) Trucks: \$7.69 plus 35.3¢/km

The truck rate will only apply when a truck is specifically required for the work.

Note: For the purposes of the rate adjustments to the above allowance rates on April 1st and October 1st of each year the base rates are 30¢/km for automobiles and 33.3¢/km for trucks.

SCHEDULE "D" – MEALS AND MISCELLANEOUS EXPENSES

MEALS - ELIGIBILITY FOR CLAIMS

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

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

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

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

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

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

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

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

MEAL EXPENSES - TRAVEL WITHIN THE PROVINCE

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

(a) in area covered by remoteness allowance:

	<u>Individual Meals</u>			
	<u>Breakfast</u>	<u>Lunch</u>	<u>Supper</u>	<u>PerDiem</u>
April 1, 2013	\$8.35	\$10.35	\$17.90	\$36.60

(b) in all other areas:

	<u>Individual Meals</u>			
	<u>Breakfast</u>	<u>Lunch</u>	<u>Supper</u>	<u>PerDiem</u>
April 1, 2013	\$7.85	\$9.85	\$16.70	\$34.40

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

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

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

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

MEAL ALLOWANCES DURING OVERTIME WORK

3:01 **Extension of Working Day**

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

- (a) at least two (2) hours, exclusive of a dinner or supper break, a meal allowance shall be paid at \$5.80 effective April 6, 2013.

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

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

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

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

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

3:04 **Special Emergencies**

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

MEAL ALLOWANCES FOR FIELD OPERATIONS

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

- (a) the Engineer is not supplied with rations; or
 (b) a meal or meals is not supplied at a charge or otherwise from a field kitchen or similar facility; or

- (c) arrangements have not been made by the department or agency for group meals or meals by contract at a restaurant, café or other facility;

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

	<u>Individual Meals</u>			
	<u>Breakfast</u>	<u>Lunch</u>	<u>Supper</u>	<u>Per Diem</u>
April 1, 2013	\$7.00	\$7.65	\$11.15	\$25.80

In all other areas:

	<u>Individual Meals</u>			
	<u>Breakfast</u>	<u>Lunch</u>	<u>Supper</u>	<u>Per Diem</u>
April 1, 2013	\$6.75	\$7.30	\$10.55	\$24.60

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

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

INCIDENTALS ALLOWANCE

- 5.01 An Engineer who is in travel status may claim an incidentals allowance for each night of:
- (a) commercial accommodation
Four dollars and sixty cents (\$4.60)
 - (b) non-commercial accommodation:
Three dollars and twenty cents (\$3.20)

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

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

MISCELLANEOUS EXPENSES DURING TRAVEL

6:01 Gratuities

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

6:02 Laundry

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

6:03 Parking

- (a) An Engineer may claim parking expenses as follows:
 - i) short-term parking, when the Engineer is away from the workplace; and
 - ii) overnight parking where it is not provided with accommodation;
- (b) parking at an airport or other transportation terminal will only be allowed where the parking cost and the transportation costs to and from the terminal are less than the normal allowable transportation costs, i.e. limousine, taxi or bus, as available.

6:04 Telephone

- a. Charges for telephone calls necessary for business purposes may only be claimed when they are supported by a listing of the person telephoned and the city or town involved;
- b. an Engineer is entitled to claim the cost of long distance telephone calls up to a maximum of four dollars and fifty cents (\$4.50) for each period of three (3) consecutive nights away from the Engineer's residence on Government business and overnight accommodation is involved.

TRAVEL STATUS - RETURN HOME OVER A WEEKEND

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

ACCOMMODATIONS

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

DEFINITIONS

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

FLEXIBLE HOURS GUIDELINES**REFERENCE ARTICLE 16:03**

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

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

MEMORANDUM OF AGREEMENT #1

SUBJECT: JOINT CONSULTATION COMMITTEE TERMS OF REFERENCE

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

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

Signed on behalf of the
Province of Manitoba

Original signed by Pierre Ouellet

Pierre Ouellet

Original signed by Kerry Funk

Kerry Funk

August 25, 2022

Date

MEMORANDUM OF AGREEMENT #2

SUBJECT: HEALTH SPENDING ACCOUNT (HSA)

The Employer shall maintain the current Health Spending Account for permanent full and part-time Engineers and the current eligibility requirements subject to the following parameters:

- Effective January 1, 2016 the current maximum claim benefit shall be increased from six hundred dollars (\$600)/per year to seven hundred dollars (\$700)/year per full-time Engineer and from three hundred dollars (\$300)/year to three hundred and fifty dollars (\$350)/year per part-time Engineer.
- There is no carryover of HSA dollars from one year to the next, but an Engineer can carry forward claims for up to one year. I.e. a full-time Engineer had \$150 in claims in the first year. The Engineer can claim the \$120 and carry forward the additional \$30 in claims for up to one year.
- Engineers can apply for reimbursement once claims total \$100 (i.e. the "trigger point").
- Reimbursement for claims is once every two months.
- An Engineer must file a claim.
- Engineers to receive annual statements.
- The plan shall use Revenue Canada's definition of dependent (i.e. an Engineer 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.

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

Signed on behalf of the
Province of Manitoba

Original signed by Pierre Ouellet

Pierre Ouellet

Original signed by Kerry Funk

Kerry Funk

August 25, 2022

Date

LETTER OF INTENT #1**SUBJECT: CARRY-OVER OF VACATION CREDITS TO RETIREMENT**

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

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

Signed on behalf of the Province of Manitoba

Original signed by Kerry Funk
Kerry Funk

August 25, 2022
Date

LETTER OF INTENT #2**SUBJECT: ENGINEER PAID PARKING**

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

Signed on behalf of the Province of Manitoba

Original signed by Kerry Funk
Kerry Funk

August 25, 2022
Date

LETTER OF INTENT #3

SUBJECT: INTERPERSONAL VIOLENCE LEAVE

This letter is provided outside of the Collective Agreement for informational purposes only. It is neither grievable nor arbitrable and does not form part of the Collective Agreement.

Engineers who are victims of interpersonal violence may be entitled to take a leave from work. Interpersonal violence includes domestic violence, sexual violence, and stalking.

Engineers may take an interpersonal violence leave for only one or more of the following purposes, as these purposes relate to the Engineers or to a dependant:

- to seek medical attention in respect of a physical or psychological injury or disability;
- to obtain services from a victim services organization;
- to obtain psychological or other professional counselling;
- to relocate temporarily or permanently;
- to seek legal or law enforcement assistance, including preparing for or participating in any civil or criminal legal proceeding related to or resulting from the interpersonal violence; or
- any other purpose prescribed in the regulation.

There are two parts to interpersonal violence leave. One part of the leave allows Engineer to take up to 10 days consecutively or on an intermittent basis in a 52 week period, as needed by the Engineer. The other part allows Engineer to take up to 17 weeks in a 52 week period in one continuous period. Engineers can take the leave in any order that meets their individual circumstances.

Paid interpersonal violence leave up to five days will be treated as an approved absence with pay. The Engineer must request the leave through their supervisor, who will approve the absence with pay through existing department leave approval procedures.

Unpaid interpersonal violence leave for up to 17 weeks will be treated as an approved leave without pay. The Engineer must request the leave through their supervisor, who will approve the leave without pay and provide notification to pay and benefits for processing according to existing processes.

Notwithstanding the above, the Employer commits to adhere to all relevant provincial legislation as amended from time to time by the Government of Manitoba. If there is a difference between the legislation and the letter of intent, the legislation shall prevail. The Employer also commits to its adherence to existing policies as amended from time

to time.

Engineers seeking specific application and entitlements should consult policy or specific legislation for clarification.

Questions can be directed through Management and/or Human Resources.