

**MANITOBA GOVERNMENT EMPLOYEES'
MASTER AGREEMENT**

between

PROVINCE OF MANITOBA

and

**THE MANITOBA GOVERNMENT
EMPLOYEES' UNION**

March 29, 1997 - March 24, 2000



Manitoba

GOVERNMENT EMPLOYEES' MASTER AGREEMENT
1997 - 2000

INDEX

<u>ARTICLE</u>		<u>PAGE</u>
1	interpretation	1
2	Duration of Agreement	3
3	Amendment to the Salary Schedule	4
4	Application of Agreement	4
5	Term Employees	5
6	Lay-off - Seasonal Departmental Employees	5
7	No Discrimination	6
8	Management Rights	6
9	Pay	7
10	Retroactive Wages	7
11	Recruitment and Appointment	8
12	Medical Fitness	8
13	Probation..	8
14	Conduct of Employees	10
15	Performance Appraisal	10
16	Merit Increases	10
17	Disciplinary Action	11
18	Resignations	12
19	Contracting Out	12
20	Technological Change	12
21	Change of Work Headquarters	13
22	Lay-off..	13
23	Severance Pay	16
24	Holidays	17
25	Vacation	18
26	Sick Leave	21
27	Workers Compensation	23
28	Compassionate Leave	23
29	Paternity Leave	24
30	Maternity Leave	24
31	Adoptive Parent Leave	26
32	Parental Leave	26
33	Bridging of Service	26
34	Loss of or Damage to Personal Effects	27
35	Remoteness Allowance	28
36	Dental Plan	28
37	Health and Safety	28
38	Uniforms and Protective Clothing	31
39	Video Display Terminals	31
40	Union Business	32
41	Rights of Stewards	32
42	Union Security	33
43	Joint Council	33
44	Grievance Procedure	34
45	Grievance Arbitration Procedure	36
46	Appeals to the Commission	38
47	Sexual Harassment	39
48	Reclassification Procedure	39
49	Civil Liability	40

ARTICLE		PAGE
50	Employee Files	40
51	Long Term Disability Income Plan	41
52	Seniority	4 1
53	Part-time Employees	42
54	Ambulance and Hospital Semi-private Plan	42
55	Overtime and Compensatory Leave	42
56	Shift Premium	4 3
57	Weekend Premium	43
58	Stand-by	43
59	Deferred Salary Leave Plan	44
60	Court Leave	44
61	Acting Status	44
Appendix "A" Exclusions		4 6
Appendix "B" Remoteness Allowance		50
Appendix "C" Part-time Employees		53
Appendix "D" Privately Owned Vehicles		57
Appendix "E" Meals and Miscellaneous Expenses		59
Memorandum of Agreement - Hour Based Benefit Calculation		63
Memorandum of Agreement - Lump Sum Signing Bonus		65
Memorandum of Agreement - Vision Care		65
Memorandum of Agreement - Reduced Work Week Program		66
Memorandum of Agreement - Grievance, Arbitration and Appeal Processes		67
Memorandum of Agreement - Review of GEMA Text		67
Letter of Intent - Job Sharing		68
Memorandum of Agreement - Working at Home		68
Memorandum of Agreement - Benefit Plan Review		69
Memorandum of Agreement - Joint Employee Assistance Program		69
Flexible Hours Guidelines		70
Administration Component		71
Clerical Component		73
Corrections Component		75
Health Component		82
Legal, Inspection and Regulatory Component		90
Physical Sciences Component		93
Social Sciences Component		96
Trades, Operations and Services Component		102

GOVERNMENT EMPLOYEES' MASTER AGREEMENT
1997-2000

ALPHABETICAL INDEX

	<u>ARTICLE</u>	<u>PAGE</u>
Acting Status	61	44
Administration Component		71
Adoptive Parent Leave	31	26
Ambulance and Hospital Semi-private Plan	54	42
Amendment to the Salary Schedule	3	4
Appeals to the Commission	46	38
Application of Agreement	4	4
Benefit Plan Review (Memorandum)		69
Bridging of Service	33	26
C h a n g e o f	21	13
Civil Liability	49	40
Clerical Component		73
Compassionate Leave	28	23
Conduct of Employees	14	10
Contracting Out	19	12
Corrections Component		75
Court Leave	60	44
Deferred Salary Leave Plan	59	44
Dental Plan..	36	28
Disciplinary Action	17	11
Duration of Agreement	2	3
Employee Files	50	40
Exclusions (Appendix "A")		46
Flexible Hours Guidelines		70
Grievance Arbitration Procedure	45	36
Grievance Procedure	44	34
Grievance, Arbitration and Appeal Processes (Memorandum)		67
Health and Safety	37	28
Health Component		82
Holidays	24	17
Hour Based Benefit Calculation		63
Interpretation	1	1
Job Sharing (Letter of Intent)		68
Joint Council	43	33
Joint Employee Assistance Program (Memorandum)		69
Lay-off..	22	13
Lay-off - Seasonal Departmental Employees	6	5
Legal, Inspection and Regulatory Component		90
Long Term Disability Income Plan	51	41
Loss of or Damage to Personal Effects	34	27
Lump Sum Signing Bonus (Memorandum)		65
Management Rights	8	6
Maternity Leave	30	24
Meals and Miscellaneous Expenses (Appendix "E")		59
Medical Fitness	12	8
Merit Increases	16	10

	<u>ARTICLE</u>	<u>PAGE</u>
No Discrimination	7	6
Overtime and Compensatory Leave	55	42
Parental Leave	32	26
Part-time Employees	53	42
Part-time Employees (Appendix "C")		53
Paternity Leave..	29	24
Pay	9	7
Performance Appraisal	15	10
Physical Sciences Component		93
Privately Owned Vehicles (Appendix "D")		57
Probation	13	8
Reclassification Procedure	48	39
Recruitment and Appointment	11	8
Reduced Work Week Program (Memorandum)		66
Remoteness Allowance	35	28
Remoteness Allowance (Appendix "B")		50
Resignations	18	12
Retroactive Wages	10	7
Review of GEMA Text (Memorandum)		67
Rights of Stewards	41	32
Seniority	52	41
Severance Pay	23	16
Sexual Harassment	47	39
Shift Premium	56	43
Sick Leave	26	21
Social Sciences Component		96
Stand-by	58	43
Technological Change	20	12
Term Employees	5	5
Trades, Operations and Services Component		102
Uniforms and Protective Clothing	38	31
Union Business	40	32
Union Security	42	33
Vacation	25	18
Video Display Terminals	39	31
Vision Care Plan (Memorandum)		65
Weekend Premium	57	43
Workers Compensation	27	23
Working at Home (Memorandum)		68

**GOVERNMENT EMPLOYEES' MASTER AGREEMENT
GOVERNMENT OF MANITOBA**

THIS AGREEMENT made this **3rd** day of December, 1997.

BETWEEN

HER MAJESTY THE QUEEN in Right of the Province of Manitoba, represented herein by the Honourable the Minister charged with the administration of The Civil Service Act (hereinafter referred to as the government),

OF THE FIRST PART

-and-

THE MANITOBA GOVERNMENT EMPLOYEES' UNION, (hereinafter referred to as the Union),

OF THE SECOND PART.

WITNESSETH: That for the purpose of promoting co-operation and understanding between the government and its employees affected hereby, and to recognize the mutual value of joint discussions and negotiations with respect to compensation for employees, including the establishment of pay ranges for new classes of employees and the adjustment from time to time of pay ranges for existing classes of employees and working conditions of employees, the parties hereto agree as follows:

INTERPRETATION

1:01 In this Agreement, unless the context otherwise requires, the expression:

- (a) **“agency of the government”** means any board, commission, association, or other body, whether incorporated or unincorporated, all the members of which, or all the members of the board of management or board of directors of which are appointed by an act of the Legislature or by the Lieutenant Governor in Council;
- (b) **“Agreement”** means this agreement which may be referred to as The Government Employees' Master Agreement;
- (c) **“authorized overtime”** shall mean overtime authorized by the employing authority and where the term “overtime” is used in this Agreement, it shall mean “authorized overtime”;
- (d) **“casual employee”** means an employee who normally works less than the full normal daily, weekly or monthly hours of work, as the case may be, and whose work is irregular, or non-recurring or does not follow an ongoing predetermined schedule of work on a regular and recurring basis;
- (e) **“civil service”*** or **“service”** means the employees of the government in positions, appointments, or employments, now existing or hereinafter created excluding the members of any agency of the government and the employees of any agency of the government and also excluding:
 - i) officers of elections and election employees employed in that capacity only, other than the Chief Electoral Officer:

- ii) the Sergeant-at-Arms of the Legislative Assembly, page boys, ushers, such temporary and clerical assistance as may be provided for members of the Assembly, and clerical employees of the Assembly, other than the Clerk of the Legislative Assembly;
 - iii) persons employed to make or conduct a temporary and special inquiry, investigation or examination, on behalf of the Assembly or the government;
 - iv) persons who are patients or inmates in a provincial institution and who help in the work of the institution;
 - v) any person paid by fees or hired on a special contractual basis or as an independent contractor; and
 - vi) secretaries of ministers, other than any person designated as a member of the civil service pursuant to Subsection 18(1) of The Civil Service Act and other than any person who is a member of the civil service at the time of the employee's appointment as a secretary of a minister;
- (f) **“class”** or **“class of position”** means a group of positions involving duties and responsibilities so similar that the same or like qualifications may reasonably be required for, and the same schedule or grade of pay can be reasonably applied to, all positions in the group;
- (g) **“Commission”** means the Civil Service Commission, constituted under The Civil Service Act or any person designated from the staff of the Civil Service Commission to act on its behalf;
- (h) **“continuous service”** or **“continuous employment”** means consecutive and contiguous days, weeks, months and/or years of employment with the Government of Manitoba where there has been no break in service involving termination of the employee. In the calculation of continuous service, any approved leave of absence with pay shall not affect continuous service and any authorized leave of absence without pay or a temporary or seasonal lay-off, while not considered a break in service, shall not be counted in the total continuous service. Example: ten (10) years consecutive and contiguous service with six (6) months leave of absence without pay or six (6) months seasonal lay-off = nine and one-half (9½) years continuous service;
- (i) **“department”** means a department of the Executive Government of the Province;
- (j) **“departmental employee”** means a person employed in or under the Department of Highways and Transportation or the Department of Natural Resources whose appointment is made to a departmental employee classification contained within a Component;
- (k) **“dismissal”** means the removal for disciplinary reasons from a position of employment for just cause;
- (l) **“employee”** means a person employed in a position in the bargaining unit;
- (m) **“employing authority”** means:
- i) in respect of a department
 - aa) the minister presiding over a department
 - bb) the deputy minister
 - cc) any person designated by the minister to act as employing authority in respect of the department on behalf of the minister;
 - ii) in respect to persons employed in the Provincial Audit Branch, the Provincial Auditor;
 - iii) in respect to persons employed in the office of the Ombudsman, the Ombudsman.



- (n) “**grade of pay**”, “**pay range**” or “**pay grade**” means a series of rates of remuneration for a class that provides for a minimum rate, a maximum rate, and such intermediate rates if any as may be considered necessary to permit periodic increases in remuneration and as set out in the respective Component salary schedules;
- (o) “**increment**” means the amount per annum provided as a rate of increase in the applicable salary payable to any eligible employee, which unless the context of the relevant approved pay range otherwise clearly indicates, may be granted annually on the applicable anniversary dates;
- (p) “**lay-off**” means to temporarily remove from a position of employment subject to the employee retaining such rights as set out under this Agreement;
- (q) “**minister**” means a minister of the Crown;
- (r) “**part-time employee**” means an employee who normally works less than the full normal daily, weekly or monthly hours, as the case may be, and whose work follows an ongoing, predetermined schedule of work on a regular and recurring basis;
- (s) “**position**” means a position of employment with the government, the person employed for which is a member of the civil service;
- (t) “**promotion**” means a change of employment from one (1) position to another having a higher maximum salary;
- (u) “**provincial institution**” means
 - i) a hospital, sanatorium, or institution for the care of mental retardates or persons suffering from mental disorders, the employees in which are members of the Civil Service; and
 - ii) correctional institutions and detention homes;
- (v) “**regular employee**” means an employee who carries out and occupies a continuing function in a departmental program and who has all the rights and privileges of permanent status;
- (w) “**regulation**” means a regulation under The Civil Service Act;
- (x) “**transfer**” means the removal of an employee from a position in a class and appointing the employee to another position in the same class or to another position in a different class having the same maximum rate of pay;
- (y) “**Union**” means the Manitoba Government Employees’ Union.

1 :02 Wherever the singular and the masculine are used in this Agreement, the same shall be construed as meaning the plural, or the feminine or the neuter where the context so admits or requires and the converse shall hold as applicable.

DURATION OF AGREEMENT

2:01 This Agreement shall become effective from and including March 29, 1997 and shall continue in effect up to and including March 24, 2000 and shall remain in force and effect from year to year thereafter unless written notice to negotiate a renewal, or revision and renewal is given by either party at least forty-five (45) days prior to but not more than one hundred and eighty (180) days prior to the expiry date hereof. During the period required to negotiate a renewal, or revision and renewal of this Agreement, this Agreement shall remain in full force and effect without change.

- 2:02 Where notice for revision of this Agreement is given under Section :01, the party giving notice agrees to deliver to the other their written proposals for the revision of the Agreement at least thirty (30) days prior to the expiry date of the Agreement. The parties shall, within twenty (20) working days following receipt of the specific proposals for revision to the Agreement, commence collective bargaining. These time limits may be changed by mutual agreement between the parties hereto.
- 2:03 All additions, deletions, amendments, and/or revisions from the previous Agreement to this Agreement shall be effective the first day of the bi-weekly pay period following the date of signing of this Agreement unless otherwise specified.

AMENDMENT TO THE SALARY SCHEDULE

- 3:01 During the term of this Agreement, amendments to the salary schedule in the Components resulting from the introduction of a new classification, or amendments to Appendix "A" of the Agreement in respect of exclusions from the terms of this Agreement shall be determined through negotiation between the parties hereto.
- 3:02 If it is necessary for the purpose of recruitment or retention to effect an upward adjustment to the pay range of an established classification, the government shall consult with the Union and may amend the salary schedule to give effect to the required change. In no case shall such pay range be less than that already existing for the classification.

APPLICATION OF AGREEMENT

- 4:01 The terms of this Agreement shall apply as herein stated to:
- (a) persons in the civil service appointed in virtue of and under Sections 15 and 16 of The Civil Service Act;
 - (b) departmental employees;
 - (c) term employees to whom Subsection 2(5) of The Civil Service Superannuation Act applies;
 - (d) full-time term and temporary employees hired under the authority of The Civil Service Act for a period in excess of two (2) months service;
 - (e) part-time employees who have been hired under the authority of The Civil Service Act. The Agreement shall apply effective the start of the bi-weekly pay period following the attainment of three hundred and thirty-six (336) hours of accumulated service for employees in an eight (8) hour per day classification or three hundred and four and one half (304%) hours of accumulated service for employees in a seven and one-quarter (7%) hour per day classification.
- 4:02 The terms of this Agreement shall not apply to:
- (a) incumbents of the positions set forth in Appendix "A" attached hereto; and
 - (b) any government employees represented by a recognized bargaining agent and covered by another collective agreement other than the Government Employees' Master Agreement; and
 - (c) student assistants being paid under the provisions of the Student Temporary Employment Program Policy (S.T.E.P.); and
 - (d) casual employees.
- 4:03 The eight (8) Components listed below shall be attached to and form part of this Agreement.
- (a) Administration
 - (b) Clerical
 - (c) Corrections
 - (d) Health
 - (e) Legal, Inspection & Regulatory
 - (f) Physical Sciences
 - (g) Social Sciences
 - (h) Trades, Operations & Services

4:04 The government recognizes the Union as the sole and exclusive bargaining agent for those employees within the bargaining unit as set out in Section :01 herein and as well such further classes of employees as may be agreed upon by the parties during the term of this Agreement.

TERM EMPLOYEES

5:01 “**Term employee**” means an employee 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 specified event.

5:02 Where the employment of a term employee terminates at the end of a specific term of employment, then:

- (a) the employing authority shall not be required to give any notice or payment in lieu thereof;
- (b) the employee shall not be required to give any notice of resignation.

5:03 Where a term employee is laid-off, then the following shall apply:

- (a) if the lay-off is at the end of a specific term of employment, no notice of lay-off is required;
- (b) if the lay-off is prior to the end of a specific term of employment, an employee will receive written notice prior to the lay-off or granted payment in lieu thereof based on the following
 - i) four (4) weeks’ notice to an employee with one (1) or more years of full time continuous service or
 - ii) two (2) weeks notice to an employee with less than one (1) year of full-time continuous service.

5:04 Where a term employee is employed in the same position performing the same function for a period of more than twenty-four (24) continuous months and where the need for the position is expected to continue, the government will convert the position and the employee to regular civil service status.

5:05 An employee appointed to a term position shall be informed in writing as to the duration of the term. Failure to comply with the foregoing shall not in itself negate the employee’s status as a term employee.

LAY-OFF - SEASONAL DEPARTMENTAL EMPLOYEES

6:01 This Article applies to the lay-off and recall of seasonal-departmental employees. Non-seasonal departmental employees are covered by Article 22 - Lay-off.

6:02 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) from which the lay-off(s) are to take place.

6:03 The employing authority shall determine the group of employees concerned within each classification from which employees are to be laid-off.

6:04 In determining the order of lay-off within the group of employees concerned, seniority shall be the determining factor provided the qualifications of the employees are relatively equal. This Section is subject to the requirement that the employees who are retained must have the qualifications and ability to perform the duties which the remaining employees will be required to perform.

6:05 Where an employee alleges that the employee’s lay-off has not been in accordance with this Agreement, the grievance procedure set forth in this Agreement shall apply except that the grievance shall be initiated at the third step of the procedure.

- 6:06 Where an employee is being laid-off at the end of a specific term of employment or after the completion of a job for which the employee was specifically employed, no notice of lay-off is required. Otherwise where an employing authority is laying off an employee the following shall apply:
- (a) to an employee with one (1) or more years of continuous service
 - four (4) weeks written notice or pay in lieu thereof.
 - (b) to an employee with less than one (1) year of continuous service
 - two (2) weeks written notice or pay in lieu thereof.
- 6:07 Employees who are laid-off shall be placed on a re-employment list for a period of twelve (12) months from the effective date of the lay-off. Each department concerned shall maintain its own re-employment list(s) for its laid-off employees. The Union shall be provided a copy of such list(s), upon request.
- 6:08 Employees placed on a re-employment list shall be called back to their positions in reverse order of lay-off.
- 6:09 An employee who is on a re-employment list must:
- (a) report any change of address to the department without delay;
 - (b) if called back, respond to the call back within seven (7) days of receipt of notification of call back;
 - (c) return to work within fourteen (14) days of receipt of notification of call back or such other date as may be agreed upon between the employee and the department;
 - (d) except for good and sufficient reasons, accept a call back in accordance with this Section or be deemed to have resigned.
- 6:10 Employees whose classification varies between Labourer and Operator shall be categorized as "Labourer/Operator" for purposes of this Article.
- 6:11 For purposes of this Article, "**qualifications**" refers to education, knowledge, training, skills, experience, aptitude, and competence. "**Ability**" refers to mental, and physical capability. The employing authority, in making a decision with respect to determining which employees are to be retained and which employees are to be laid-off, shall determine qualifications, and the ability of employees to perform the duties which the remaining employees will be required to perform in a fair, reasonable, and non-discriminatory manner. The onus of proof rests with the employing authority in any dispute over the application of qualifications and ability to perform the duties which the remaining employees will be required to perform.

NO DISCRIMINATION

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

MANAGEMENT RIGHTS

- 8:01 All the functions, rights, personnel pay practices, powers and authority which the government has not specifically abridged, delegated or modified by this Agreement are recognized by the Union as being retained by the government.
- 8:02 In administering this Agreement, the government shall act reasonably, fairly, in good faith, and in a manner consistent with the Agreement as a whole.

PAY

- 9:01 An employee, other than an employee paid on an hourly or daily basis who does not work every working day in a bi-weekly pay period and by reason thereof is not entitled to be paid an amount equal to a bi-weekly salary is entitled to be paid an amount equal to the daily rate of pay for the employee's position at the employee's step multiplied by a number comprising the number of days actually worked in that period plus any leaves with pay in that period for which the employee is eligible. The daily rate of pay shall be calculated by multiplying the hourly rate of pay by the number of hours in a normal working day as indicated in the applicable Component and rounding the result to the nearest cent. The bi-weekly salary shall be calculated by multiplying the hourly rate of pay by the normal number of hours in a bi-weekly pay period as indicated in the applicable Component and rounding to the nearest cent.
- 9:02 Where an employee is promoted to another position, the employee shall be paid at a rate of pay set out for that position in the salary schedule that is, if possible, one (1) full increment more than the rate of pay the employee was being paid in the employee's former position.
- 9:03 Where an employee receives a benefit arising out of the employee's position, unless the salary schedule provides that such benefit shall be in addition to the salary provided for the position, a fair and reasonable charge as recommended by Joint Council and approved by the Lieutenant Governor in Council may be made for the benefit.
- 9:04 Where, in special cases, the application of the general rules for placing an employee on a step of a pay range works an injustice or does not make adequate provision, the Commission shall consult with the Union, and may, following the personal recommendation of the minister of the department concerned, make such provisions as may be necessary to maintain equity and parity among salaries of incumbents of such positions within the pay range of the classification. Such provisions may take the form of salary rate assignment of incumbents to a proper and equitable step of the pay range of the classification of the position or to such a step of the pay range of the incumbent in the event that the pay range of the incumbent is lower than the pay range of the classification of the position.

RETROACTIVE WAGES

- 10:01 Retroactive pay adjustments for the period between the expiration of the previous Agreement and the date of the signing of this Agreement shall apply to:
- (a) employees who are in the employ of the government on the date of the signing of this Agreement;
 - (b) employees who have left the service during the above-mentioned period but who have retired in accordance with the provisions of The Civil Service Superannuation Act or who have died in service;
 - (c) employees who have left the service during the above-mentioned period by reason of being laid-off by the employing authority;
 - (d) term employees terminated at the end of a specific term of employment or after the completion of the specific job for which they were employed.
- 10:02 Upon written request to the employing authority, within sixty (60) days of the date of the signing of this Agreement, retroactive pay adjustments for the period between the expiration of the previous Agreement and the date of the signing of this Agreement shall be made to employees who have voluntarily terminated their services (resigned).

RECRUITMENT AND APPOINTMENT

- 11:01 Subject to Section 14 of The Civil Service Act, unless in the opinion of the Commission it is in the public interest to appoint a person from outside the Civil Service, the preference for filling vacancies shall be as follows:
- (a) promotion;
 - (b) competition and transfer; and
 - (c) appointment of a person on a re-employment list kept under Subsection 19(2) of The Civil Service Act.
- 11:02 The selection of employees for vacant or new positions shall be on the basis of ability, prior work performance and seniority. Where ability and work performance are equal, seniority shall be the determining factor.
- 11:03 Where an employee is moved from one (1) department to another, or within a department, the Commission shall inform the departments or the department concerned of the move. The department from which the employee is moved, or within which the employee is moved, shall release the employee from the position within thirty (30) days of being so informed, or within one (1) week of obtaining a replacement for the employee, whichever is the earlier.
- 11:04 An employee who is notified that he or she is an unsuccessful applicant for a vacant position shall be supplied with the reasons for non-acceptance within ten (10) days of making a written request to the Commission. Such a request shall be made within ten (10) days of receipt of the notification that the employee was an unsuccessful applicant.
- 11:05 Notwithstanding Section :01, first consideration for filling vacancies or new positions shall be given to persons on the re-employment list.

MEDICAL FITNESS

- 12:01 A physical examination by a duly qualified medical practitioner acceptable to the Commission is required:
- (a) for all employees in provincial institutions;
 - (b) for any employee in respect of whom the employing authority, in writing, requires a physical examination; and
 - (c) for any employee who, in the opinion of the Commission, should be given a physical examination.
- 12:02 The Commission may, on the recommendation of the employing authority, or on its own initiative, require an employee to have a psychiatric examination and/or a physical examination.
- 12:03 A duly qualified medical practitioner giving a psychiatric or physical examination shall complete the forms required by the Regulations.
- 12:04 The cost of any examination referred to in Sections :01 and :02 will be paid by the employing authority.

PROBATION

- 13:01 Subject to Section :08, every person appointed to a position shall be on probation for a period of six (6) months or for such longer period as may be established by the Commission. Such period shall not exceed twelve (12) months in total. Where a period of probation in excess of six (6) months has been established, the employee shall be notified of the length of the probation period.

- 13:02 Where an employee's probation period has been established for a period of less than twelve (12) months the Commission, upon the request of the department concerned, may approve an extension of the employee's probation period. Such extension when combined with the initial probation period shall not exceed twelve (12) months duration and the total shall be deemed to be the initial probation period.
- 13:03 An employee shall be notified in writing of any extension of the probation period under Section :02 prior to the expiry of the probation period. A meeting may be held with the employee to discuss the extension. The employee has the option to have a representative present.
- 13:04 Where an employee's probation period has been established for a period of twelve (12) months no extension may be approved by the Commission.
- 13:05 An employee who is rejected during the initial probation period may grieve the rejection at Step 3 of the grievance procedure within fifteen (15) working days from the date the employee received notice of the rejection. The deputy minister or designate shall hold a hearing to discuss the grievance with the employee and the employee's representative. The decision at Step 3 shall be final for such grievances.
- 13:06 Where an employee has been rejected during probation following a promotion within a department, upon such rejection the employing authority will relocate the employee to the employee's former position or to a position comparable to the former position.
- 13:07 Where an employee has been rejected during probation following a promotion to another department, then
- (a) The Commission will place the employee on an employment availability list at the employee's previous classification for a period of one (1) year from the date of rejection.
 - (b) During this period the Commission will endeavour to relocate the employee to the employee's former position or to a position comparable to the former position.
 - (c) The employee may only grieve the rejection if the employee has not been relocated to the former position or offered a comparable position prior to the effective date of rejection. The grievance shall be initiated at Step 3 of the grievance procedure within twenty-five (25) working days from the effective date of rejection.
- 13:08 An employee shall not be required to serve a further probation period when:
- (a) the employee is promoted without competition as a result of reclassification of the employee's position;
 - (b) the employee initiates a transfer to a position in the same classification involving similar duties and responsibilities;
 - (c) the employer initiates the transfer or demotion of an employee from one (1) position to another for any reason.
- 13:09 Subject to Section :07, the rejection of an employee on probation is neither appealable nor arbitrable.
- 13:10 An employee who is being rejected during the employee's probation period shall be provided with two (2) weeks' notice or payment in lieu thereof.
- 13:11 An employee who is temporarily appointed to another position on an acting basis is not considered to be on probation. If the employee is subsequently promoted to that position, the period during which the employee was in acting status does not count towards the employee's probation period.

CONDUCT OF EMPLOYEES

- 14:01 Each employee shall observe standards of behaviour consistent with the employee's function and role as a civil service employee and in compliance with the terms of this Agreement.
- 14:02 Where an employee is absent without leave for a period of two (2) weeks, the employee shall be considered to have abandoned his or her position and shall be deemed to have been terminated on the last day on which the employee was present at work and performed the employee's regular duties.
- 14:03 Where an employee is habitually late or is absent during working hours without leave and fails to give satisfactory explanation for the lateness or absence, the head of the branch, division, or department concerned shall make a report to the employing authority who may take such disciplinary action, including suspension or dismissal, as is warranted.

PERFORMANCE APPRAISAL

- 15:01 Where a formal assessment of an employee's performance is made, the employee concerned shall be given an opportunity to sign the assessment form upon its completion to indicate that its contents have been read. Employees shall have the right to place their own comments on the form where such space is provided or to append their comments to the form where no space is provided. An employee shall, upon request, receive a copy of the assessment.

MERIT INCREASES

- 16:01 "**Merit increase**" means an increase in the rate of pay of an employee within the employee's pay range which may be granted in recognition of satisfactory service on the employee's anniversary date.
- 16:02 Subject to Section :03, the anniversary date of an employee is the first of the month which follows the date on which the employee is employed in a position in the civil service.
- 16:03 The anniversary date for an employee 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 employee and the employee shall be eligible for the employee's next merit increase twelve (12) months from the anniversary date established in accordance with this Section.
- 16:04 Where the pay range for an employee's classification permits, an employee shall be eligible for a merit increase twelve (12) months from the employee's anniversary date established in accordance with this Article provided the employee has accumulated one thousand and eight (1,008) regular hours of work during that twelve (12) month period. If an employee has not accumulated one thousand and eight (1,008) regular hours during that twelve (12) month period and as a result has not received a merit increase, the employee is eligible for a merit increase at the employee's next subsequent anniversary date twelve (12) months hence provided the employee has accumulated one thousand and eight (1,008) regular hours during the preceding twenty-four (24) month period. In a similar manner an employee who has not accumulated one thousand and eight (1,008) regular hours over the preceding twenty-four (24) month period is eligible for a merit increase at the employee's next anniversary date following the accumulation of one thousand and eight (1,008) regular hours.

- 16:05 Where an employee has been on maternity leave and/or parental leave and as a result of such leave(s) fails to be eligible for a merit increase under Section :04, the employee will be eligible for a merit increase on the first of the month following the date on which the employee accumulates the necessary regular hours of work. The effective date of the increase shall be the first of the bi-weekly pay period which includes the first of the month.
- 16:06 Notwithstanding that an employee is appointed to a position at a salary rate higher than the minimum salary applicable to the position, the employee is eligible for a merit increase on the employee's anniversary date.
- 16:07 The effective date for an employee's merit increase shall be the first day of the bi-weekly pay period which includes the employee's anniversary date. An employee must be in the classification on the employee's anniversary date in order that the merit increase shall take effect at the beginning of the bi-weekly period that includes the said anniversary date.
- 16:08 Where a merit increase is not granted to an employee on the employee's anniversary date:
- (a) the employee shall be notified of the merit increase denial on or before the applicable anniversary date. The employee shall be provided in writing with the reasons the merit increase was denied;
 - (b) the merit increase may be granted to the employee on any subsequent monthly anniversary date which is not less than three (3) months from the employee's anniversary date. The effective date for such 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 employee may file a grievance at Step 2 of the grievance procedure. No grievance may be initiated where a merit increase is not granted to an employee under Subsection :08(b);
 - (d) the employee is eligible for a merit increase at the employee's next anniversary date notwithstanding that the employee was granted a merit increase under Subsection :08(b).

DISCIPLINARY ACTION

- 17:01 An employee shall only be disciplined for just cause.
- 17:02 A hearing may be held with an employee prior to making a determination to suspend or dismiss an employee. The employee has the option to have a representative present.
- 17:03 Where a written report recommending disciplinary action is to be placed on an employee's file, the employee shall be given an opportunity to sign the report indicating it has been read. Upon signing the employee shall receive a copy of such a report.
- 17:04 Where disciplinary action has been taken the employee shall be advised in writing of the disciplinary action and the circumstances and actions which made the disciplinary action necessary. The employee shall sign a copy only to acknowledge its receipt and shall retain a copy.
- 17:05 An employee may grieve any disciplinary action according to the grievance procedure. Grievances concerning demotion, suspension or dismissal shall be initiated at Step 3 of the grievance procedure.
- 17:06 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 employee's file(s).
- 17:07 No notice or payment in lieu thereof is required where an employee is dismissed.

RESIGNATIONS

- 18:01 An employee wishing to resign shall provide the employing authority with a written notice of resignation which shall specify the last day upon which the employee will perform the employee's regular duties.
- 18:02 The effective date of a resignation shall be the last day upon which an employee is present at work and performs the employee's regular duties.
- 18:03 Subject to Sections :04, :05 and :06, where the last day on which an employee who has submitted a notice of resignation performs the employee's regular duties precedes a Friday which, but for the fact that a holiday falls thereon would be a regular working day, the employee shall be deemed to have voluntarily terminated the employee's service on that Friday and shall be eligible for holiday pay for that Friday.
- 18:04 Subject to Section :06 employees shall give written notice of resignation at least two (2) weeks prior to the date on which the resignation is to be effective. Notice of resignation shorter than the required two (2) weeks may only be given with the approval of the employing authority.
- 18:05 An employee may, with the approval of the employing authority, withdraw the notice of resignation at any time before the resignation becomes effective.
- 18:06 Where the employment of an employee terminates at the end of a specific term of employment, or on the completion of a job for which the employee was specifically employed, no notice of resignation is required.

CONTRACTING OUT

- 19:01 The government will give all reasonable consideration to continued employment in the Civil Service of employees who would otherwise become redundant because work is contracted out.
- 19:02 Where work is to be contracted out which would result in the redundancy of employees in the bargaining unit, then the following procedure shall apply:
- (a) The government will provide the Union with one hundred and twenty (120) days' notice;
 - (b) During the notice period the parties shall meet to facilitate potential retraining and/or re-deployment opportunities;
 - (c) At the request of either party, the matter shall be discussed at Joint Council.

TECHNOLOGICAL CHANGE

- 20:01 The government and the Union recognize that technological change can offer significant improvements in the quality and quantity of government services provided to the public.
- 20:02 For purposes of this Article, technological change means the introduction of equipment or material into government operations which is likely to affect the security of employment of regular employees or departmental employees who are employed on a full-time, year-round basis.
- 20:03 The government agrees that it will endeavour to introduce technological change in a manner which, as much as is practicable, will minimize the disruptive effects on services to the public and employees.

- 20:04 Where the government intends to introduce technological change, the following procedure will be followed:
- (a) The government will provide the Union with one hundred and eighty (180) days' notice prior to the date the change is to be effective;
 - (b) During this period, the parties will meet to discuss the steps to be taken to assist the employees who could be affected;
 - (c) Where retraining is to be provided, it shall be provided during the employees' normal working hours where possible;
 - (d) At the request of either party, an on-site technological change implementation committee shall be established at the work location(s) affected. The Committee will consist of two (2) worker representatives and two (2) management representatives. The role of the Committee will be to facilitate the implementation of the technological change in a manner consistent with this Article.
- 20:05 The provisions of this Article are intended to assist employees affected by technological change and Sections 83, 84 and 85 of The Labour Relations Act do not apply during the term of this Agreement.

CHANGE OF WORK HEADQUARTERS

- 21 :01 Where, as a result of a reorganization of a department or part of a department an employee's work headquarters is moved from one (1) city or town to another city or town requiring a change of residence by the employee, the employee shall be given notice of the move ninety (90) days in advance of the date upon which the move of the employee is to be effected. Such notice shall be provided in writing to the employee by the employing authority.
- 21:02 Where an employee has accepted relocation involving a change in residence by the employee, the employee shall be reimbursed for expenses incurred due to the relocation in accordance with existing policy respecting "Expenses of Removal on Transfer".
- 21:03 Where such notice has been given to an employee and the employee is unable to relocate, every reasonable effort will be made to place the employee in another suitable position within the civil service.
- 21:04 Where an employee with one (1) or more years of continuous service is unable to relocate, the employee shall be subject to lay-off. If the employee has not been offered another suitable position within one (1) year from the date of lay-off the employee shall be permanently laid-off and shall be eligible for severance pay in accordance with Article 23 - Severance Pay.
- 21:05 For purposes of interpretation of this Article, where the term "**suitable position**" is used it means a position which the employee is reasonably qualified for and able to perform and which is in a location that would not require a change of residence by the employee.

LAY-OFF

- 22:01 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) from which the lay-off(s) are to take place.
- 22:02 Subject to this Article, the employing authority shall determine the group of employees concerned within each classification from which employees are to be laid-off.

- 22:03 The group of employees concerned shall then be divided, where applicable, into three (3) subgroups as follows:
- Subgroup (1) - term employees with two (2) or more years of continuous service;
 - Subgroup (2) - regular employees and non-seasonal departmental employees, with less than four (4) years of continuous service;
 - Subgroup (3) - regular employees and non-seasonal departmental employees, with four (4) or more years of continuous service.
- 22:04 Within the group of employees concerned, lay-offs shall take place in ascending subgroup order. In determining the order of lay-off within a subgroup, seniority shall be the determining factor provided the qualifications of the employees are relatively equal. This Section is subject to the requirement that the employees who are retained must have the qualifications and ability to perform the duties which the remaining employees will be required to perform.
- 22:05 An employee in subgroup (3) shall not be laid-off while there are employees in subgroups (1) and (2) in the same classification within the department. This provision is subject to the employee having the qualifications and ability to perform the duties which the remaining employees will be required to perform.
- 22:06 When there are no employees in subgroups (1) and (2) employees in subgroup (3) may be laid-off. In this case, the group of employees concerned shall be all employees in the same classification within the department.
- 22:07 Where the lay-off(s) of employee(s) in subgroup (3) is necessary, the employing authority shall provide the Union with written notice not less than forty (40) days prior to the date of lay-off(s). The parties shall then meet to discuss the steps to be taken to assist the employees affected.
- 22:08 Except where specifically provided, this Article does not apply to the lay-off of:
- (a) term employees at the end of a specific term of employment;
 - (b) term employees with less than two (2) years of continuous service.
- 22:09 Where an employing authority is laying off an employee, notice of lay-off or pay in lieu thereof will be given in accordance with the following:
- (a) Where a term employee is being laid-off at the end of a specific term of employment or after completion of a job for which the employee was specifically employed, no notice of lay-off is required.
 - (b) Four (4) weeks' notice will be provided to:
 - i) regular employees;
 - ii) non-seasonal departmental employees;
 - iii) term employees with one (1) or more years of continuous service.
 - (c) Two (2) weeks' notice will be provided to term employees with less than one (1) year of continuous service.
- 22:10 The Union will be provided a copy of lay-off notices issued to:
- (a) regular employees;
 - (b) non-seasonal departmental employees;
 - (c) term employees with two (2) or more years of continuous service.
- 22:11 For purposes of this Article, “**regular employee(s)**” refers to full-time and part-time employee(s) and “**term employee(s)**” refers to full-time and part-time employee(s).
- 22:12 Term employees with less than two (2) years of continuous service shall be considered for lay-off prior to the lay-off of employees in the subgroups specified in Section :03.

- 22:13 Where employees have been laid-off, the department shall not use casual employees to do the work of the laid-off employees except:
- (a) where the laid-off employees are not available for work; or
 - (b) in emergency situations.
- 22:14 Where an employee, including a term employee, alleges that the employee's lay-off has not been in accordance with this Agreement, the grievance procedure set forth in this Agreement shall apply except that the grievance shall be initiated at the third step of the procedure.
- 22:15 For purposes of this Article, "**qualifications**" refers to education, knowledge, training, skills, experience, aptitude, and competence. "**Ability**" refers to mental, and physical capability. The employing authority, in making a decision with respect to determining which employees are to be retained and which employees are to be laid-off, shall determine qualifications, and the ability of employees to perform the duties which the remaining employees will be required to perform, in a fair, reasonable, and non-discriminatory manner. The onus of proof rests with the employing authority in any dispute over the application of qualifications and ability to perform the duties which the remaining employees will be required to perform.
- 22:16 Where the temporary lay-off of an employee in subgroup (3) is necessary, Sections :05, :06 and :07 do not apply. For purposes of this Section a "**temporary lay-off**" is defined as less than three (3) months duration. Employees shall return to their positions upon expiry of such lay-off. This Section applies only to situations identified in separate Memoranda of Agreement between the parties.
- 22:17 Employees who are laid-off shall be placed on a re-employment list for a period of twelve (12) months from the effective date of the lay-off.
- 22:18 The Civil Service Commission shall maintain a re-employment list for all employees covered by this Article who are laid-off on other than a temporary basis. A copy will be provided to the Union on request.
- 22:19 Employees who are placed on a re-employment list shall be called back to their positions in reverse order of lay-off in the classification from which the employee was laid-off.
- 22:20 An employee who is on the re-employment list must:
- (a) report any change of address to the department without delay;
 - (b) if called back, respond to the call-back within seven (7) days of receipt of notification of call-back. Notice of recall shall be made by registered mail to the last known address filed by the employee;
 - (c) return to work within fourteen (14) days of receipt of notification of call-back or such other date as may be agreed upon between the employee and the department;
 - (d) except for good and sufficient reasons, accept a call-back in accordance with this Section or be deemed to have resigned.
- 22:21 A term employee who has been employed in the same position for one (1) or more years of continuous service and who is laid off or whose term expires shall be placed on an employment availability list by the department for a period of one (1) year. During this period, the employee shall be considered for re-employment to the position if it is to be refilled.
- 22:22 Employees on a re-employment list may be offered re-employment to other positions within the service.

- 22:23 An employee who accepts another position may be placed on a trial period of not more than six (6) months duration. An employee who is found to be unsuitable during this trial period will be returned to the appropriate reemployment list for the greater of six (6) months or the remainder of the employee's twelve (12) month period on the re-employment list. An employee found to be unsuitable may grieve the decision commencing at Step 3 of the grievance procedure. The decision at Step 3 may be appealed to the Civil Service Commission. The decision of the Commission is final for such grievances.
- 22:24 If a regular employee accepts a term position as a result of re-employment, the employee's status as a regular employee shall be maintained. On the expiry of the term, the employee will be permanently laid-off, or remain on the re-employment list for the remainder of the twelve (12) month period if applicable.
- 22:25 For purposes of this Article, a "**non-seasonal**" departmental employee is an employee who has been employed by the department concerned for four (4) or more years of continuous service, on a full-time, year-round basis with no break in service involving involuntary lay-off of the employee.

SEVERANCE PAY

- 23:01 Employees with nine (9) or more years of continuous employment whose services are terminated as a result of retirement in accordance with the provisions of The Civil Service Superannuation Act, or death, shall be paid, or to the employee's estate in the event of death, severance pay in the amount of one (1) weeks pay for each complete year of continuous employment or portion thereof, but the total amount of **severance** pay shall not exceed fifteen (15) weeks' pay. Example: 10 years, 8 complete months of continuous service equals 10 8/12 years of continuous service for purposes of calculation.
- 23:02 Where an employee in the employee's ninth (9th) year of continuous service fails to complete nine (9) years' continuous service as a result of retirement in accordance with the provisions of The Civil Service Superannuation Act or death, the employee shall be paid, or to the employee's estate in the event of death, severance pay on the basis of nine (9) weeks' pay multiplied by the factor of the number of complete months service completed in the employee's ninth (9th) year divided by twelve (12) months.
- 23:03 Employees with three (3) or more years of continuous employment 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-two (22) weeks' pay.
- 23:04 Where an employee in the employee's third (3rd) year of continuous service fails to complete three (3) years' continuous service as a result of permanent lay-off, the employee shall be paid severance pay on the basis of three (3) weeks' pay multiplied by the factor of the number of complete months service completed in the employee's third (3rd) year divided by twelve (12) months.
- 23:05 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 employee at the time of retirement, permanent lay-off, or death. Subject to Section :07, the rate of pay for hourly rated employees shall be determined on the basis of the applicable work week, either thirty-six and one-quarter (36¼) or forty (40) hours per week.
- 23:06 In the case of employees eligible for severance pay who are on stand-by or temporary lay-off at the time of retirement, permanent lay-off or death, the weekly hours shall be, subject to Section :07, the normal weekly hours of work in effect for the classification of the employees at the time of the retirement, permanent lay-off or death.

23:07 In the case of hourly paid employees whose total weekly hours of work vary between summer and winter, the severance pay to be paid shall be based on an average of the normal hours of work over the fiscal year.

HOLIDAYS

24:01 The following holidays shall be observed in the civil service:

New Year's Day	Labour Day
Good Friday	Thanksgiving Day
Easter Monday	Remembrance Day
Victoria Day	Christmas Day
Canada Day	Boxing Day
Civic Holiday	Any other holiday proclaimed by Federal or Provincial Statute

For calculation purposes holidays shall be observed as indicated below:

- (a) For all shift employees, where any of the holidays fall on a Saturday or a Sunday they shall be observed on that day. For purposes of this Article, a shift employee is one whose regular work week is not Monday to Friday inclusive.
 - (b) For all non-shift employees, where any of the 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.
- 24:02 (a) All government offices shall be closed at one o'clock in the afternoon (1:00 p.m.) on December 24th when that day falls on Monday through Friday. This day shall be considered a full working day for purposes of calculation.
- (b) Where the employing authority requires an employee to work a regular work day on December 24th when that day falls on Monday through Friday inclusive, such employee shall be entitled to one-half (1/2) day of compensatory leave with pay to a maximum of four (4) hours.
- 24:03 An employee is entitled to the employee's regular pay for a holiday on which the employee does not work provided the employee:
- (a) did not fail to report for work after having been scheduled to work on the day of the holiday;
 - (b) has not absented himself or herself from work without the consent of the employing authority on the regular working day immediately preceding or following the holiday unless the absence is by reason of established illness.
- 24:04 Notwithstanding Subsection :03(b) an employee who is on an approved leave of absence without pay at the time of the holiday shall be entitled to receive the employee's regular pay for the holiday provided that the employee received pay for part or all of each day of at least fifteen (15) days during the thirty (30) calendar days immediately preceding the holiday.
- 24:05 If an employee who is not entitled to pay for a holiday that falls on a regular working day for reasons as outlined in Section :03 does work on the holiday, the employee shall be paid wages equivalent to one and one-half times (1½x) the employee's regular rate for the time worked on that day.
- 24:06 Subject to Section :08, and subject to the call-out provisions as provided in the Components, an employee who is required to work on the holiday when it is observed on the employee's day of rest shall receive, in addition to the regular holiday pay to which the employee may be entitled:
- (a) if the employee is eligible for premium overtime, overtime compensation based on double time (2x) the employee's regular rate of pay for all overtime worked on the holiday. Such overtime compensation is in lieu of the overtime compensation to which the employee would otherwise be eligible in the appropriate Component;

- (b) if the employee is not eligible for premium overtime, compensation based on time and one half (1 ½x) the employee's regular rate of pay for all overtime worked on the holiday. Such compensation is in lieu of the compensation to which an employee would otherwise be eligible in the appropriate Component.
- 24:07 Subject to Section :03, where the wages of an employee vary from day to day, the pay for a holiday on which the employee has not worked shall be equivalent to the employee's average daily earnings exclusive of overtime for the days on which the employee worked during the twenty (20) working days immediately preceding the holiday.
- 24:08 (a) A shift employee who is entitled to pay for a holiday and who works on a holiday when it is the employee's regularly scheduled working day shall, in addition to the regular pay, be compensated at the rate of time and one-half (1½x) for all regular hours worked on the holiday, or be granted compensatory leave for such hours worked at the rate of one and one-half (1½) hours for each additional hour worked. Shift employees shall be entitled to add to their regular annual vacation a maximum of five (5) days accumulated compensatory leave, and any additional compensatory leave shall be granted at the discretion of the employing authority. Any overtime hours worked on the holiday shall be compensated on the same basis as set out in Subsection :06(a) or :06(b).
- (b) Subject to Subsection :08(c), the accumulated compensatory leave referred to in Subsection :08(a) above, shall be taken in the vacation year in which it is earned.
 - (c) The employing authority may allow accumulated compensatory leave in lieu of statutory holidays to be carried forward to the next vacation year.
 - (d) In the event that an employee is terminated, the accumulated compensatory leave in lieu of statutory holidays shall be paid out at the final rate in effect for the employee during the year in which the statutory holidays were worked.
- 24:09 An employee who leaves the service, shall receive pay in lieu of the compensatory leave that has not been granted.
- 24:10 Where a holiday falls within the vacation period of an employee, one (1) additional working day shall be added to the employee's vacation entitlement in lieu of the statutory holiday.

VACATION

- 25:01 For purposes of this Agreement, a vacation year is the period beginning on April 1 and ending on March 31 of the next year.
- 25:02 Employees shall earn vacation leave credits on the following basis:
- (a) Employees who have completed less than two (2) years service, one and one-quarter (1 ¼) working days per complete month of service in each vacation year to be taken in the vacation year following the year in which the vacation is earned;
 - (b) Commencing from the beginning of the vacation year in which two (2) years of service will be completed, one and two-thirds (1 ⅔) working days per complete month of service in each vacation year to be taken in the year in which three (3) years of service are completed and yearly thereafter;

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

25:03 Such vacation will be pro-rated for seasonal departmental employees on the basis of the applicable rate as set out in Section :02 for each period of regular hours worked, exclusive of overtime, equivalent to one hundred and sixty-eight (168) hours or twenty-one (21) working days. No credits will be given for any pay periods for which the employee was granted vacation pay.

25:04 The rate of pay for vacation time for daily and hourly paid departmental employees shall be, in general, the current rate for that type of work which the employee would have been doing had the employee not been on vacation, as determined by the supervisor. Where the type of work and/or rate of pay could be expected to vary during the period of vacation, the rate or rates of pay for vacation may also vary, with their distribution during the period being according to the judgement of the supervisor, having in mind the employee's immediately preceding similar period of employment and/or the rate distribution of the substitute employee during the employee's vacation, etc.

25:05 An employee appointed on the first working day of the month shall accumulate vacation credits from that date. An employee appointed on any working day other than the first working day of the month shall accumulate vacation credits from the first of the month following the date of employment.

25:06 When computing vacation leave:

- (a) any fraction of a day equal to or greater than one-half ($1/2$) shall be computed as one-half ($1/2$) day; and
- (b) any fraction of a day less than one-half ($1/2$) shall be computed as nothing.

- 25:07
- (a) With the exception of the conditions referred to in Subsection :07(b), vacation leave may not be taken in advance of when it is earned.
 - (b) With the approval of the employing authority, vacation leave up to a maximum of five (5) working days may be granted in advance to an employee in the employee's first twelve (12) months of service.
 - (c) Where operational requirements permit, vacation leave may be taken subject to the approval of the employing authority.
 - (d) The employing authority may authorize vacation to commence on any day.
 - (e) Subject to Subsections :07(b) and :07(f), vacation leave shall be taken in the vacation year following the vacation year in which it is earned.
 - (f) The employing authority may authorize that vacation leave be carried forward to the next following year to supplement the vacation period in that year, but in no case will a vacation carry-over be allowed which comprises more than one (1) previous year's vacation entitlement.

- (g) The employing authority may authorize an employee to take vacation leave in two (2) or more
- (h) An employing authority, if it finds it necessary, may require an employee to take vacation leave in two (2) or more periods. Normally any such periods shall not be less than one (1) week in length.

- 25:08 Where an employing authority has been unable to schedule part or all of an employee's vacation within the vacation year and as a result finds it necessary to restrict the whole or part of the vacation leave of an employee, the employing authority may authorize payment in lieu of vacation. Such pay shall not be subject to deduction of pension fund contributions or life insurance contributions. An employee whose vacation leave has been restricted may, in lieu of receiving such pay, elect to carry over such vacation leave to the following year.
- 25:09 Subject to the requirements of personnel in a branch of a department, vacation leave shall be rotated regardless of seniority of employment.
- 25:10 Where for any reason other than death, an employee leaves the service after having been granted more vacation leave than the employee has earned in accordance with this Agreement, the employee shall repay to the government all salary paid for such excess period of leave.
- 25:11 Where an employee dies, the employee's estate shall receive the employee's accumulated vacation credits.
- 25:12 Where an employee is moved from one (1) department to another, the employee's accumulated vacation leave is a charge against the department to which the employee is moved unless the department to which the employee is moved requires the employee to take the accumulated vacation leave before the date of the move.
- 25:13 Where an employee is absent on leave without pay for a period of one (1) month or a portion thereof greater than one-half (1/2), vacation leave credits shall no longer accumulate.
- 25:14 Medical Technologists who train in provincial laboratories of the Department of Health shall, for the purpose of long service vacation entitlement, be credited with time spent training in such provincial laboratories provided that they become employed with the department within two (2) years from the date they successfully completed such training.
- 25:15 The following vacation benefits will be provided to those designated departmental employees of the Department of Highways & Transportation who have regularly been assigned by the department to work a work week of forty-five (45) fifty/forty (50/40) or fifty-four (54) hours as set out in Subsections 2:03 (a), (b) and (c) of the Trades, Operations and Services Component. When taking vacation, eligible employees will receive pay based on the following:
- (a) a nine (9) hour day in the case of the forty-five (45) hour per week employees; or
 - (b) a nine (9) hour day in the case of the fifty/forty (50/40) hour per week employees; or
 - (c) an eleven (11) hour day in the case of the fifty-four (54) hour per week employees except for a ten (10) hour day on Friday.
- 25:16 The provisions of Section :15 will apply only when vacation time is taken by the employees or in "cash out" or pay in lieu of vacation situations where:
- (a) the employee has been laid off with vacation owing; or
 - (b) the employing authority has been unable to schedule part or all of an employee's vacation within the vacation year as provided in Section :08.

SICK LEAVE

- 26:01 It is agreed by both parties that earned sick leave entitlement shall be granted by the Commission where an employee is unable to be at work and perform the employee's regular duties as a result of illness or injury.
- 26:02 The sick leave to which an employee is entitled shall accumulate:
- (a) during the first four (4) years of service at the rate of one-half (1/2) working day per bi-weekly pay period; and
 - (b) after the first four (4) years of service, at the rate of one (1) working day per bi-weekly pay period.
- 26:03 Sick leave shall be earned by daily and hourly paid departmental employees pro-rated on the basis of total accumulated service and regular hours worked, exclusive of overtime; i.e. 80 hours = 10 days = 1 bi-weekly pay period.
- 26:04 Sick leave with pay up to but not exceeding the net amount of entitlement will be paid to hourly paid employees based on the number of hours they normally would have been scheduled to work on the day they were absent on sick leave.
- 26:05 Subject to Sections :06 and :07, sick leave shall not accumulate beyond two hundred and eight (208) working days.
- 26:06 The Commission, at the request of the employing authority, may grant, in addition to the sick leave accumulated under this Agreement:
- (a) to an employee who has been employed for not less than ten (10) years but less than fifteen (15) years, and who has been granted not more than two hundred and eight (208) working days of sick leave with pay during the employee's years of service, an additional period of sick leave with pay, which additional sick leave will increase the total sick leave for all the employee's years of service to not more than two hundred and twenty eight (228) working days;
 - (b) to an employee who has been employed for not less than fifteen (15) years but less than twenty (20) years, and who has been granted not more than two hundred and twenty eight (228) working days of sick leave during the employee's years of service, an additional period of sick leave with pay which additional sick leave will increase the total sick leave for all the employee's years of service to not more than two hundred and fifty-six (256) working days; and
 - (c) to an employee who has been employed for not less twenty (20) years and who has been granted not more than two hundred and fifty-six (256) working days of sick leave during the employee's years of service, an additional period of sick leave with pay which additional leave will increase the total sick leave for all the employee's years of service to not more than two hundred and ninety-six (296) working days,
- 26:07 With the approval of the Lieutenant Governor in Council, additional sick leave with pay may be granted over and above an employee's accumulated sick leave and additional sick leave granted under Section :06.
- 26:08 An employee who has been absent on sick leave with pay, upon returning to work, shall continue to accumulate sick leave up to a maximum of two hundred and eight (208) working days in accordance with Sections :02 and :03.
- 26:09 An employee appointed on the first working day of a bi-weekly pay period shall be eligible to accumulate sick leave credits from that date. An employee appointed on any date other than the first working day of a bi-weekly pay period shall be eligible to accumulate sick leave credits from the first full bi-weekly pay period following the date of appointment.

- 26:IO A new employee may be granted sick leave in advance of it being earned during the first six (6) months of service, provided that the amount advanced, when combined with credits already accumulated, does not exceed five (5) working days. If an employee who has used more sick leave than has been earned has the employee's services terminated for a reason other than lay-off or death, the salary over-payment resulting from the use of unearned sick leave shall be recovered by the government.
- 26:II Sick leave shall not accumulate during periods when an employee is:
- (a) absent on sick leave and/or absent on Workers Compensation for a period of more than ten (10) consecutive working days; or
 - (b) absent without leave; or
 - (c) absent on leave of absence without pay.
- Subsections :11(b) and :11(c) to apply where the period of absence is greater than one-half (1/2) of the bi-weekly period.
- 26:12 Medical Technologists who train in provincial laboratories of the Department of Health shall, if upon completion of their training they become employed with the department as qualified technologists, be credited with sick leave accumulated in accordance with Section :02 during their training period in the provincial laboratory.
- 26:13 Where an employee is to be absent because of illness, the employee shall endeavour to notify the employee's immediate supervisor of the absence due to illness at least one hour (1) prior to and not more than thirty (30) minutes after the normal hour of beginning work, or as soon thereafter as the means of communication permit.
- 26:14 An employee who has been absent because of sickness for a period of more than three (3) consecutive working days shall furnish, when requested by the Commission and/or the employing authority, at any time during or after this period of sickness, a medical certificate or sworn statutory declaration certifying that the employee is or was unable to be present at work because of the illness. Where an employee fails to produce a medical certificate or statutory declaration acceptable to the Commission and/or the employing authority, the employee shall not be entitled to be paid for the period of absence.
- 26: 15 An employee who has been absent because of sickness for a period of three (3) working days or less may be required to furnish, when requested by the Commission and/or the employing authority, either a medical certificate or a sworn statutory declaration as required under Section :14. Failure to produce a certificate or statutory declaration acceptable to the Commission and/or the employing authority will result in a loss of pay for the period of absence.
- 26:16 Where an employee has been absent for a period of three (3) working days or less because of sickness, the employee shall complete and submit a return on a form as required by the Regulations.
- 26:17 Where an employee becomes ill during the period of the employee's scheduled annual vacation, the employing authority may grant sick leave and credit the employee with alternate days vacation equivalent to the number of days approved sick leave providing the illness is over three (3) days and may require hospitalization. The employee will be responsible to provide proof of illness and/or hospitalization satisfactory to the employing authority. The application of this clause to employees subject to Article 9 - Vacation in the Social Sciences Component, shall be to a maximum of ten (10) working days.

- 26:18 When an employee is unable to work and is in receipt of an income replacement indemnity (IRI) from the Manitoba Public Insurance Corporation (MPIC) as a result of an injury incurred in a vehicle accident, the employee may elect to be paid an additional amount, which when combined with the IRI benefit, shall ensure the maintenance of net salary consistent as if they were in receipt of regular sick leave. Such additional amount shall be chargeable to the employee's sick leave credits accrued at the time the employee commenced receipt of the IRI and such additional payment shall be payable until the employee's accrued sick leave credits have been exhausted.

WORKERS COMPENSATION

- 27:01 When an employee is unable to work and is in receipt of Workers Compensation allowance as a result of an injury incurred in the course of the employee's duties, the employee may elect to be paid an additional amount which, when combined with the compensation allowance, shall ensure the maintenance of net salary. Such additional amount shall be chargeable to the employee's sick leave credits accrued at the time the employee commenced receipt of Workers Compensation allowances, and such additional payments shall be payable until the employee's accrued sick leave credits have been exhausted. Net salary shall be as determined by the Workers Compensation Board.
- 27:02 Notwithstanding Section :01, an employee's pay may only be "topped up" by ten percent (10%) of net salary.
- 27:03 If at any time it is decided by the Workers Compensation Board that the additional amount in Section :01 or :02 must be offset against benefits otherwise payable by the Workers Compensation Board, then such additional amount shall not be payable.
- 27:04 Where an employee is absent due to injuries or disabilities for which compensation is paid under The Workers Compensation Act, vacation leave shall accumulate as if the employee were not absent, but the extent of such accumulation shall not continue beyond twelve (12) consecutive calendar months from the date the injury or disability occurred.
- 27:05 Where an employee is injured on the job and is required to leave for medical treatment and/or is sent home by management due to the injury, the employee shall incur no loss in regular pay and benefits for the day on which the accident occurs.
- 27:06 Transportation to the nearest physician or hospital for employees requiring immediate medical care as a result of an on-the-job accident shall be provided by or at the expense of the department if it is not covered by a medical plan.

COMPASSIONATE LEAVE

- 28:01 An employee shall be entitled to compassionate leave of three (3) working days without loss of salary in the event of the death of a member of the employee's immediate family. Immediate family is defined as father, mother, brother, sister, spouse, child or ward of the employee, or relative permanently residing in the employee's household or with whom the employee permanently resides
- 28:02 An employee shall be entitled to compassionate leave of one (1) working day without loss of salary in the event of the death of the employee's grandparent, son-in-law, daughter-in-law, brother-in-law, sister-in-law, mother-in-law, father-in-law, aunt, uncle, or grandchild.
- 28:03 An employee who is entitled to compassionate leave under Sections :01 and :02 during vacation leave shall receive vacation credits equal to the number of days of compassionate leave granted.

- 28:04 Provided an employee has not received compassionate leave for the death in question, the employee shall be entitled to compassionate leave up to a maximum of one (1) day without loss of salary for attending a funeral as a pallbearer.
- 28:05 An employee shall be entitled to additional compassionate 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.
- 28:06 For other purposes, such as dangerous illness in the immediate family, an employee shall be entitled to leave with pay up to a maximum accumulation of five (5) days in each fiscal year to be granted on the recommendation of the employing authority and charged against the employee's sick leave credits. An employee's sick leave accumulation under Article 26 - Sick Leave will not be reduced to less than twelve (12) days per year as a result of the application of this provision. Any leave which may be granted to an employee in accordance with this section will be deducted from the employee's sick leave credits in the following sequence:
- (a) sick leave credits accumulated in previous years;
 - (b) sick leave credits accumulated in the current year;
 - (c) sick leave credits advanced to an employee pursuant to Section 26:IO.

PATERNITY LEAVE

- 29:01 A male employee shall be granted one (1) day's leave with pay, to attend to needs directly related to the birth of his child. At the employee's option, such leave shall be granted on the day of, or the day following the birth of his child or the day of his wife's admission to or discharge from hospital or such other day as may be mutually agreed.

MATERNITY LEAVE

- 30:01 An employee who qualifies for maternity leave may apply for such leave in accordance with either Plan A or Plan B but not both.

PLAN A

- 30:02** In order to qualify for Plan A, a pregnant employee must:
- (a) have completed nine (9) continuous months of employment for or with the government;
 - (b) submit to the employing authority an application in writing for leave under Plan A at least four (4) weeks before the day specified by her in the application as the day on which she intends to commence such leave; and
 - (c) provide the employing authority with a certificate of a duly qualified medical practitioner certifying that she is pregnant and specifying the estimated date of her delivery.
- 30:03 An employee who qualifies is entitled to and shall be granted maternity leave without pay consisting of:
- (a) a period not exceeding seventeen (17) weeks if delivery occurs on or before the date of delivery specified in the certificate mentioned in Section :02(c); or
 - (b) a period of seventeen (17) weeks plus an additional period equal to the period between the date of delivery specified in the certificate mentioned in Section :02(c) and the actual date of delivery, if delivery occurs after the date mentioned in that certificate.
 - (c) The Commission may vary the length of maternity leave upon proper certification by the attending physician, and recommendation by the employing authority.

- 30:04 An employee who has been granted maternity leave shall be permitted to apply up to a maximum of ten (10) days of her accumulated sick leave against the Employment Insurance waiting period. Should the employee not return to work following her maternity leave for a period of employment sufficient to allow for reaccumulation of the number of sick days granted, the employee shall compensate the employer for the balance of the outstanding days at the time of termination. Approved sick leave with pay granted during the period of return shall be counted as days worked.

PLAN B

- 30:05 In order to qualify for Plan B a pregnant employee must:
- (a) have completed nine (9) continuous months of employment for or with the government;
 - (b) submit to the employing authority an application in writing, for leave under Plan B at least four (4) weeks before the day specified by her in the application as the day on which she intends to commence such leave;
 - (c) provide the employing authority with a certificate of a duly qualified medical practitioner certifying that she is pregnant and specifying the estimated date of her delivery;
 - (d) provide the employing authority with proof that she has applied for Employment Insurance benefits and that Human Resources Development Canada (HRDC) has agreed that the employee has qualified for and is entitled to such Employment Insurance benefits pursuant to Section 22, Employment Insurance Act.
- 30:06 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 32 - Parental Leave, 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 32 - Parental Leave, 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 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.
- 30:07 At the employee's request and with the recommendation of the employing authority, the Commission may authorize an employee who has received maternity leave under Plan B to return to work on a part-time basis for a period of twelve (12) months.
- 30:08 An employee who qualifies is entitled to a maternity leave consisting of:
- (a) a period not exceeding seventeen (17) weeks if delivery occurs on or before the date of delivery specified in the certificate mentioned in Subsection :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 Subsection :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.
- 30:09 During the period of maternity leave, an employee who qualifies is entitled to a maternity leave allowance in accordance with the Supplementary Unemployment Benefit (SUB) plan as follows:
- (a) for the first two (2) weeks an employee shall receive ninety-three percent (93%) of her weekly rate of pay;
 - (b) for up to a maximum of fifteen (15) additional weeks, payments equivalent to the difference between the Employment Insurance benefits the employee is eligible to receive and ninety-three percent (93%) of her weekly rate of pay;
 - (c) all other time as may be provided under Section :08 shall be on a leave without pay basis.

- 30:10 Plan B does not apply to term employees or employees who normally are subject to seasonal lay-off.
- 30:11 During the period of maternity leave, benefits will not accrue. However, the period of maternity leave will count as service towards eligibility for long service vacation and long service sick leave entitlement.
- 30:12 Where an employee's anniversary date falls during the period of maternity leave under Plan A or B, the employee shall be eligible to receive a merit increase effective the date upon which she returns to her position of employment.
- 30:13 Sections 36(3) through 36(8) inclusive of The Employment Standards Act respecting maternity leave shall apply "mutatis mutandis".

ADOPTIVE PARENT LEAVE

- 31:01 An employee shall be granted one (1) day's leave with pay to attend to needs directly related to the adoption of the child. At the employee's option such leave shall be granted on the day of or the day following the adoption or such other day as may be mutually agreed.

PARENTAL LEAVE

- 32:01 In order to qualify for parental leave, an employee must:
- (a) be the natural mother of a child; or
 - (b) be the natural father of a child or he must assume actual care and custody of his newborn child;
- or**
- (c) adopt a child under the law of a province.
- 32:02 An employee who qualifies under Section :01 must:
- (a) have completed nine (9) continuous months of employment and
 - (b) submit to the employing authority an application in writing for parental leave at least four (4) weeks before the day specified in the application as the day on which the employee intends to commence the leave.
- 32:03 An employee who qualifies in accordance with Sections :01 and :02 is entitled to parental leave without pay for a continuous period of up to seventeen (17) weeks.
- 32:04 Subject to Section :05, parental leave must commence no later than the first anniversary date of the birth or adoption of the child or the date on which the child comes into the actual care and custody of the employee.
- 32:05 Where an employee takes parental leave in addition to maternity leave, the employee must commence the parental leave immediately on expiry of the maternity leave without a return to work unless otherwise approved by the employing authority.

BRIDGING OF SERVICE

- 33:01 A regular employee who resigns as a result of the employee'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 Agreement and based on service seniority. The following conditions shall apply:
- (a) the employee must have accumulated at least four (4) years of continuous 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 employee 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 employee 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.

LOSS OF OR DAMAGE TO PERSONAL EFFECTS

- 34:01 Where an employee who is employed in a provincial institution, because of the action of an inmate of that provincial institution, suffers damage to, or loss of, eye-glasses, false teeth, a watch or other personal effects usually carried with or worn by the employee in the performance of the employee's duties including clothing but not including underwear, the employee shall be reimbursed at full replacement cost provided that the item that is lost or damaged beyond repair has been purchased within three (3) months of the incident, and proof of purchase is submitted. In other cases reimbursement shall be at seventy-five percent (75%) of the replacement cost.
- 34:02 Where a workshop operated by the Province is available to make repairs to personal effects damaged as mentioned in Section :OI, the repairs shall be made in the workshop at no cost to the employee. Costs of other repair shall be reimbursed to the employee.
- 34:03 All incidents of loss of, or damage to personal effects as mentioned in Section :OI , shall be reported in writing by the employee whose personal effects are lost or damaged to the Superintendent of the provincial institution within twenty-four (24) hours of the incident.
- 34:04 Each incident respecting loss of, or damage to, personal effects as mentioned in Section :OI shall be assessed separately, and the superintendent of the provincial institution shall recommend the amount of compensation that should, in the Superintendents opinion, be paid in respect of each incident.
- 34:05 Employees are responsible for any personal effects which are brought to their place of work and are not specifically required in the course of their employment; and no claim for compensation will be considered for loss or theft of or damage to personal effects or clothing other than damage to clothing that occurs as a result of an accident, normal wear and tear excepted.
- 34:06 Employees suffering loss of, theft of, or damage to tools, equipment, personal effects or clothing incurred when they are away from their normal place of work while on a business or field trip may claim compensation only for such items as are necessary in day-to-day living in the course of their employment away from their normal place of work.
- 34:07 Employees whose occupation requires them to provide and use their own tools, equipment or personal effects in the course of their employment, should safeguard such tools, equipment or personal effects against loss, theft or damage; and no claim for compensation for loss, theft or damage to such tools, equipment or personal effects may be made under this subsection except where such tools, equipment or personal effects are handed over or delivered to a supervisor or responsible officer where this is practical and the receipt thereof is acknowledged by the officer.
- 34:08 Where employees are required to provide, commandeer or "rent without fee" from any person or firm, tools, equipment or personal effects which are to be used in the course of their employment and which are not readily available from government sources, claims for compensation may be made for the loss or theft or damage to such tools, equipment or personal effects.
- 34:09 No claims for compensation will be considered where an employee has or will receive adequate compensation from insurance or otherwise for the loss or theft of or damage to the employee's tools, equipment or personal effects, or for luxury items.

- 34:IO Every claim for compensation made pursuant to Sections :05, :06, :07 and :08 will be considered by the employing authority, who will submit recommendations to the Commission for approval, and the claim shall indicate:
- (a) the name of the claimant, position classification, normal place of work and type of work the position entails;
 - (b) identification as to category - loss, theft, damage - and full particulars as to when, and how the loss, theft or damage took place, with any other relevant particulars;
 - (c) justification for the claim in accordance with Sections :05, :06, :07 or :08;
 - (d) a certification by the claimant that all items lost, stolen or damaged are not covered by any form of insurance.
- 34:II Payment of claims approved by the Commission shall be paid at full replacement cost provided that the item that is lost or damaged beyond repair has been purchased within three (3) months of the incident, and proof of purchase is submitted. In other cases reimbursement shall be limited to the cost of repair, or, on the basis of seventy-five percent (75%) of the replacement cost, including provincial sales tax where necessary.

REMOTENESS ALLOWANCE

- 35:01 The government shall provide remoteness allowances as shown in Appendix "B" which is attached hereto and which forms part of this Agreement.

DENTAL PLAN

- 36:0I The parties agree to the continuation of the dental services plan. Effective January 1, 1998, and limited to dental work performed on and after that date, the basis for payment for covered services shall be changed to the 1998 Manitoba Dental Association Fee Guide. Effective January 1, 1999 the 1999 Manitoba Dental Association Fee Guide will be implemented.

HEALTH AND SAFETY

- 37:0I The government and the Union recognize that safety, accident prevention and the preservation of health are of primary importance in all civil service operations and that these activities require the combined efforts of the government, employees, and the Union.
- 37:02 The government will continue to provide its employees with safe working conditions, equipment and materials, and will continue to ensure that all reasonable precautions are taken.
- 37:03 The Union will continue to make every effort to obtain the cooperation of each employee within the bargaining unit in the observation of all reasonable safety rules, practices and procedures.
- 37:04 Every employee shall take all reasonable precautions and follow all reasonable safety rules, practices and procedures in order to protect the employee's safety and health and the safety and health of any other persons who may be affected by the employee's acts or omissions at work.
- 37:05 The parties recognize the importance of establishing Workplace Health and Safety Committees to enhance the ability of employees and managers to resolve health and safety concerns. It is recognized that the initiative in requesting the establishment of a Workplace Health and Safety Committee may come from management of the department and/or the employees in the workplace and/or the Union.

- 37:06 The parties agree to the establishment of Workplace Health and Safety Committees in workplaces where it is deemed necessary having regard for:
- (a) the number of employees in the workplace;
 - (b) the type of work performed in the workplace and the degree of hazard involved;
 - (c) the complexity of the workplace operations, and the size, location and nature of the workplace.
- 37:07 Where it is not deemed appropriate to establish a Workplace Health and Safety Committee in a workplace the parties may agree to the designation of a Workplace Health and Safety representative who may, in conjunction with a management representative, perform the duties of a committee.
- 37:08 Where it is deemed appropriate to establish a Workplace Health and Safety Committee in a workplace, the following shall apply:
- (a) The size of the committee shall be determined taking into account the factors listed in Section :06. The number of employee representatives should not be less than two (2) or more than six (6). The number of management representatives may be less than or equal to the number of employee representatives on a committee.
 - (b) Each party shall elect or appoint its representatives to a committee freely and without interference.
 - (c) Committee members shall have a term of office of one (1) year and members are eligible for re-election or re-appointment.
 - (d) Committees shall have two (2) co-chairpersons, one (1) chosen by and from the management representatives and one (1) chosen by and from the employee representatives. The co-chairpersons shall alternate the function of chairing the meetings of the committee and may participate fully in the deliberations and discussions of the committee.
 - (e) Committees shall meet regularly at intervals to be determined by the committee but normally not less than once in each calendar quarter.
 - (f) Except for the calling of special meetings, there shall be at least seventy-two (72) hours prior notice of the calling of committee meetings,
 - (g) Efforts should be made to schedule committee meetings, functions or duties during the employees' work time but if this is not possible meetings may be held during an employee's off duty hours. Employee representatives who are members of a Workplace Health and Safety Committee and who are scheduled to meet during off duty hours shall be compensated at straight time rates or at the employee's option be granted time off in lieu for time spent in such meetings, functions or duties.
 - (h) The quorum for meetings shall consist of one-half (1/2) of the management members and one-half (1/2) of the employee members.
 - (i) Each department shall provide a prominent place where information relating to health and safety subjects may be posted. Information posted shall include:
 - i) the names of all committee members and their terms of office;
 - ii) the scheduled meeting dates of the committee;
 - iii) the agenda for each meeting;
 - iv) the minutes of the previous meeting;
 - v) informational and educational materials which have specific relevance to the safety and health of employees in that workplace.

- (j) Minutes of all committee meetings are required. Minutes shall consist of matters relating to the receipt and disposition of safety and health concerns. The minutes shall be signed by both chairpersons. Where there is disagreement as to the accuracy or content, either party may so note the disagreement and place their comments on the minutes prior to signing. When the minutes are signed by both co-chairpersons, the management co-chairperson shall retain the original for the records of the committee, forward a copy to the Workplace Safety and Health Branch, post a copy as provided in Subsection (l) above and forward a copy to members of the committee.
- (k) Any material addressed to the committee shall be distributed as soon as practicable by the person receiving same to the other committee members.

37:09 The objectives of Workplace Health and Safety Committees include:

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

37:10 The parties agree to the establishment of a Central Workplace Health and Safety Committee to be composed of two (2) members appointed by each party. The government agrees that one (1) of the members appointed by the Union shall be on a time off with pay basis. The sole purpose of the Committee shall be to:

- (a) assist in the establishment of Workplace Health and Safety Committees where employees in more than one (1) department are involved and/or where a complex workplace exists;
- (b) assist in resolving disputes as to the establishment of a committee or the number of representatives to be placed on a committee.

37:11 Where a supervisor knows that any condition exists at a workplace that is unusually dangerous to the safety or health of an employee, the supervisor shall not require or permit an employee to engage in, carry on or continue to work in that workplace under that condition.

- 37:12
- (a) Where an employee has reason to believe, and does believe, that a condition exists that is dangerous to the employee's safety or health in the performance of the employee's work, the employee shall report that condition to the employee's supervisor.
 - (b) The supervisor upon being notified under (a) above shall inspect the condition with the employee and discuss the employee's reasons for believing the condition to be dangerous. Where there is a health and safety committee at the workplace, the co-chairpersons may be asked to participate.
 - (c) If the employee is unsatisfied with the supervisor's decision or if the supervisor refuses to inspect the condition, the employee shall contact, in writing or by telephone, the Workplace Safety and Health Branch without delay.
 - (d) If the employee refuses to work because of the employee's belief that the condition is dangerous, the employee must be available to perform other work assigned.

37:13 Where an employee has refused to perform work in accordance with Section :12, no other employee shall be assigned the particular work unless such employee is notified of the refusal and the reasons for the refusal, if known.

37:14 Nothing in this Article prevents the doing of any work or thing that may be necessary in order to remedy the dangerous condition described in Sections :11 and :12.

- 37:15 Disciplinary action shall not be taken against an employee solely for the reason that the employee:
- (a) made a report under Section :12; and
 - (b) refused to work or continue to work under the conditions described under Section :12 provided a safety and health officer has reported in writing that the employee had reasonable and probable grounds for believing that those conditions were dangerous to the employee's safety or health.
- 37:16 Where an employee wilfully takes unfair advantage of the provisions described in Section :12, the employee may be subject to disciplinary action up to and including suspension or dismissal.

UNIFORMS AND PROTECTIVE CLOTHING

- 38:01 Where the employer determines that uniforms and protective clothing are required in the performance of the employee's duties, such uniforms and protective clothing shall be provided to the employee.
- 38:02 Where uniforms and protective clothing are supplied, the employer agrees to furnish, replace or repair such clothing when damaged in the performance of the employee's duties.
- 38:03 Where an employee is required, as a condition of employment, to provide and wear approved safety footwear during the course of the employee's regular duties the employee will be eligible for an allowance of fifty-five (\$55.00) dollars once per fiscal year to help offset the cost to the employee of purchasing approved safety footwear. Effective April 1, 1998 the allowance will increase to sixty-five (\$65.00) dollars.
- The allowance will be paid under the following conditions:
- (a) the safety footwear purchased must be approved by the Canadian Standards Association (CSA); and
 - (b) satisfactory proof of purchase must be provided by the employee; and
 - (c) the employee must have purchased safety footwear specifically for employment with the government; and
 - (d) to be eligible to receive the allowance an employee must work five (5) consecutive work days.
- 38:04 The policy on uniforms and protective clothing as specified in the General Manual of Administration shall be applicable to this Agreement. Where the provisions of the General Manual of Administration conflict with this Article, this Article shall prevail.
- 38:05 Notwithstanding any other provision of this Agreement, where an employee disputes the provision of protective clothing and footwear in accordance with this Article the employee may file a grievance in accordance with the grievance procedure. The decision at Step 3 shall be final for such grievances.

VIDEO DISPLAY TERMINALS

- 39:01 A pregnant VDT Operator may request a job reassignment for the period of pregnancy by forwarding a written request to the employing authority along with a certificate from a duly qualified medical practitioner certifying she is pregnant. Upon receipt of the request, the employing authority, where possible, will assign the VDT Operator to an alternate position and/or classification or to alternate duties within five (5) working days of the request. Where the employing authority is unable to accomplish this, the employing authority will notify the Labour Relations Division of the Civil Service Commission and the parties will meet without delay in an effort to resolve the matter.

39:02 Where an Operator is of the opinion that the work results in undue eye fatigue, the employee may request a review of the job duties. The department will endeavour to design the job of the Operator in a manner that will, wherever practicable, permit an Operator to be assigned at least ten (10) minutes of alternate duties during any two (2) hour period of continuous operation.

UNION BUSINESS

40:01 Leave of absence to attend to Union business may be granted to employees under the following conditions:

- (a) Requests for leave shall be made in writing by the Union by providing the employee with a letter of request. The employee shall submit the letter to the employee's immediate supervisor who shall forward the request to the employing authority for approval. The Union will also provide a copy of the written request to the Director of Personnel of the department concerned.
- (b) Requests for leave shall be made with reasonable advance notice but not less than three (3) working days and shall be granted only where operational requirements permit. Where special or unusual circumstances prevent compliance with the three (3) working days notice, the request shall be considered and shall not be unreasonably denied.
- (c) Where such leave of absence has been granted the Union shall reimburse the government one hundred percent (100%) of the wages paid to such employees during the approved absence.

40:02 For time spent with government representatives during negotiations of the Master Agreement, the Union will be allowed to have no more than nine (9) employees present at each bargaining session on a time-off with pay basis.

40:03 Prior to the commencement of negotiations, the Union shall supply the government with a list of employee representatives for the Master Agreement. Dependent upon operational requirements, requested leave for such employees shall not be unreasonably denied.

40:04 Subject to the mutual agreement of the parties, the total number of employees referred to in Section :02 above may be changed provided any additional employees are on leave without pay or on wage recovery as per Subsection :01(c).

40:05 Union staff members shall not visit employees at their place of work unless prior approval has been obtained from the employee's supervisor.

40:06 The government agrees to allow the Union use of space on existing bulletin boards for the purpose of posting official Union information relating to business affairs, meetings, and social events 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.

RIGHTS OF STEWARDS

41 :01 "**Steward**" means an employee elected or appointed by the Union who is authorized to represent the Union, an employee or both.

41:02 The government recognizes the Union's right to select stewards to represent employees.

41:03 The Union shall determine the number of stewards and the jurisdiction of each steward having regard to the plan of organization, the distribution of employees at the workplace, and the administrative structure implied by the grievance procedure.

- 41:04 The Union agrees to provide the government with a list of stewards and any subsequent changes for each work location by department, area, and Component. The Union shall provide appropriate identification for stewards.
- 41:05 Stewards and employees shall not conduct Union business during their working time.
- 41:06 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.
- 41:07 For complaints of an urgent nature, a steward shall first obtain the permission of the steward's immediate supervisor before leaving work to investigate such complaint with the employee and supervisor or departmental official concerned. Such permission shall not be unreasonably sought or withheld. On resuming the steward's normal duties, the steward shall notify the steward's supervisor.
- 41:08 When it is necessary for a steward to investigate a complaint or grievance during working hours, no deduction in salary shall be made from the steward or employee concerned, provided that each has obtained approval from their supervisor(s) for the time required to deal with the complaint or grievance. On resuming their duties, the steward and employee shall notify their supervisor(s).

UNION SECURITY

- 42:01 During the term of this Agreement, employees covered by this Agreement, whether members of the Union or not, shall pay to the Union, by payroll deduction, an amount equal to the bi-weekly membership dues determined by the Union. For new employees, the payroll deduction of the amount as set out above shall become effective on the first day of the bi-weekly pay period, following the date the employee is covered under the terms of this Agreement.
- 42:02 The government shall forward to the Union the amount of the dues deducted under Section :01 above on a bi-weekly basis per each applicable bi-weekly pay period system.
- 42:03 The government shall provide the Union on a bi-weekly basis per each applicable bi-weekly pay period system, the names of the employee from whose wages dues have been deducted showing opposite each employee's name, the amount of dues deducted for that employee.
- 42:04 The Union agrees to indemnify and save the government harmless against any claim or liability arising out of the application of this Article except for any claim or liability arising out of an error committed by the government.
- 42:05 Notwithstanding any other provision in this Agreement, the government shall not later than ninety (90) days preceding the expiry date of this Agreement, furnish in written form to the Union the following, shown by Component and by classification groupings:
- (a) the name of each employee;
 - (b) the classification of each employee;
 - (c) the current rate of pay of each employee.

JOINT COUNCIL

- 43:01 The Joint Council shall consult on any suggestions or requests made by the Executive Council or the Union with respect to working conditions applicable to employees generally or to any particular class of employees.

GRIEVANCE PROCEDURE

- 44:01 The parties to this Agreement recognize the desirability for prompt resolution of grievances through an orderly process without stoppage of work or refusal to perform work.
- 44:02 A grievance is defined as a complaint in writing concerning:
- (a) the application, interpretation, or alleged violation of an Article of this Agreement or The Civil Service Act or a signed Memorandum of Understanding or a signed Memorandum of Agreement between the parties;
 - (b) the dismissal, suspension, demotion, or written reprimand of an employee.
- The above categories of grievances can be processed up to and including Step 4 of the grievance procedure.
- 44:03 Notwithstanding Section :02, an employee may complain or grieve on any unsatisfactory working condition up to and including Step 3 of the grievance procedure. The decision at Step 3 shall be final for such grievances.
- 44:04
- (a) Where a grievance has been initiated and the nature of the grievance is such that it has or potentially could have widespread application affecting a number of employees in more than one (1) department; and where as a result the Union deems it impractical that each affected employee grieve separately, the Union shall have the right to present a group grievance on those matters as defined in Subsection :02(a). A group grievance shall be presented directly to the Assistant Deputy Minister of Labour Relations within twenty (20) working days following the date upon which the employee(s) were notified orally or in writing, or on which the employee(s) first became aware of the action giving rise to the grievance.
 - (b) Where either party to this Agreement disputes the general application, interpretation or alleged violation of an Article of this Agreement or of The Civil Service Act or a signed Memorandum of Understanding or a signed Memorandum of Agreement between the parties, either party may initiate a policy grievance. Where such a grievance is initiated by the Union and involves employees in more than one (1) department it shall be presented to the Assistant Deputy Minister of Labour Relations, and where it involves employees in one (1) department it shall be presented to the Deputy Minister of the department. Where such a grievance is initiated by the government it shall be presented to the President of the Manitoba Government Employees' Union. In all cases the grievance shall be presented within twenty (20) working days from the date of the action giving rise to the grievance.
 - (c) Where the parties fail to resolve a grievance under Subsection :04(a) or :04(b), either party may refer the grievance to Step 4 of the grievance procedure. It is agreed and understood that grievances which have been submitted and dealt with as individual grievances may not subsequently be submitted as a policy grievance.
 - (d) Notwithstanding Section :06, a grievance filed under Subsection :04(b) shall not require the signature of an employee.
- 44:05 If an employee or the Union fails to initiate or process a grievance within the prescribed time limits, the grievance will be deemed to be abandoned and all rights 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 employee or the Union may process the grievance to the next step. Either party may request an extension of the time limits providing such extension is requested prior to the expiry of the time allowed. An extension, if requested, shall not be unreasonably withheld.

- 44:06 Wherever possible, the grievance shall be presented on the Official Grievance Form. A written description of the nature of the grievance and the redress requested shall be sufficiently clear and if the grievance relates to an Article of the Agreement, such Article shall be so stated in the grievance. The grievance shall be signed by the employee and may be clarified at any step providing its substance is not changed. Except for failure to meet the time limits, a grievance shall not be deemed to be invalid if it is not written on the Official Grievance Form or for failure to quote the Article in dispute.
- 44:07 It is mutually agreed that an effort shall be made to resolve complaints through discussion before a written grievance is initiated. The aggrieved employee shall have the right to have a representative present at such a discussion, When a grievance cannot be presented in person at any step, it may be transmitted by registered mail.
- 44:08 An employee has the right to representation by an Union representative at any step of the grievance procedure.

Step 1:

- (a) Within twenty (20) working days after the date upon which the employee was notified orally or in writing, or on which the employee first became aware of the action or circumstances giving rise to the grievance, the employee shall present the grievance with the redress requested to the employee's supervisor.
- (b) The supervisor shall sign for receipt of the grievance and if the nature of the grievance is such that the supervisor is authorized to deal with it, the supervisor shall issue a decision in writing to the employee and to the Union within fifteen (15) working days.
- (c) The departmental official may discuss the grievance with the employee and the employee's 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 supervisor shall forward the grievance to the appropriate authority at the appropriate step of the grievance procedure and so inform the employee and the Union. The time limits and the procedures of the appropriate step shall then apply.
- (e) Where the immediate supervisor at Step 1 is a steward or officer of the Union, the grievance shall automatically be referred by the immediate supervisor to Step 2.

Step 2:

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

Step 3:

- (a) If the grievance is not resolved satisfactorily at Step 2, the employee shall submit the same grievance and the redress requested to the deputy minister or designate within fifteen (15) working days of the receipt of the decision at Step 2.
- (b) The deputy minister or designate shall sign for receipt of the grievance and issue a decision in writing to the employee and to the Union within fifteen (15) working days of receipt of the grievance.

- (c) For those grievances defined in accordance with Section :02, the deputy minister or designate may hold a hearing to discuss the grievance with the employee and the employee's representative before giving a decision on the grievance. For those grievances concerning unsatisfactory working conditions as defined in Section :03, the deputy minister or designate shall hold a hearing to discuss the grievance with the employee and the employee's representative before giving a decision on the grievance.

Step :

A decision of the deputy minister or designate may be appealed to the Civil Service Commission in accordance with Article 46 - Appeals to the Commission or submitted to arbitration in accordance with Article 45 - Grievance Arbitration Procedure, depending upon the nature of the grievance and providing the category of the grievance is such as is defined in Section :02. The decision of the Commission or the arbitration board shall be final and binding for all such grievances. Union approval is required to submit any grievance to arbitration or any appeal to the Commission.

- 44:09 Grievances concerning demotion, suspension or dismissal shall be initiated at Step 3 of the grievance procedure within twenty (20) working days of the date that the employee became aware of the action.
- 44:10 Subject to Section :07 of Article 13 - Probation, the rejection of an employee on probation is not appealable or arbitrable.
- 44:11 Subject to Section :08 Step 4, an employee or the Union may withdraw a grievance at any step of the grievance/arbitration procedure by giving written notice to the department concerned. An employee may abandon a grievance by not processing it within the prescribed time limits.
- 44:12 Classification and selection disputes shall not be channelled through Steps 1, 2 and 3 of the grievance procedure.

GRIEVANCE ARBITRATION PROCEDURE

- 45:01 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 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 employee;
 - (d) Disputes as to whether a specific grievance is to be appealed to the Civil Service Commission or referred to arbitration.
- 45:02 It is agreed and understood that any grievance submitted to Arbitration shall not subsequently be appealed to the Civil Service Commission and conversely an appeal to the Commission shall not subsequently be referred to Arbitration including referral for a decision as to whether or not the matter is appealable or arbitrable.

45:03 The procedure for arbitrating grievances shall be the procedure as set forth below:

- (a) Where a difference arises between the parties hereto relating to a subject matter as outlined in Section :01, either of the parties may, within twenty (20) working days from the receipt of the decision at Step 3, notify the other party in writing of its desire to submit the difference or allegation to arbitration. Such notification, when initiated by the Union, shall be made directly to the Labour Relations Division, and shall set forth the issue in dispute for referral to the Arbitration Board.
- (b) Where the party initiating the arbitration proceedings wishes to request arbitration by a single arbitrator, the notice referred to in Subsection :03(a) shall so state.
 - i) Where the party who receives the notice accepts the request for a single arbitrator the parties will attempt to reach agreement on the selection of a single arbitrator within ten (10) working days.
 - ii) Where the party who receives the notice rejects the request for a single arbitrator or where the parties have failed to reach agreement on the selection of a single arbitrator within ten (10) working days, the party initiating the arbitration proceedings may submit the name of its appointee to the board in accordance with Subsection :03(c) within ten (10) working days.
 - iii) Where the parties have agreed to a single arbitrator, the single arbitrator shall be considered to be an Arbitration Board for purposes of this Article.
- (c) Where the party initiating the arbitration proceedings wishes to request arbitration by a three (3) person board, the notice referred to in Subsection :03(a) shall contain the first party's appointee to the Arbitration Board. The following procedure will then apply:
 - i) The party who receives the notice shall within ten (10) working days of receiving the notice, name an appointee to the Arbitration Board and notify the other party in writing of such appointee.
 - ii) The two (2) members of the Arbitration Board named by the parties shall, within ten (10) working days of the appointment of the second of them, appoint a third member of the Arbitration Board who shall be the Chairperson thereof.
 - iii) If either party fails to appoint its member to the Board as provided above or where the two (2) appointees of the parties fail to agree on the appointment of a third member within the time specified, the Chief Justice for the Province of Manitoba, or in the Chief Justice's absence, the Chief Justice of the Court of Queen's Bench, upon the request of a party to the Agreement, shall nominate a member on behalf of the party failing to make an appointment or shall nominate the third member and Chairperson, as the case may be, and where the case requires, may nominate both, and where such nomination has been made, the Minister of Labour shall appoint that person as member or Chairperson or both, as the case may be.
 - iv) The Chairperson and one (1) other member are a quorum; but, in the absence of a member, the other members shall not proceed unless the absent member has been given reasonable notice of sitting.
- (d) Where the matter is submitted to the Arbitration Board, the Arbitration Board shall commence hearings within ten (10) working days of the matter being submitted to the Board and shall hear evidence and argument submitted by or on behalf of the parties relevant to the matter submitted and shall make a decision thereon in the form of an award of the Arbitration Board.
- (e) The Arbitration Board shall hear and determine the difference or allegations and shall issue a decision, which decision shall be final and binding and enforceable upon the parties and upon any employee or employees affected by it.
- (f) The Arbitration Board may summon before it any witnesses and require them to give evidence on oath, orally or in writing, and to produce such documents and evidence as the Arbitration Board deems requisite to the full investigation and consideration of the matters referred to it.
- (g) The Arbitration Board shall submit a report on the findings and the decision of the Board within fourteen (14) days following the completion of the hearing to the parties.

- (h) Any of the time limits referred to above may be extended by mutual agreement of the parties hereto.
- (i) In the case of a three (3) person Arbitration Board the decision of the majority shall be the decision of the Arbitration Board. If there is no majority, the decision of the Chairperson shall be the decision of the Board.
- (j) The Arbitration Board shall not have the power to add to, subtract from or modify or alter in any way the provisions of the Master Agreement or any Component or a signed Memorandum of Understanding or a signed Memorandum of Agreement between the parties.
- (k) The Arbitration Board shall expressly confine itself to the issue submitted to the Board, and shall have no authority to make a decision and/or recommendation on any other issue not so submitted to the Board. .
- (l) Where the Arbitration Board determines that an employee has been dismissed or otherwise disciplined by an employing authority for cause, and provided the collective agreement does not provide a specific remedy or penalty for the cause of the dismissal or disciplinary action, the Arbitration Board may substitute such other penalty or remedy in lieu of dismissal or the disciplinary action as the Board deems just and reasonable under the circumstances.
- (m) The expenses incurred by and in respect of an Arbitration Board shall be paid as follows:
 - i) The parties to the arbitration shall each pay an equal portion of the remuneration and expenses of the chairperson of the Arbitration Board.
 - ii) Each party to the arbitration shall pay the remuneration and expenses of the member of the Arbitration Board named or appointed by or on behalf of that party.
 - iii) Each party to the arbitration shall pay the fees and expenses of witnesses called by that party to give evidence before the Arbitration Board.
 - iv) Each party to the arbitration shall pay the fees and expenses of any counsel appearing before the Arbitration Board on behalf of that party.
 - v) The parties to the arbitration shall each pay an equal portion of other costs and expenses incurred by the Arbitration Board in conducting the arbitration.

45:04 The parties hereto agree that an employee of the government and a staff member of the Manitoba Government Employees' Union shall not be eligible for appointment as a member of the Arbitration Board or to act as a member of the Arbitration Board.

APPEALS TO THE COMMISSION

- 46:01 Subject to Section :03, every appeal shall be commenced by written notice of appeal to the Secretary, Civil Service Commission, setting out the decision against which the appeal is taken and the basis of the appeal.
- 46:02 An appeal shall be commenced within twenty (20) working days of the date on which the appellant became aware of the decision.
- 46:03 It is agreed and understood that the Civil Service Commission shall hear appeals on grievances concerning:
- (a) the application, interpretation or alleged violation of an Article or provision of The Civil Service Act;
 - (b) the application, interpretation or alleged violation of a regulation under The Civil Service Act where there is no provision dealing with the subject of the Regulation in the collective agreement or in a signed Memorandum of Understanding or signed Memorandum of Agreement between the parties;
 - (c) disputes concerning reclassification of employees;
 - (d) grievances as outlined in Article 13:07 and Article 22:23;
 - (e) disputes concerning the selection of an employee for a position within the bargaining unit.

Such appeals shall only be initiated after the employee has exhausted the applicable provisions referred to in this Agreement for the settlement of grievances or in the case of reclassification disputes, the procedures respecting "Employee Originated Requests for Reclassification".

- 46:04 Where an appeal is taken to the Civil Service Commission, the Commission shall hold a hearing or direct a hearing to be held and such hearing shall be held within twenty (20) working days of the date the appeal is commenced, to ascertain the facts relating to the subject matter of the appeal. The Commission shall render its decision on any appeal within twenty (20) working days of the end of the hearing and shall deliver a copy of its decision to the parties concerned. All time limits referred to in this Section may be extended by mutual agreement.

SEXUAL HARASSMENT

- 47:01 The parties recognize that the problem of sexual harassment may exist. However, the parties agree that sexual harassment will not be tolerated in the workplace or in connection with the workplace.
- 47:02 Where an employee is of the opinion that the employee has been or is being sexually harassed by another employee, the employee may forward a written complaint directly to the 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".
- 47:03 The deputy minister or designate will endeavour to resolve the matter in an expeditious and confidential manner.
- 47:04 The alleged offender shall be entitled to notice of the complaint and shall be given the opportunity to respond to the complaint,
- 47:05 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.
- 47:06 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.

RECLASSIFICATION PROCEDURE

- 48:01 An employee who is of the opinion that the employee's position is improperly classified may submit an "Employee Originated Request for Reclassification" on a form designated by the Civil Service Commission for such purposes.
- 48:02 Step 1
The employee will submit the request to the Branch Director together with the following:
- (a) a current position description;
 - (b) the job classification being requested and reasons why that classification is appropriate;
 - (c) any other information in support of the request.
- The Branch Director would have ten (10) working days following receipt of the request to reply.

48:03 **Step 2**

Where the employee considers the Branch Director's reply unsatisfactory or where no reply is received within the prescribed time limits, the employee may forward a copy of the request to the Departmental Personnel Officer within ten (10) working days.

The Departmental Personnel Officer will have twenty (20) working days following receipt of the request to reply.

48:04 **Step 3**

Where no reply is received within the time limits prescribed, or where the employee considers the Departmental Personnel Officer's response unsatisfactory, the employee may forward a copy of the request directly to the Director of the Compensation and Classification Services Branch, Civil Service Commission within ten (10) working days. The Director or designate will respond to the employee within sixty (60) working days following receipt of the request. Should the request be denied, reasons will be provided.

48:05 Where no reply is received or where the employee considers the response unsatisfactory, the employee may appeal to the Civil Service Commission within twenty (20) working days upon expiry of the time limits prescribed or on receipt of the decision from the director or designate.

48:06 The time limits prescribed in this Article may be extended by mutual agreement of the employee and the party designated to respond.

CIVIL LIABILITY

49:01 If an action or proceeding is brought against any employee covered by this Agreement for an alleged tort committed by the employee in the performance of the employee's duties, then:

- (a) The employee, upon being served with any legal process, or upon receipt of any action or proceeding as hereinbefore referred to, being commenced against the employee shall advise the government through the deputy minister of the department of any such notification or legal process;
- (b) The government shall pay any damages or costs awarded against any such employee in any such action or proceedings and all legal fees; and/or
- (c) The government shall pay any sum required to be paid by such employee in connection with the settlement of any claim made against such employee if such settlement is approved by the government through the deputy minister before the same is finalized; provided the conduct of the employee which gave rise to the action did not constitute gross negligence of the employee's duty as an employee;
- (d) Upon the employee notifying the government in accordance with Subsection :01(a) above, the government and the employee shall forthwith meet and appoint counsel that is mutually agreeable to both parties. Should the parties be unable to agree on counsel that is satisfactory to both, then the government shall unilaterally appoint counsel. The government accepts full responsibility for the conduct of the action and the employee agrees to co-operate fully with appointed counsel.

EMPLOYEE FILES

50:01 Upon the written request of an employee, the central records file and departmental file of that employee shall be made available for the employee'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 employee has the option to have a representative present.

50:02 An employee may request a copy of specific documents on the employee's central records file or departmental file. This provision shall not be unreasonably requested or denied.

LONG TERM DISABILITY INCOME PLAN

51:01 The parties agree that the government shall provide an employer paid Long Term Disability Income Plan for eligible employees. The regulations governing this plan will be agreed upon in a separate Memorandum of Agreement.

SENIORITY

52:01 “**Seniority**” means the length of service with the Government of Manitoba as defined in this Article provided such service has not been broken by termination of the employee.

52:02 Seniority shall include only the following:

- (a) regular paid time;
- (b) periods of workers compensation;
- (c) periods of maternity leave and/or parental leave;
- (d) periods of adoptive parent leave;
- (e) approved educational leave to a maximum of one (1) year;
- (f) any sick leave without pay necessary to satisfy the elimination period of the Long Term Disability Plan;
- (g) leaves without pay to a maximum accumulation of twenty (20) working days in a calendar year.

52:03 An employee will lose all seniority when the employee:

- (a) resigns;
- (b) retires;
- (c) is dismissed and not reinstated;
- (d) dies;
- (e) is permanently laid-off;
- (f) is terminated at the expiry of the employee's term of employment. However, this Subsection does not apply to a term employee who has been employed on a full-time basis for twenty-four (24) continuous months and who is re-employed within twelve (12) months of the expiration of the employee's term of employment.

52:04 Separate seniority lists will be prepared by April 1 by each department based on service up to and including December 31 of the previous year. The lists will be posted at work locations as determined by the department.

52:05 Seniority lists will be prepared for the following types of employees by classification groupings in order of seniority:

- (a) regular;
- (b) term;
- (c) departmental.

52:06 Departmental employees whose classification varies between Labourer and Operator will be categorized as “Labourer/Operator” for seniority purposes.

52:07 Grievances concerning the calculation of seniority must be filed at Step 3 of the Grievance Procedure within twenty (20) working days of the date the employee became aware of the seniority calculation, Such grievances shall be restricted to the calculation of seniority in the calendar year immediately prior to the year in which the seniority list is posted.

PART-TIME EMPLOYEES

53:01 The calculation of benefits for part-time employees covered by this Agreement will be as set out in Appendix "C" - Application of Benefits to Part-time Employees.

AMBULANCE AND HOSPITAL SEMI-PRIVATE PLAN

54:01 The government agrees to the continuation of the Ambulance and Hospital Semi-Private Plan (AHSP).

OVERTIME AND COMPENSATORY LEAVE

55:01 This Article shall apply to all overtime worked by employees including overtime worked at premium rates; ie. time and one-half (1 1/2x) and double time (2x) and at straight time rates as provided in the Compensatory Leave Articles for employees not eligible for premium overtime. Where the term "overtime" is used in this Article it refers to both overtime and compensatory leave.

55:02 The existing Component provisions on overtime will apply to all overtime credits earned up to forty (40) hours per fiscal year. Note: Twenty (20) hours overtime worked at double time (2x) equals forty (40) overtime credits.

55:03 For any overtime credits earned beyond forty (40) hours in the fiscal year the following provisions of this Article will apply.

55:04 All overtime worked by employees shall be banked.

55:05 The employing authority shall consult with the employee in an effort to reach agreement on whether the employee will be granted pay or time off in lieu for banked overtime.

55:06 Where agreement is not reached, the employing authority shall determine whether pay or time off will be granted.

55:07 Where banked time is to be taken, the employing authority shall consult with the employee in an effort to reach agreement on when the time off is to be taken.

55:08 Where agreement is not reached, the employing authority shall determine when the time off is to be taken.

55:09 Where an employing authority determines when the time off is to be taken under Section :08, the employee will receive forty-eight (48) hours notice of the time off and the following conditions shall apply:

- (a) the minimum period of time off will be five (5) days provided the employee has sufficient banked time available. In order to meet the five (5) day requirement, time off in lieu of overtime may be combined with holiday and/or vacation time and/or reduced work week days;
- (b) where the employee has less than five (5) days banked, then these days may be scheduled by the employing authority.

55:10 Nothing in Section :09 restricts the employing authority and employee from agreeing to alternative arrangements.

SHIFT PREMIUM

56:01 An employee who works a shift where one-half (1/2) or more of the hours are worked between 6:00 p.m. and 6:00 a.m. shall receive a shift premium of four dollars and eighty cents (**\$4.80**) for the shift in addition to the employee's regular pay. For employees in the Corrections and Health Components, the hours are 5:00 p.m. and 5:00 a.m.

56:02 An employee who works an overtime shift will be eligible for shift premium provided the employee is replacing another employee who would have received the shift premium if the employee being replaced had worked the shift. An overtime shift is defined as a full shift, (i.e. seven and one-quarter [7 ¼] or eight [8] hours) which is worked by an employee on an overtime basis.

56:03 The shift premium shall not be included in the calculation of overtime payments, superannuation, group life insurance, sick leave payments, vacation pay, or any other employee benefits.

56:04 For employees in the Trades, Operations and Services Component, an employee who works a twelve (12) hour shift where half or more of the hours are worked between 6:00 p.m. and 6:00 a.m. shall receive a shift premium of seven dollars and twenty cents (\$7.20) for the shift in addition to the employee's regular pay.

56:05 This Article does not apply to the Administration Component except for Medical Examiner Investigators classified in the Administrative Officer series.

WEEKEND PREMIUM

57:01 An employee shall receive fifty cents (**50¢**) premium for all regular hours of work or portions thereof on a Saturday or Sunday.

57:02 An employee who works overtime will only be eligible for weekend premium if the employee is replacing another employee who would have received the weekend premium if the employee being replaced had worked.

57:03 The weekend premium shall not be included in the calculation of overtime payments, superannuation, group life insurance, sick leave payments, vacation pay, or any other employee benefits.

57:04 Weekend premium does not apply to the Social Sciences Component and the Administration Component except for Medical Examiner Investigators in the Administrative Officer series.

STAND-BY

58:01 An employee, who has been designated by the employing authority or authorized supervisor to be available on stand-by during off duty hours, shall be entitled to payment of seven dollars and fifty cents (\$7.50) for each twenty-four (24) hour period or less of stand-by on a regular working day. For stand-by on a day of rest or on a paid holiday that is not a working day, the payment shall be fifteen dollars (\$15.00) for each twenty-four (24) hour period or less.

- 58:02 To be eligible for stand-by payment, an employee designated for stand-by duty must be available during the period of stand-by at a known telephone number or by another method of communication as mutually agreed between the supervisor and the employee, and must be available to return for duty as quickly as possible if called.
- 58:03 An employee on stand-by who is called back to work, shall be compensated in accordance with call-out provisions of the applicable overtime Article in addition to stand-by pay.
- 58:04 In the Administration, Physical Sciences and Social Sciences Components, for the purpose of this Article, a twenty-four (24) hour period shall be defined as the period from 8:00 a.m. of one day to 8:00 a.m. of the following day.
- 58:05 In the Health Component, the amounts payable are six dollars (\$6.00) and twelve dollars (\$12.00).

DEFERRED SALARY LEAVE PLAN

- 59:01 The terms and conditions of the Deferred Salary Leave Plan will apply to the Administration, Corrections, Health and Social Sciences Components.
- 59:02 Employees may apply to the employing authority to elect to defer salary to be paid during a period of leave of absence, in accordance with the provisions outlined in the Deferred Salary Leave Plan.
- 59:03 The implementation of the Deferred Salary Leave Plan will become effective the first bi-weekly pay period following the date of notice of a positive tax ruling from Revenue Canada.

COURT LEAVE

- 60:01 An employee who is summoned for jury duty or who receives a summons or subpoena to appear as a witness in a court proceeding, other than a court proceeding occasioned by the employee's private affairs, shall be granted a leave of absence with pay for the required period of absence and all witness fees received by the employee shall be remitted to the government.
- 60:02 For employees in the Corrections and Health Components, should an employee be summoned or subpoenaed for matters occasioned by the employee's work during the employee's off duty hours, or while the employee is on vacation, the employee shall receive applicable overtime rates in accordance with the overtime provisions of the Component if applicable. An employee's lost vacation time will not be recredited.

ACTING STATUS

- 61:01 Where an employing authority or designate directs an employee employed in one (1) position to temporarily take over the duties and responsibilities of some other position having a higher grade of pay, and provided the employee takes over and continues to perform for ten (10) or more consecutive working days the duties and responsibilities of that other position, the employee shall be appointed temporarily to that other position with acting status and shall be paid at the rate of pay for that other position from the date of taking over the duties and responsibilities of that other position until the temporary appointment is revoked; and upon the temporary appointment being revoked the employee shall, unless appointed or promoted to some other position, revert to the employee's original position and be paid at the rate of pay for the employee's original position that the employee would be paid if the employee had never held the temporary appointment.

61:02 For purposes of interpretation of this Article, “**duties and responsibilities**” means the duties and responsibilities that would have been performed by the incumbent during the period in which the incumbent had been replaced.

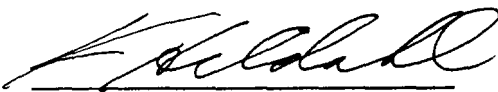
In witness whereof the Honourable Minister charged with the administration of The Civil Service Act has hereunto set his hand for, and on behalf of, Her Majesty the Queen in Right of the Province of Manitoba, and the President of the Manitoba Government Employees’ Union has hereunto set his hand for, and on behalf of, the Manitoba Government Employees’ Union.



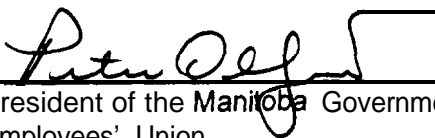
Witness



Minister



Witness



President of the Manitoba Government
Employees’ Union

APPENDIX "A"

EXCLUSIONS FROM THE TERMS OF THE AGREEMENT

The bargaining unit shall comprise all employees as defined in this Agreement except those employees in positions mutually agreed to between the parties as managerial and/or confidential exclusions.

Guidelines to be considered in negotiating exclusions shall be position classifications the incumbents of which are employed:

- (a) for the primary purpose of exercising executive management functions;
- (b) in a confidential capacity in matters relating to labour relations.

The exclusions of incumbents of new classifications established by the government shall be determined by mutual agreement unless specifically excluded by virtue of their being covered by another bargaining unit as specified in Article 4 - Application of Agreement.

GENERAL

Assistants to Deputy Ministers	Nurse 4, 5
Auditors 1, 2, 3 and 4	Personnel Administrator 1 through 9
Chief Financial Officers, Special Operating Agencies	Departmental Personnel Administrator 1-4
Directors of Communications	Secretaries to Ministers
Executive Assistants to Ministers	Secretary to Leader of the Opposition
Financial Officers 6, 7	Secretaries to Deputy Ministers
Health and Social Development Specialists 7	Secretaries to Assistant and Associate Deputy Ministers
Hospital Administrator 1, 2	Secretaries to Directors of Administration
Information Technologist 5, 6	Personal Secretaries to Personnel Officers
Members of Department Executive Committees classified as Planning Consultant or Planning and Program Analyst 4	Senior Departmental Accountant
New Careerists	Senior Officers and Equivalents
	Staff of the Executive Council
	Staff of the Treasury Board Secretariat
	Staff of the Civil Service Commission
	Staff of the Office of the Ombudsman

NOTE: Where two (2) or more titles in the exclusion listing have been combined for administrative purposes, the number in brackets following the title indicates the number of titles which have been so combined; eg. in the Department of Highways and Transportation, Secretary, Highway Traffic Board and Secretary, Motor Transport Board have been combined into Board Secretary (2).

Agriculture

Chief Home Economist
Coordinator of Policy and Programs
Director (3)

Consumer and Corporate Affairs

Deputy Director (2)
Deputy Examiner of Surveys
Director (2)
Executive Secretary, Public Utilities Board
General Manager, Land Titles
Recorder of Vital Statistics
Registrar
Superintendent of Insurance

Culture, Heritage and Citizenship

Agency Relations Coordinator
Director (12)
Legislative Librarian
Provincial Archivist

Education and Training

Administrative Officer I (APB 007)
Assistant Director, Educational Support
Services
Chief Financial Administrator, Universities
Grants Commission
Coordinator, Program Development Section
Director (10)
Manager (2)
Personnel Documentation Clerk
Personnel Officer
Planning & Program Analyst 2 (2)
Principal, School for the Deaf
Special Assistant, Education
Supervisor (3)

Energy and Mines

Assistant to Associate Deputy Minister

Environment

Chief of Environmental Control Programs

Family Services

Area Directors, Personal Services
Assistant Director (3)
Coordinator (3)
Director (14)
Executive Director, Mental Retardation
Financial Analyst, Program Budgeting and
Reporting
Payroll Services Supervisor
Personnel Records Supervisor
Regional Director (4)
Secretary, Social Services Advisory Board
Senior Analyst, Program Budgeting and
Reporting
Superintendent, Juvenile Institution

Manitoba Developmental Centre

Assistant Director, Administration
Business Manager
Director (7)
Hospital Laundry Manager
Medical Superintendent
Program Director
Senior Nursing Administrator
Supervisor, Motivational Therapy

Finance

Administrative Policy Officers
Assistant Central Payroll Supervisor
Assistant Director (2)
Central Payroll Coordinator/Supervisor (2)
Director (2)
Manager (2)
Program Analysis and Review Officer
Staff of Administrative Policy Branch
Staff of the Federal-Provincial Relations
and Research Division
Systems Development Coordinator

Government Services

Administration Officer, Emergency Measures Organization
Administrative Assistant to Minister
Chief Pilot
Comptroller, Air Services
Director (9)
District Property Managers
Maintenance Administrator
Management Analyst
Manager (3)
Occupational Health and Safety Officer
Project Manager
Projects Officer, Supply and Services Division
Superintendent (2)

Highways and Transportation

Assistant District Manager
Assistant Mechanical Superintendent
Budget Coordinator
Chiefs (2)
Chairpersons (4)
Coordinator, Administration and Financial Services
Deputy Registrar, Motor Vehicle Branch
Director (10)
Head (2)
Heavy Construction Manager
Maintenance Management Engineer
Manager (2)
Mechanical Superintendent
Mechanical Supervisors
Pay and Benefits Coordinator
Regional Administrator
Safety Coordinator
Secretary (2)
Winter Roads Manager

Health

Administrative Officer (2)
Area Directors, Personal Services
Assistant Director, Home Care
Assistant Director, Insurance Division
Assistant Regional Director, Winnipeg Region
Chief Public Health Nurse
Comptroller
Coordinator (3)
Dental Directors
Director (16)
Manager (7)
Payroll Services Supervisor
Personnel Records Supervisor
Pharmaceutical Consultant
Program Specialist, Home Care
Regional Director
Regional Home Care Coordinator
Regional Supervisors, Lab and X-Ray
Secretary, Manitoba Health Services Commission
Senior Manager, Integrated Health Information Systems

Mental Health Centres

Director (8)
Hospital Laundry Manager
Manager, Financial Services
Medical Superintendents
Program Director, BMHC
Senior Nursing Administrator

Housing

Corporate Secretary and Manager, Corporate Services
Manager, Administration and Grants

Industry, Trade and Tourism

Director (5)
Executive Director, Administration and Research
Systems Planning and Development Officer

Justice

Area Directors (10)
Chief Court Reporter
Chief Judges Secretary
Chief Probation Officer
Chief Sheriff
Clerk of the County Court of Winnipeg
Coordinator, Central Administrative Services
Deputy Administrator of Court Services
Director of Administration, Legal Aid
Director (4)
Executive Assistant to Chief Justices
Financial Coordinator, Public Trustee
Personnel/Payroll Coordinator
Regional Manager, Regional Courts
Registrar (2)

Corrective and Rehabilitative Services

Administrative Assistant to Assistant
Deputy Minister, Corrections
Assistant Directors of Corrections
Assistant to Director, Operations
Chief of Administration - Corrections
Deputy Superintendent (9)
Director, Operations (Adult Corrections)
Senior Investigator
Superintendents, Adult/Juvenile Institutions

Labour

Conciliation Officers 1, 2, 3
Director (10)
Executive Officer, Manitoba Labour Board
Fire Commissioner
Labour Board Officer
Registrar, Labour Board
Vice-Chairperson, Manitoba Labour Board

Natural Resources

Administrative Assistant to Minister
Assistant Director of Parks
Assistant to Senior Assistant Deputy
Minister
Chief (6)
Coordinator, Pineland Forest Nursery
Director of Operations
Engineering Section Heads
Financial Coordinator
Park Superintendent
Regional Managers
Regional Supervisors
Secretary to Director, Water Resources
Supervisor of Special Projects

Northern Affairs

Administrative Assistant to Minister
Budget Officer
Director (3)
Regional Director (3)

Provincial Auditor's Office

Audit Accountant, Payroll
Senior Chartered Accountants

Rural Development

Assessment Officer 6, 7
Chief of Finance and Administration
Deputy Director, Municipal Advisory and
Finance Services
Manager, Research
Municipal Services Officer
Planning Coordinator
Supervisor (2)

Women's Directorate

Executive Director, Advisory Council
Manager, Policy Unit

APPENDIX "B"

REMOTENESS ALLOWANCE

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

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

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

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

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

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

1:05 Where both marital partners are employees of the Government of Manitoba in any department, board, agency or commission to which this Agreement or the Civil Service Regulations covering remoteness allowances apply, but subject to Section :06 that follows, the dependent rate shall be paid to one (1) partner only and the other partner will not receive either the dependent or single rate of remoteness allowance.

1:06 Where both marital partners are employees of the Government of Manitoba in any department, board, agency or commission to which this Agreement or the Civil Service Regulations covering remoteness allowances apply, the dependent rate will be paid to the permanent employee, if the other partner is temporary or departmental, or the first employee to be hired on a permanent basis, otherwise to the first employee hired. Where specially requested by both employees in writing, the dependent's rate may be divided and equal amounts (to the nearest cent) paid to each employee.

1:07 **Locations and Residence**

The remoteness allowance applicable to the location at which the employee has established the employee's residence and maintains a family home is normally that which prevails; since the residence would be within normal daily travel distance to the employee's headquarters. Where there is doubt as to whether the employee's residence is established in relation to the employee's headquarters the location for remoteness allowance shall be determined by the employing authority. Where there is no community in relation to which the employee has a residence, for which an allowance can be established, the nearest community to the designated employee's workplace shall be considered to be the location for the allowance.

1:08 Hourly Rated Personnel & Employees Hired on an “If, As and When” Basis

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

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

In order to qualify for the daily rate, an employee hired on an “if, as and when” basis is required to work one-half (1/2) or greater of the normal working hours, i.e. 7 1/4 or 8 hours in any one day.

1:09 Limitations

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

1:10 Rates

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

1:11 Geographic Eligibility

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

1:12 Bunk-houses or Similar Accommodations

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

	Effective December 6, 1997	Effective December 5, 1998
Bissett	\$19.88	\$20.48
God’s Lake Narrows	\$42.37	\$43.64
Island Lake	\$40.94	\$42.17
Norway House	\$35.28	\$36.34

- (b) Where such employees are to be stationed under such conditions in a remote location on a semi-permanent basis, i.e. for a period of three (3) months or more, they shall receive in addition twenty-five percent (25%) of the remoteness allowance applicable to that community.
- (c) The rates shall be based on the community closest to the location where accommodation is supplied.
- (d) Employees stationed in a remote area who are provided with room and board shall not receive any form of living or remoteness allowance.

1:13 A full time employee eligible for remoteness allowance as provided in this schedule shall be eligible, in each fiscal year (April 1 to March 31) to receive up to a maximum of two (2) days travel time without loss of regular pay.

BIWEEKLY REMOTENESS ALLOWANCES

<u>LOCATION</u>	Effective December 6, 1997		Effective December 5, 1998	
	<u>DEPENDENT</u>	<u>SINGLE</u>	<u>DEPENDENT</u>	<u>SINGLE</u>
Berens River	\$194.46	\$111.49	\$200.29	\$114.83
Bissett	128.99	76.27	132.86	78.56
Bloodvein River	197.36	113.36	203.28	116.76
Brochet	232.29	133.75	239.26	137.76
Churchill	187.78	113.94	193.41	117.36
Cormorant	109.63	69.92	112.92	72.02
Cranberry Portage	93.93	59.19	96.75	60.97
Crane River	115.74	84.10	119.21	86.62
Cross Lake	209.08	120.86	215.35	124.49
Dauphin River (Anama Bay)	129.71	92.04	133.60	94.80
Easterville	95.92	60.56	98.80	62.38
Flin Flon	81.28	50.57	83.72	52.09
Gillam	167.04	101.08	172.05	104.11
God's Lake Narrows	230.40	132.46	237.31	136.43
God's River	233.38	134.49	240.38	138.52
Grand Rapids	93.25	57.65	96.05	59.38
Ilford	249.56	142.85	257.05	147.14
Island Lake/Garden Hill	214.65	122.61	221.09	126.29
Jen Peg	152.45	91.13	157.02	93.86
Lac Brochet	253.13	145.20	260.72	149.56
Leaf Rapids	128.94	80.02	132.81	82.42
Little Grand Rapids	206.87	117.31	213.08	120.83
Lynn Lake	133.16	80.62	137.15	83.04
Manigotagan	128.99	76.27	132.86	78.56
Matheson Island	131.50	93.26	135.45	96.06
Moose Lake	139.25	86.09	143.43	88.67
Negginan/Poplar Point	197.72	113.71	203.65	117.12
Nelson House	142.37	86.92	146.64	89.53
Norway House	185.98	106.34	191.56	109.53
Oxford House	226.00	129.29	232.78	133.17
Pikwitonie	182.33	109.19	187.80	112.47
Pukatawagan	150.24	92.28	154.75	95.05
Red Sucker Lake	229.20	131.46	236.08	135.40
St. Therese Point	214.65	122.61	221.09	126.29
Shamattawa	245.29	142.44	252.65	146.71
Sherridon	148.48	91.09	152.93	93.82
Snow Lake	111.55	69.34	114.90	71.42
Southern Indian Lake	236.25	136.27	243.34	140.36
Split Lake	245.81	140.30	253.18	144.51
Tadoule Lake	257.02	147.95	264.73	152.39
The Pas	76.29	46.62	78.58	48.02
Thicket Portage	181.93	108.92	187.39	112.19
Thompson	121.46	85.32	125.10	87.88
Wabowden	155.88	106.38	160.56	109.57
Waterhen	96.30	60.23	99.19	62.04
York Landing	247.95	144.42	255.39	148.75

APPENDIX "C"

APPLICATION OF BENEFITS TO PART-TIME EMPLOYEES

DEFINITIONS

- 1:01 **"part-time employee"** means an employee who normally works less than the full normal daily, weekly or monthly hours of work, as the case may be, and whose work follows an ongoing, predetermined schedule of work on a regular and recurring basis.
- 1:02 **"casual employee"** means an employee who normally works less than the full normal daily, weekly or monthly hours of work, as the case may be, and whose work is irregular, or non-recurring or does not follow an ongoing predetermined schedule of work on a regular and recurring basis.
- 1:03 **"accumulated service"** means the equivalent length of service acquired by an employee by virtue of the employee's employment; eg. for an employee in an eight (8) hour per day classification. The figures for seven and one-quarter (7%) hour per day classifications are shown in brackets.
8 (7%) hours work equals one (1) day of accumulated service;
40 (36¼) hours work equals one (1) week of accumulated service;
80 (72%) hours work equals one (1) bi-weekly pay period of accumulated service;
168 (152%) hours work equals one (1) month of accumulated service;
2,016 (1,827) hours work equals one (1) year of accumulated service.
(a) For purposes of accumulated service, overtime hours are not included.
(b) Accumulated service must be continuous service, i.e. there must have been no break in service involving termination of the employee.
- 1:04 **"calendar service"** is based on continuous service with the employer. Example: one (1) year of continuous employment equals one (1) year of calendar service.

APPLICATION

- 2:01 The Master Agreement applies only to part-time employees who:
(a) have been appointed in virtue of and under Section 17 of The Civil Service Act; or
(b) are term employees hired under the authority of The Civil Service Act.
- 2:02 The Master Agreement applies to part-time employees effective the first of the bi-weekly pay period following the attainment of 336 (304%) hours of accumulated service.
- 2:03 The Master Agreement does not apply to casual employees.
- 2:04 Management will determine whether an employee is part-time or casual in accordance with Sections :01 and :02. The parties agree to meet in an effort to resolve any problems which may occur as to whether an employee is part-time or casual. The matter may be referred to Joint Council for resolution. The decision of Joint Council shall be final.

CONVERSIONS

- 3:01 A part-time employee who is converted to casual is no longer covered by the collective agreement effective the date of the employee's conversion.
- 3:02 A casual employee who is converted to part-time status must complete the service requirement set out in Article 2 but receives no credit for calendar or accumulated service as a casual employee.

- 3:03 Where a part-time employee who has been covered by the collective agreement has been converted to casual employment and is subsequently reconverted to part-time employment with no break in service, the period of casual employment shall be treated as a period of leave of absence. While this does not affect the continuity of employment, the period of casual employment does not count as calendar or accumulated service for purposes of benefit determination.

GENERAL PRINCIPLES

- 4:01 Where a benefit is to be pro rated for a part-time employee it will be calculated so that if two (2) part-time employees were sharing a full time position the total cost to government of that benefit is no greater than the cost of having the position filled by a full-time employee.
- 4:02 In pro rating a benefit, the factor used shall be determined by totalling the number of regularly scheduled hours the employee has worked in the preceding eight (8) weeks and dividing by 320 (290); i.e. 8 hours x 8 weeks x 5 days.

$$\text{Pro rating factor} = \frac{\text{number of regularly scheduled hours the employee worked in the preceding eight (8) weeks}}{320 (290)}$$

BENEFITS

- 5:01 Part-time employees will only be eligible for the benefits specifically identified in this Section.

5:02 Holidays

- (a) An employee will be eligible for pay for a holiday on which the employee does not work provided the employee:
- i) did not fail to report for work after having been scheduled to work on the day of the holiday; and
 - ii) has not absented himself or herself from work without the consent of the employing authority on the employee's regular working day immediately preceding or following the holiday unless the employee's absence is by reason of established illness.
- (b) Where an employee is eligible for holiday pay or time in lieu the employee shall receive an amount calculated by multiplying the regular daily working hours for the employee's classification times the pro rating factor.
- (c) Where the employing authority requires an employee to work a full shift, i.e. seven and one-quarter (7¼) or eight (8) hours as a regular work day on December 24th when that day falls on Monday through Friday inclusive, such employee shall be entitled to one-half (1/2) day of compensatory leave with pay to a maximum of four (4) hours.

5:03 Vacation

- (a) Twenty-one (21) days of accumulated service equals one (1) vacation credit, i.e. 1¼, 1⅔, 2⅓, or 2½ days.
- (b) An employee begins accumulating service on the first day of the month following the date of appointment unless the employee has been appointed on the first of a month.
- (c) Long service vacation eligibility is based on calendar service.

5:04 Sick Leave

- (a) Ten (10) days of accumulated service equals one (1) sick leave credit; i.e. ½ or 1 day
- (b) An employee starts accumulating service on the bi-weekly pay period following the date of appointment unless the employee has been appointed on the first day of a bi-weekly pay period.

- (c) Calendar service is used to determine eligibility for receiving sick leave credits at a higher rate, i.e. one (1) day per bi-weekly pay period rather than one-half (½) day per bi-weekly pay period.
- (d) Part-time employees are not eligible for additional sick leave extensions as provided under Section :06 of Article 26 - Sick Leave.

5:05 **Compassionate, Court, Paternity, Adoptive Parent and Parental Leaves**

- (a) These types of paid leave will be pro rated by multiplying the number of days the employee would qualify for by the pro rating factor.
- (b) In the case of adoptive parent leave and parental leave without pay, an employee is eligible for the full calendar time benefit, i.e. seventeen (17) weeks.

5:06 **Maternity Leave**

- (a) Regular part-time employees are eligible for maternity leave Plan A or Plan B.
- (b) To qualify for maternity leave, calendar service is used, i.e. nine (9) months,
- (c) An employee who qualifies is eligible for the full calendar time leave provided under the Agreement, i.e. seventeen (17) weeks.
- (d) For Plan A, the application of ten (10) days sick leave towards the Employment Insurance waiting period will be calculated by multiplying the number of days accumulated sick leave the employee has (up to ten [IO] days) by the pro rating factor.
- (e) For Plan B, government payments will be based on the difference between the percentage of weekly earnings covered by Employment Insurance and ninety-three percent (93%) of the weekly earnings. Weekly earnings will be as determined by Human Resources Development Canada (HRDC) and will be subject to the Employment Insurance maximum.

5:07 **Workers Compensation**

An employee who is eligible for Workers Compensation may use accumulated sick leave to supplement Workers Compensation in accordance with Article 27 - Workers Compensation.

5:08 **Bridging of Service**

Calendar service shall be the basis for determining eligibility for this benefit, i.e. four (4) years.

5:09 **Severance Pay**

Accumulated service is the basis for meeting the minimum service requirement, i.e. three (3) or nine (9) years and for the calculation of severance pay. Example: ten and one-half (10½) years accumulated service multiplied by one (1) week's pay equals ten and one-half (10½) weeks of severance pay.

5:10 **Remoteness Allowance**

Refer to Appendix "B" Section 1:08.

5:11 **Notice of Lay-off, Resignation or Termination**

- (a) The period of notice required to be given by the employee or the employer is the same as that applicable to full-time employees.
- (b) Pay in lieu of notice shall be calculated by multiplying the number of weeks notice by the pro rating factor.

5:12 **Merit Increases for Other Than Departmental Employees**

Eligibility for merit increases will be based on calendar service provided the employee has received pay for at least 416 (377) hours exclusive of overtime.

5:13 **Overtime**

- (a) Daily overtime is only payable when the employee has worked beyond the normal daily hours for that classification, i.e. 8 (or 7%) hours.
- (b) Overtime on a day of rest is only payable when an employee has worked at least five (5) days in a week, i.e. a part-time employee only has two (2) "days of rest" per week.
- (c) Certain shift configurations may require working more than five (5) days per week without payment of overtime.

5:14 **Shift Premium**

An employee must work an entire 8 (or 7%) hour shift in order to qualify for shift premium.

5:15 **Qualification Pay**

Qualification pay shall be calculated by multiplying the pay an employee is eligible for by the pro rating factor.

5:16 **Probation**

The period of probation is based on calendar service. Notwithstanding any provision of the collective agreement, this period may be extended by the employing authority for any reason provided twelve (12) months probation is not exceeded.

5:17 **Seniority**

Seniority is based on accumulated service.

5:18 **Lay-off**

Accumulated service is used for purposes of lay-off.

5:19 **Dental Plan**

A part-time employee who has met the eligibility criteria for the Dental Plan shall be eligible for single coverage of dental expenses only. No coverage for a spouse or dependents will be provided. For purposes of eligibility determination, accumulated hours are used.

- (a) A regular employee requires 1,040 (942%) hours.
- (b) A term employee requires 2,080 (1,885) hours.

SERVICE USE

2:01 **Reimbursement Rates**

When authorized by a Branch Head, an employee requested to provide a vehicle for its service use will be paid at the following rates according to the type of vehicle supplied and the area of use:

	<u>For Employees Resident</u>	
	<u>In Other Areas of the Province</u>	<u>In Areas Covered by Remoteness Allowance</u>
(a) Automobiles		
January 1, 1998	\$12.75/day plus 15.7¢/km	\$15.73/day plus 19.3¢/km
January 1, 1999	\$13.13/day plus 16.2¢/km	\$16.20/day plus 19.9¢/km
(b) Trucks up to and including one (1) ton or vans		
January 1, 1998	\$14.46/day plus 17.7¢/km	\$17.25/day plus 21.1¢/km
January 1, 1999	\$14.89/day plus 18.2¢/km	\$17.77/day plus 21.7¢/km

2:02 **Service Use** means the use of a vehicle in connection with field or construction projects. It normally includes the requirement to carry personnel and/or equipment. A claim may not be made under this Article on the same day as a claim under Article 1.

2:03 **Stand-by for Emergency Use**

Service use rates may be authorized by the branch head for stand-by for emergency purposes in field situations (Example: fire tower emergency vehicles) and will be considered to include payment for up to sixteen (16) kilometres (10 miles) per days of use on government business.

BUSINESS INSURANCE

3:01 Employees shall be reimbursed for the additional cost of business rate insurance above that required for the all purpose rate, or pleasure use rate for a truck, when use of the vehicle will exceed one thousand six hundred and nine (1,609) kilometres on government business in the insurance year.

APPENDIX "E"

MEALS AND MISCELLANEOUS EXPENSES

MEALS - ELIGIBILITY FOR CLAIMS

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

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

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

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

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

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

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

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

MEAL EXPENSES - TRAVEL WITHIN THE PROVINCE

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

		<u>Individual Meals</u>		
		<u>Breakfast</u>	<u>Luncheon</u>	<u>Dinner</u>
(a)	In areas covered by remoteness allowance			
	January 1, 1998	\$5.50	\$7.20	\$12.45
	January 1, 1999	\$5.65	\$7.40	\$12.80
(b)	In all other areas			
	January 1, 1998	\$5.00	\$6.70	\$11.60
	January 1, 1999	\$5.15	\$6.90	\$11.95

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

Per Diem Allowance

In areas covered by remoteness allowance:

January 1, 1998 \$25.15

January 1, 1999 \$25.90

Per Diem Allowance

In all other areas:

January 1, 1998 \$23.25

January 1, 1999 \$23.95

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

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

MEAL ALLOWANCES DURING OVERTIME WORK

3:01 Extension of Working Day

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

(a) at least two (2) hours, exclusive of a dinner or supper break, a meal allowance shall be paid at the following rate

January 1, 1998 - \$3.30 per day

January 1, 1999 - \$3.40 per day

(b) at least three and a half (3½) hours, exclusive of a dinner or supper break, an allowance equivalent to that payable for "Luncheon" in the appropriate area as shown in Article 2 - Meal Expenses - Travel Within The Province, shall be paid.

3:02 To qualify for the above, employees in the category of office personnel and classroom teachers 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 (9¼) hours; or

(b) ten and three-quarters (10¾) hours.

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

3:04 Special Emergencies

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

MEAL ALLOWANCES FOR FIELD OPERATIONS

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

(a) the employee is not supplied with rations; or

(b) a meal or meals is not supplied at a charge or otherwise from a field kitchen or similar facility; or

(c) arrangements have not been made by the department or agency for group meals or meals by contract at a restaurant, cafe 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>Breakfast</u>	<u>Lunch</u>	<u>Supper</u>
Employee working in areas covered by remoteness allowance			
January 1, 1998	\$4.40	\$5.00	\$7.70
January 1, 1999	\$4.55	\$5.15	\$7.95
Employee working in other areas			
January 1, 1998	\$4.20	\$4.75	\$7.20
January 1, 1999	\$4.35	\$4.90	\$7.40

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

INCIDENTALS ALLOWANCE

5:01 An employee who is in travel status may claim an incidentals allowance for each night of:

(a) commercial accommodation	(b) non-commercial accommodation
January 1, 1998 - \$3.05	January 1, 1998 - \$2.05
January 1, 1999 - \$3.15	January 1, 1999 - \$2.10

5:02 The incidentals allowance covers reimbursement for all incidental expenses except as provided in Article 6 - Miscellaneous Expenses During Travel.

MISCELLANEOUS EXPENSES DURING TRAVEL

6:01 **Gratuities**

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

6:02 **Laundry**

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

6:03 **Parking**

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

6:04 Telephone and Telegram

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

TRAVEL STATUS - RETURN HOME OVER A WEEKEND

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

ACCOMMODATIONS

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

DEFINITIONS

- 9:01 "**Travel Status**" means absence of the employee from the employee's headquarters area on government business involving travel and accommodation with the approval of the Branch Head.
- 9:02 "**Headquarters Area**" means:
 - (a) a metropolitan or urban area of not less than twenty-four (24) kilometres (15 miles) in diameter;
 - (b) a patrol area or territory of comparable size to a metropolitan area;
 - (c) a beat or geographical area serviced by roads, as established from year to year for which Department of Highways and Transportation employees are assigned maintenance responsibility.
 - (d) In all other cases, an area twenty-four (24) kilometres (15 miles) around the employee's headquarters.
- 9:03 "**Employee's Headquarters**" means the workplace where the employee is normally stationed or required to use as the employee's base of operations on a continuing basis in relation to which the employee has established a residence.
- 9:04 "**Field Operations**" means activities carried out away from a permanent work location.

MEMORANDUM OF AGREEMENT

SUBJECT: HOUR BASED BENEFIT CALCULATION

The parties recognize the desirability and necessity of standardizing all benefit calculations to an hourly based calculation system. To the extent possible, the standardization will be accomplished within the following parameters:

cost

In aggregate, the standardization should be:

- (a) benefit cost neutral to government. It is intended that there will be no additional benefit cost or saving to government
- (b) benefit neutral to existing employees. It is intended that there will be no improvement to or reduction of benefits.

Equity

All employees will be treated equitably regardless of work frequency and other variables. By basing the benefit calculations on regular hours worked, all employees will receive credit for all hours worked regardless of bi-weekly pay period and month boundaries. For example, criteria specifying the employee must start or end work on the first working day of the month or bi-weekly to receive credit will no longer apply.

Clear and Consistent Interpretation and Standard Application of Benefits

One standardized calculation for service, which will apply to all employees covered by the collective agreement, will be established. The same rules for calculating service will be applied to sick leave, vacation, seniority, leave and benefit eligibility, and severance. By changing to one common service calculation for all benefits, the term "service" will be standardized, a consistent method of calculating service will be provided and the calculations will be simplified.

Ease of Understanding and Accuracy of Benefit Calculations

Basing the benefit calculations on regular hours worked, having one service for all benefits and treating all employees the same will reduce the complexity of the calculations and the potential for error. This will not only enhance the accuracy of the calculations, it will also increase the understanding of employees and will minimize the potential for disputes regarding the accrual of benefits.

As these parameters are applicable on an aggregate basis, there may be some impact on individual employees. However, within the aggregate parameters the standardization will be designed to minimize the impact on individual employees.

Notwithstanding any Article of the Agreement, all benefit calculation and accumulation provisions will be adjusted in accordance with the following guidelines:

All existing benefit balances, accrual rates, service criteria for benefit eligibility and service calculations shall be converted to hours.

An employee will receive up to a maximum of one (1) year's service within a given year. The one (1) year of service is based on the established number of hours of either 1,885 or 2,080 depending upon the employee's classification.

One standardized service calculation will apply to all employees.

The calculation of accumulated service will be based on hours and will include the following:

- (a) regular;
- (b) reduced work week;
- (c) leaves with pay or part pay;
- (d) maternity leave plans A and B;
- (e) parental leave;
- (f) Workers Compensation;
- (g) sick leave without pay required to satisfy the elimination period of the LTD plan.

The following periods of accumulated service are not eligible hours for benefit accrual:

- (a) maternity leave;
- (b) parental leave;
- (c) sick leave without pay required to satisfy the elimination period of the LTD plan.

All leaves of absence without pay will affect service in the same way. For example, periods of eligibility/ineligibility for all leave types will be standardized and will be applied consistently to all benefits.

When an employee changes from a seven and one-quarter (7%) hour/day classification to an eight (8) hour/day classification, all hours accumulated would be converted as if the employee has always worked in an eight (8) hour/day classification. Similar conversion would be done if the employee changes from eight (8) to seven and one-quarter (7%). This will ensure no loss or gain in benefit results from conversion.

Service accumulation will commence on the first day of employment and will cease on the last day at work.

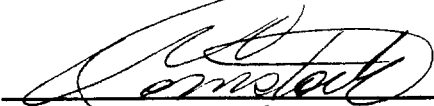
Service accumulation will cease the first day of commencing a status in which the employee is not eligible for accumulation and will recommence when the employee becomes eligible to accumulate.

In calculating earned benefits, amounts will be rounded down to the nearest one-half (W) hour.

The parties recognize the necessity of implementation proceeding without delays because of the systems related deadlines such as the impact of the year 2000. The implementation of this memorandum is not subject to individual grievances or arbitrations. However, the Union retains the ability to file a policy grievance if in its opinion the implementation of hour based benefit calculations is not in accordance with this memorandum. Following implementation of the new calculation system, the parties will meet to review if the changes have produced an unexpected adverse effect. In the event such effects have occurred, the parties will take steps to attempt to ameliorate those effects including reviewing other positive effects that may ensure in aggregate it is cost/benefit neutral.

Any concerns will be reviewed by a two (2) person committee (one (1) appointed by each party) who will seek to resolve concerns consistent with the principles/concepts set out above.

Final conversion to the hour based calculation methodology will be **effective when the new Human Resource Management System is implemented**. Employees will be **advised of the conversion at least three (3) months prior to the date of implementation**.



On Behalf of the Manitoba
Government Employees' Union

Dec. 3, 1997

Date




On Behalf of Government of Manitoba

MEMORANDUM OF AGREEMENT


SUBJECT: LUMP SUM SIGNING BONUS

A one-time lump sum signing **bonus will be paid** to **all** employees on staff as of the **date** of signing of the Agreement. The bonus is not subject to superannuation or group life insurance deductions.

The amount of the payment will be one and one-half percent (1 1/2%) of the basic pay during the base period. The base period is October 26, 1996 to October 24, 1997. The basic pay is the amount an employee has been paid for regular hours worked and **all** other hours paid at regular rates. Example: vacation. It will also include Reduced Work Week days, It will not include the general pay increase, any premiums, allowances, overtime hours or any other hours whether ~~unpaid or partially paid~~ Example: educational leave.


On Behalf of the Manitoba
Government Employees' Union

Dec. 3/1997
Date

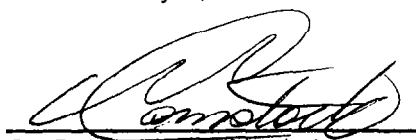

On Behalf of Government of Manitoba

MEMORANDUM OF AGREEMENT


SUBJECT: VISION CARE PLAN

The parties agree to implement a Vision Care Plan effective July 1, 1998 as follows:

- (a) Eligibility requirements for employees and dependents will be the same **as those** in effect for the Dental Plan.
- (b) Co-insurance will be 80%/20%.
- (c) The maximum payment under the Plan will be up to one hundred and fifty dollars (\$150) every twenty-four (24) months for an employee or dependent. This amount will increase to one hundred and ninety dollars (\$190) effective April 1, 1999.
- (d) Coverage will include prescription lenses and eye examinations.
- (e) The fee guide will be the 1998 optometrist/ophthalmologist suggested **fee** January 1, 1999 the 1999 fee guide will be implemented.


On Behalf of the Manitoba
Government Employees Union

Dec. 3, 1997
Date


On Behalf of the Government of
M a n i t o b a

MEMORANDUM OF AGREEMENT

SUBJECT: REDUCED WORK WEEK PROGRAM

Notwithstanding any provision of the collective agreement, the parties agree to a continuation Of the Reduced Work Week Program as follows:


- 1) Government will manage the program in a manner consistent with the 1996-97 Reduced Work Week Program Guidelines.
- 2) Where operational requirements permit and services to the public are not significantly impacted, government administration offices may be closed on the following ten (10) days in 1997:
July 4, 11, 18 and 25
August 1, 8 and 15
December 29, 30 and 31.

Similarly, government administration offices may be closed on the following five (5) days in 1998:
July 3, 10, 17, 24 and 31.


- 3) All essential, emergency, seasonal and inspectional services required will be maintained.
- 4) All employees will be impacted on an equitable basis:
 - (a) ten (10) days in 1997-98 and five (5) days in 1998-99 of leave of absence without pay for full-time year-round employees
 - (b) pro-rated days of leave for part-time, part-year, and/or seasonal employees.
- 5) Pay deductions to be spread out over the 1997-98 and 1998-99 fiscal years.

This Memorandum does not apply to employees who are incumbents in classifications in the Corrections Component. However, these employees may apply to the employing authority for unpaid leaves of absence which may be granted if operational requirements permit. This provision is not grievable or arbitrable.

This Memorandum of Agreement expires March 31, 1999.


On Behalf of the Manitoba
Government Employees Union

Dec 3, 1997
Date


On Behalf of the Government of
Manitoba

MEMORANDUM OF AGREEMENT

SUBJECT: ARTICLE 44 - **GRIEVANCE PROCEDURE**
ARTICLE 45 - GRIEVANCE-ARBITRATION PROCEDURE
ARTICLE 46 - **APPEALS TO THE COMMISSION**


The parties recognize the mutual value of implementing improvements to the existing processes for resolution of grievances.

In order to increase the efficiency and effectiveness of these processes, the parties agree to establish a committee to review all aspects of the grievance, arbitration and appeal processes.

The committee shall consist of six (6) members - three (3) appointed by each party. The committee will be responsible for making joint recommendations to the parties which may include but are not limited to the following:

- (a) two (2) step grievance procedure
- (b) single arbitrator
- (c) reduced use of legal counsel
- (d) increased use of Statements of Fact and Issue (SOFI)
- (e) implementation of mediation-arbitration and expedited arbitration processes
- (f) limitations on the length of arbitration submissions and awards.

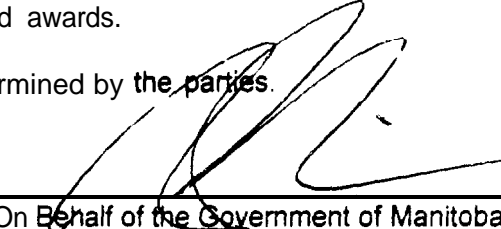
The effective date(s) of the recommendations will be determined by the parties.



 On Behalf of the Manitoba
 Government Employees' Union

Dec. 3, 1997

 Date



 On Behalf of the Government of Manitoba

MEMORANDUM OF AGREEMENT

SUBJECT: REVIEW OF GEMA TEXT

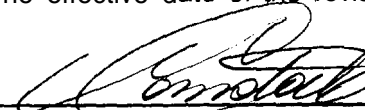
The parties agree to establish a committee which will be responsible for developing joint recommendations for revisions to the text of the Agreement. The Committee will be composed of six (6) members - three (3) appointed by each party.

The revisions would be designed to simplify and clarify the provisions of the Agreement to make it more accessible to employees and managers. The revisions may include, but are not limited to, eliminating unnecessary provisions, reducing the length of some provisions and simplifying complex provisions.

All revisions are intended to be:

- (a) cost neutral. There will be no increased cost or saving to either party resulting from revisions to any of the pay or benefit provisions.
- (b) rights neutral. Neither party will be gaining or losing any rights as a result of revisions.

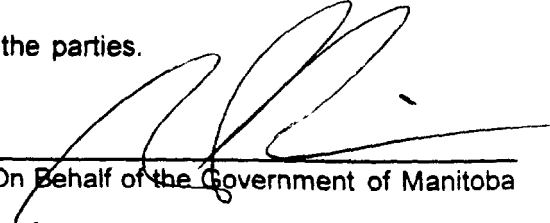
The effective date of the revisions will be determined by the parties.



 On Behalf of the Manitoba
 Government Employees' Union

Dec. 3, 1997

 Date



 On Behalf of the Government of Manitoba

LETTER OF INTENT

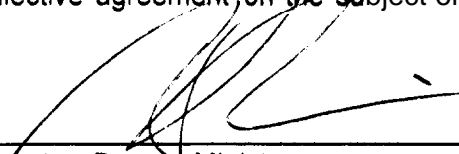
SUBJECT: JOB SHARING

Job sharing is an alternative work arrangement whereby the duties and responsibilities of a full-time position may be restructured in a manner that would accommodate the employment of two (2) or more employees on a part-time **basis**.

The Civil Service Commission will endeavour to inform the Union of existing job **share** situations within the bargaining unit within sixty (60) **days** of the signing of this Agreement.

The Civil Service Commission will inform the Union of new job share arrangements within the bargaining unit as they are brought to its attention.

It is also agreed that the Civil Service Commission will consult with the Union during the life of this collective agreement, on ~~the~~ subject of job sharing and its impact on the bargaining unit.



Assistant Deputy Minister
Labour Relations

Dec 3, 1997

Date

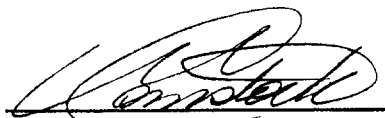
MEMORANDUM OF AGREEMENT

SUBJECT: WORKING AT HOME

The parties agree to form a joint committee consisting of two (2) persons each to address the issue of employees who work at their home. The purpose of the committee will be to develop a memorandum of agreement respecting "working at home".

The union will be referring its concerns respecting equipment, health and **safety**, overtime, stand-by, workers' compensation, monitoring, hours of work, voluntary work at home, a central workplace and productivity to this committee. The parties will not be limited by these union proposals.

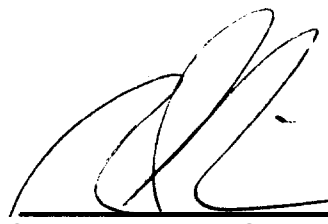
This memorandum is not subject to the grievance or arbitration process.



On Behalf of the Manitoba
Government Employees Union

Dec 3, 1997

Date



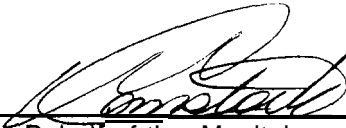
On Behalf of the Government of
Manitoba

MEMORANDUM OF AGREEMENT

SUBJECT: BENEFIT PLAN REVIEW


Upon signing the Agreement the parties will proceed expeditiously to establish a committee to review the benefit plans and examine, within the existing expenditures in the plans, if modifications, efficiencies or greater flexibility could improve the effectiveness of the plans in delivering benefits to employees. This will include, but is not limited to, pharmacare, vision and other health care benefits. The committee will consist of up to six (6) members appointed equally by each party.

The pension proposals will be forwarded to statutory process set out in The Civil Service Superannuation Act for discussion of possible changes to that Act (the ~~Employee~~ **Liaison** Committee/Employer Advisory Committee).



On Behalf of the Manitoba
Government Employees' Union

Dec 3, 1997
Date




On Behalf of Government of
Manitoba

MEMORANDUM OF AGREEMENT

SUBJECT: JOINT EMPLOYEE ASSISTANCE PROGRAM

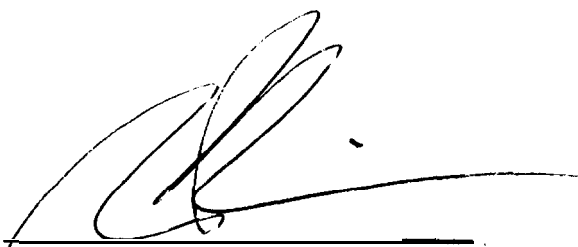
A Joint Employee Assistance Program Committee will be established consisting of up to four (4) representatives appointed by each party to the Agreement

Leave without loss of pay will be granted to up to three (3) representatives of the Union to attend Committee meetings.



On Behalf of the Manitoba
Government Employees' Union

Dec 3 1997
Date



On Behalf of Government of
Manitoba

FLEXIBLE HOURS GUIDELINES

The government policy regarding flexible hours for "office" employees shall apply for the duration of this Agreement and is attached for informational purposes only.

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

- (a) The office must remain open during the hours 8:30 a.m. to 4:30 p.m. with an extension to 5:00 p.m. where it is deemed necessary to provide service to the public.
- (b) Variations in employees' hours of work may occur as a result of staggered starting or finishing times or an alteration in the time allowed for lunch.
- (c) The earliest starting time is 7:30 a.m., the latest finishing time is 6:00 p.m. and the minimum allowable lunch period is forty-five (45) minutes.
- (d) Varied starting or finishing times must comprise a minimum of thirty (30) minutes prior to or after established office hours.
- (e) Service to the public must not be downgraded by the change in hours.
- (f) Employees must work seven and one-quarter (7¹/₄) hours per work day and thirty-six and one-quarter (36¹/₄) hours per week exclusive of lunch periods.
- (g) All employees must be present at work during a core period of 10:00 a.m. to 3:00 p.m., less lunch periods.
- (h) The normal work week continues to be Monday to Friday inclusive.