

**MANITOBA GOVERNMENT EMPLOYEES'
MASTER AGREEMENT**

Between

PROVINCE OF MANITOBA

And

**THE MANITOBA GOVERNMENT AND
GENERAL EMPLOYEES' UNION**

March 27, 2010 – March 21, 2014

10636 (05)

**GOVERNMENT EMPLOYEES' MASTER AGREEMENT
2010 - 2014**

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

THIS AGREEMENT made this 26th day of April, 2011.

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 AND GENERAL 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 expressions listed have the following meanings.
- 1:02 **"accumulated service"** means the equivalent length of service acquired by the employee in accordance with the following:
- (a) accumulated service is calculated based on all hours for which an employee has received regular pay. This includes regular hours worked and approved leaves of absence from the Government of Manitoba where regular pay is maintained;
 - (b) accumulated service does not include overtime hours or any leaves of absence without pay or with partial pay including but not limited to suspensions without pay, worker's compensation and other leave situations;
 - (c) accumulated service must be continuous service;
 - (d) one (1) year of accumulated service for employees in eight (8) hour per day classifications equals 2080 hours of accumulated service. For seven and three-quarter hour day employees, one (1) year of accumulated service equals 2015 hours of accumulated service. For seven and one-quarter (7¼) hour day employees, one (1) year of accumulated service equals 1885 hours of accumulated service. The figures for seven and three-quarter (7¾) hours per day and seven and one-quarter (7¼) hour per day classifications are shown in brackets after the figures for the eight (8) hour per day classifications. Example: 2080 (2015) (1885) hours;
 - (e) when an employee converts from a seven and three-quarter (7¾), or a seven and one-quarter (7¼) hour per day classification to an eight (8) hour per day classification or vice-versa, the employee's accumulated hours of service at the time of conversion will be converted to accumulated years of service. Example: a seven and one-quarter (7¼) hour per day employee works for six (6) months during the year and acquires 942.5 hours of accumulated service. The employee then moves into an eight (8) hour our per day classification. The employee's hours are converted as follows:

$$942.5 \text{ hours} \div 1885 \text{ hours} = .50 \text{ years of accumulated service.}$$
The employee then accumulates service in the eight (8) hour per day classification for the remainder of the year;
 - (f) an employee can only receive a maximum of one (1) year of accumulated service in any twelve (12) month period.

- 1:03 **"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.
- 1:04 **"Agreement"** means this agreement which may be referred to as The Government Employees' Master Agreement.
- 1:05 **"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";
- 1:06 **"calendar service"** means the length of continuous service from the employee's most recent date of hire to the present. Periods of lay-off, while not affecting the continuity of service, are not included in the calculation of calendar service.
- 1:07 **"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. Notwithstanding the foregoing, casual employees may be employed for a short duration to replace employees who are absent for any reason.
- 1:08 **"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:
- (a) officers of elections and election employees employed in that capacity only, other than the Chief Electoral Officer;
 - (b) 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;
 - (c) persons employed to make or conduct a temporary and special inquiry, investigation or examination, on behalf of the Assembly or the government;
 - (d) persons who are patients or inmates in a provincial institution and who help in the work of the institution;
 - (e) any person paid by fees or hired on a special contractual basis or as an independent contractor; and
 - (f) 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.
- 1:09 **"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.
- 1:10 **"Commission"** means the Civil Service Commission, constituted under The Civil Service Act or any person designated as a Commission Officer.
- 1:11 **"continuous service"** means consecutive and contiguous days, weeks, months and/or years of employment with the Government of Manitoba where there has been no break in service involving termination of the employee.
- 1:12 **"department"** means a department of the Executive Government of the Province.
- 1:13 **"departmental employee"** means a person employed in or under the Department of Infrastructure and Transportation, the Department of Water Stewardship or the Department of Conservation whose appointment is made to a position designated as departmental for payroll or budget purposes.
- 1:14 **"dismissal"** means the removal for disciplinary reasons from a position of employment for just cause.

- 1:15 **"employee"** means a person employed in a position in the bargaining unit.
- 1:16 **"employing authority"** means:
- (a) in respect of a department:
 - (i) the minister presiding over a department;
 - (ii) the deputy minister;
 - (iii) any person designated by the minister to act as employing authority in respect of the department on behalf of the minister;
 - (b) in respect to persons employed in the Provincial Audit Branch, the Provincial Auditor;
 - (c) in respect to persons employed in the office of the Ombudsman, the Ombudsman.
- 1:17 **"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.
- 1:18 **"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.
- 1:19 **"lay-off"** means to temporarily remove from a position of employment subject to the employee retaining such rights as set out under this Agreement.
- 1:20 **"minister"** means a minister of the Crown.
- 1:21 **"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.
- 1:22 **"position"** means a position of employment with the government, the person employed for which is a member of the civil service.
- 1:23 **"promotion"** means a change of employment from one (1) position to another having a higher maximum salary.
- 1:24 **"provincial institution"** means:
- (a) 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
 - (b) correctional institutions and detention homes.
- 1:25 **"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.
- 1:26 **"regulation"** means a regulation under The Civil Service Act.
- 1:27 **"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.
- 1:28 **"Union"** means the Manitoba Government and General Employees' Union.
- 1:29 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 27, 2010 and shall continue in effect up to and including March 21, 2014 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 parties agree to exchange proposals for the revision of the Agreement no later than thirty (30) calendar 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 twenty-five and one-half (325½) hours of accumulated service for employees in a seven and three-quarter (7¾) hour per day classification or three hundred and four and one half (304½) hours of accumulated service for employees in a seven and one-quarter (7¼) hour per day classification.
 - (f) casual 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 one hundred and sixty (160) hours of accumulated service. The only provisions of the Agreement which apply to casual employees are those listed in Appendix D – Casual Employees.

- 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 persons employed under the provisions of the Manitoba Conservation Green Team Youth Employment Program.
- 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 seniority; or
 - (ii) two (2) weeks' notice to an employee with less than one (1) year of full-time seniority.
- 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 department will convert 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. Where the term relates to the reasons set out in Section :07, the employee shall be so informed. Failure to comply with the foregoing shall not in itself negate the employee's status as a term employee.
- 5:06 Where the employee is not to be converted in accordance with Section :04, the employee shall be notified in writing of the reasons prior to the completion of twenty-four (24) continuous months of service. Inadvertent failure to provide such notice shall not result in a right to conversion if the other conditions in Section :04 are not met. A meeting may be held with the employee to discuss the matter. The employee has the option to have a union representative present.
- 5:07 Section :06 does not apply:
- (a) where a term employee is replacing an employee who is absent for any reason; or
 - (b) to a term employee whose salary is cost shared under a Federal-Provincial cost sharing agreement which requires, as a condition of cost sharing, that employees are not regular (permanent) employees.

- 5:08 Government representatives will meet with the Union between April 15th and May 31st in each year to review the status of all term employees with more than twenty-four (24) continuous months of service.
- 5:09 The changes to this Article are effective October 1, 2000.

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 24 - 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 second 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 seniority - four (4) weeks written notice or pay in lieu thereof.
 - (b) to an employee with less than one (1) year of seniority - 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 up to twenty-four (24) 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 or provided a reasonable re-employment opportunity, respond to the call back or reasonable re-employment opportunity within seven (7) days of receipt of notification of call back or reasonable re-employment opportunity. An employee accepting a reasonable re-employment opportunity at a lower rate of pay shall retain their recall rights under Section :08 for the duration of the time they would have remained on the re-employment list;
 - (c) return to work within fourteen (14) days of receipt of notification of call back or reasonable re-employment opportunity 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 or reasonable re-employment opportunity in accordance with this Section or be deemed to have resigned.

- 6:10 A "**reasonable re-employment opportunity**" is a position which the employee is reasonably qualified for and able to perform and which is in a location which would not require a change of residence by the employee.
- 6:11 Employees whose classification varies between Labourer and Operator shall be categorized as "Labourer/Operator" for purposes of this Article.
- 6:12 For purposes of this Article, "**qualifications**" refer 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 practiced with respect to any employee by reason of age, sex, marital status, sexual orientation, race, creed, colour, ethnic or national origin, physical disability, political or religious affiliation or membership in the Union or activities in the Union or any other applicable characteristic as set out in the Manitoba Human Rights Code.

Further as set out in the Code, the Parties agree that there shall be no discrimination with respect to any aspect of an employment or occupation, unless the discrimination is based upon bona fide and reasonable requirements or qualifications for the employment or occupation.

- 7:02 All pay and benefit provisions in the Agreement have been negotiated with the specific understanding that the provisions are not discriminatory.

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, Treasury Board Secretariat 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.
- 9:05 Effective the first day of the bi-weekly pay period following October 1, 2012, employees who meet the following criteria shall be eligible for the Long Service Step identified in the pay plan for each classification:
- (i) twenty (20) or more years of calendar service; and
 - (ii) the employee has been at the maximum step of their pay range for a minimum of 12 consecutive months.
 - (iii) eligibility for the Long Service Step is subject to Article 16 – Merit Increases and Appendix “C” – Part Time Employees, Section 5:12 – Merit Increases for Other Than Departmental Employees.
- 9:06 Employees who do not meet the above criteria on the first day of the bi-weekly pay period following October 1, 2012, shall be eligible for the Long Service Step on the employee's anniversary date in which the employee meets both conditions outlined in 9:05 above.

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 Retroactive pay adjustments for the period between the expiration of the previous Agreement and the date of 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, vacant or new positions in the bargaining unit shall be filled in accordance with the following:
- (a) whenever possible and in the public interest, by promotion within the civil service;
 - (b) when in the public interest, by recruiting from without the civil service.
- 11:02 Notwithstanding Section :01, first consideration for filling vacancies or new positions shall be given to persons on the re-employment list.
- 11:03 Where a vacant or new position is to be filled through competition, a bulletin shall be posted for a minimum of ten (10) calendar days.

- 11:04 The bulletin shall state the closing date for applications, the location of the position, the classification, the duties and responsibilities of the position, the qualifications required and the salary range. The Union will be provided with a copy of all bulletins as they are issued.
- 11:05 The selection of employees for vacant or new positions shall be on the basis of qualifications, ability, prior work performance and seniority. Where qualifications, ability and prior work performance are relatively equal, seniority shall be the determining factor.
- 11:06 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.
- 11:07 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. An employee who has been given the reasons for non-acceptance verbally, may then request that the reasons be provided in writing and the reasons shall be provided in writing by the Employer.
- 11:08 A regular employee may apply for and be appointed to a term position as a regular employee provided that the department has developed an employment plan which will return the employee to the employee's regular position or an acceptable alternate position.

MEDICAL FITNESS

- 12:01 A physical examination by a duly qualified medical practitioner acceptable to Treasury Board 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 Treasury Board, should be given a physical examination.
- 12:02 Treasury Board 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.
- 13:02 An employee's probation period may be extended by the deputy minister or designate. Such extension may be for a maximum period of six (6) months.
- 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 An employee's probation period of six (6) months plus any extension shall be considered the initial probation period. This initial probation period shall not exceed twelve (12) months.

- 13:05 An employee who is rejected during the initial probation period may grieve the rejection at Step 2 of the grievance procedure within fifteen (15) working days from the date the employee received notice of the rejection. The deputy minister or designate shall hold a hearing to discuss the grievance with the employee and the employee's representative. The decision at Step 2 shall be final for such grievances.
- 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 2 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 1,008 regular hours of work during that twelve (12) month period. If an employee has not accumulated 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 1,008 regular hours during the preceding twenty-four (24) month period. In a similar manner, an employee who has not accumulated 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 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 day 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 1 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 2 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 Notwithstanding 18:01 and 18:02, an employee who is retiring in accordance with the provisions of the Civil Service Superannuation Act, may, with the approval of the Employing Authority, be permitted to utilize paid leave in the form of vacation or banked time to be taken immediately prior to the employee's retirement date. In this circumstance, the effective date of resignation shall be deemed to be the last day of the employee's paid leave.

- 18:04 Subject to Sections :05, :06 and :07, 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.
- 18:05 Subject to Section :07 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.
- 18:06 An employee may, with the approval of the employing authority, withdraw the notice of resignation at any time before the resignation becomes effective.
- 18:07 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.
- 18:08 Employees are required to return all materials, equipment, keys etc. belonging to the Employer at or prior to the date of resignation.

CONTRACTING OUT

- 19:01 Where work is to be contracted out which would result in the redundancy of employees in the bargaining unit, then the government will provide the Union with four (4) months' notice.
- 19:02 During the notice period, the Joint Labour Management Consultation Committee in the department shall meet to discuss the reasons and possible alternatives to the proposed contracting out as well as to facilitate potential retraining and/or redeployment opportunities.
- 19:03 Where the contracting out initiative affects more than one department, a central Labour Management Consultation Committee will be created with representatives of departments affected, the Labour Relations Division and the Union.
- 19:04 At the request of either party, the matter shall be discussed at Joint Council.

DEVOLUTION AND TRANSFER OF SERVICES

- 20:01 In the event of the devolution and transfer of government services provided by employees covered by this Agreement to a Crown Corporation, Board, Agency, Commission or other entity established by government, the Union shall be notified no less than four (4) months prior to the transfer of employees. The parties will establish a joint committee to facilitate the orderly transfer of employees who are impacted.
- 20:02 Where the successorship provisions of The Labour Relations Act have been determined to apply, the provisions of the Master Agreement continue in effect for the affected employees until the expiry of the Agreement.
- 20:03 The government and the Union will work together with the successor employer to negotiate a transition agreement respecting the administration and interpretation of the Master Agreement during the period required to negotiate a new collective agreement.
- 20:04 The government will make reasonable efforts and give priority consideration to obtaining employment opportunities:
- (a) with the new employer for employees who are not being transferred; and
 - (b) within government for employees who do not wish to transfer to the new employer.
- 20:05 Sections :02 and :03 do not apply to devolution and transfers to other levels of governments.
- 20:06 The provisions of this Article do not apply to secondment of employees.

TECHNOLOGICAL CHANGE

- 21:01 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.
- 21:02 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.
- 21:03 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.
- 21:04 Where the government intends to introduce technological change, the following procedure will be followed:
- (a) the government will provide the Union with six (6) months 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 except where the retraining is not available during the employee's normal working hours;
 - (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.
- 21:05 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.

WORK AT HOME

- 22:01 Work at home arrangements shall be voluntary and may be terminated by either party with thirty (30) days notice.
- 22:02 Government shall supply the necessary equipment and supplies to employees working at home and shall be responsible for the insurance and maintenance costs of such equipment.
- 22:03 Working at home shall not affect the employment status of any employee. A person who would not otherwise be an employee will not become one because they are performing work from an off-site location. Similarly, it will not prevent a person from remaining or becoming an employee if they otherwise would be an employee.
- 22:04 All provisions of the Agreement apply to work at home arrangements except as otherwise agreed by the parties.
- 22:05 Work at home arrangements refers to work performed at an employee's home during regular work hours. The provisions of this Article refer to long term arrangements only.
- 22:06 Government reserves the right to attend at the employee's home with reasonable notice to inspect and repair its equipment as necessary.
- 22:07 A joint committee will be established to review specific work at home issues not covered by these provisions.

CHANGE OF WORK HEADQUARTERS

- 23:01 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 three (3) months 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.
- 23:02 An employee must accept or reject relocation within two (2) weeks. Where an employee has accepted relocation, the employee may request that the effective date of the relocation be deferred by up to one (1) month for personal reasons such as the impact on school-age children.
- 23:03 The parties recognize that it may be necessary to relocate specific employees based on operational needs and the qualifications required at both locations. Where this is not a factor, the department will seek qualified volunteers at the transferring location. Where there are insufficient volunteers, the notice shall be provided to the most junior qualified employee within the classification and work location from which the relocation is to occur. Notwithstanding this process, the original relocation date as established in Section :01 remains unchanged.
- 23:04 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.
- 23:05 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 25 - Severance Pay.
- 23:06 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.
- 23:07 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". The parties agree to establish a joint committee to review the existing policy respecting "Expenses of Removal or Transfer" and recommend changes to government.
- 23:08 Articles 23:01 to 23:07 inclusive apply to Resources Officers except in situations involving compulsory transfers. In these situations the provisions of the letter of intent "Resource Officers Compulsory Transfers" shall apply.

LAY-OFF

- 24:01 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.
- 24:02 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.
- 24:03 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 seniority;
 subgroup (2) - regular employees and non-seasonal departmental employees, with less than four (4) years of seniority;
 subgroup (3) - regular employees and non-seasonal departmental employees, with four (4) or more years of seniority.

- 24:04 Within the group of employees concerned, lay-off of subgroup (1) and (2) employees 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.
- 24:05 A subgroup (3) employee who is to be laid-off and who elects to exercise the employee's displacement option may displace the most junior employee in the employee's current class and department subject to the following:
- (a) the employee must have the qualifications and ability to perform the duties which the remaining employees will be required to perform;
 - (b) the employee may only decline the displacement opportunity under Subsection (a) if the position is in a location which would require a change of residence of the employee;
 - (c) If the employee cannot displace the most junior employee under Subsection (a) or declines the displacement opportunity under Subsection (b), the employee may then elect to displace the next most junior employee in the class and department;
 - (d) the process will continue in this manner until the employee is able to displace an employee in the class or there are no displacement opportunities;
 - (e) a subgroup 3 employee who is displaced and is to be laid-off and who elects to exercise the employee's displacement option may displace the most junior employee in the employee's current class and department in accordance with the process in this Section.
- 24:06 A subgroup (3) employee who is to be laid-off and who has no displacement option within the employee's class in the department as a result of Subsection :05(a) or (b) may elect to displace the most junior employee in the department in another class which has the same or lower maximum rate of pay. For this purpose, the rate of pay will be based on the bi-weekly rate of pay in the pay plan. The displacement process in that class will follow the provisions of Section :05.
- 24:07 Notwithstanding the process required in Sections :05 and :06, the effective date of the lay-off will not change from that initially provided to the subgroup (3) employee. The parties agree to take any steps necessary to expedite the process to ensure that an employee who is to be laid-off as a result of the displacement process, receives as much notice as possible. As a result, employees who elect to exercise their displacement rights must participate in and cooperate fully with the process or forfeit their displacement right.
- 24:08 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.
- 24:09 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 seniority.
- 24:10 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 seniority;
 - (c) two (2) weeks' notice will be provided to term employees with less than one (1) year of seniority.
- 24:11 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 seniority.

- 24:12 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).
- 24:13 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.
- 24:14 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.
- 24:15 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 second step of the procedure.
- 24:16 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.
- 24:17 An employee who is entitled to displace another employee in accordance with the provisions of this Article may have a familiarization period in the new position. The purpose of the familiarization period is to allow the employee to become oriented to the specific duties of the position. The familiarization period is not intended to be a period during which an employee acquires the necessary qualifications and ability to enable the employee to displace another employee.
- 24:18 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.
- 24:19 Employees who are laid-off shall be placed on a re-employment list for a period of up to twenty-four (24) months from the effective date of the lay-off.
- 24:20 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.
- 24:21 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.
- 24:22 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 or provided a reasonable re-employment opportunity, respond to the call-back or reasonable re-employment opportunity within seven (7) days of receipt of notification of call-back or reasonable re-employment opportunity. An employee accepting a reasonable re-employment opportunity at a lower rate of pay shall retain their recall rights under Section :21 for the duration of the time they would have remained on the re-employment list;
 - (c) return to work within fourteen (14) days of receipt of notification of call-back or reasonable re-employment opportunity 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 or reasonable re-employment opportunity in accordance with this Section or be deemed to have resigned.

- 24:23 A “**reasonable re-employment opportunity**” is a position which the employee is reasonably qualified for and able to perform and which is in a location which would not require a change of residence by the employee.
- 24:24 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.
- 24:25 Employees on a re-employment list may be offered re-employment to other positions within the service.
- 24:26 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 re-employment list for the greater of six (6) months or the remainder of the employee's twenty-four (24) month period on the re-employment list. An employee found to be unsuitable may grieve the decision commencing at Step 2 of the grievance procedure. The decision at Step 2 may be appealed to the Civil Service Commission. The decision of the Commission is final for such grievances.
- 24:27 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 twenty-four (24) month period if applicable.
- 24:28 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

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

- 25:04 In the case of employees with nine (9) or more years of accumulated service whose services are terminated as a result of death, the employee's estate shall be paid severance pay in the amount of one (1) week's pay for each complete year of continuous employment or portion thereof, but the total amount of severance pay shall not exceed fifteen (15) weeks' pay. Example: ten (10) years, eight (8) complete months of accumulated service equals ten and eight-twelfths (10 8/12) years of continuous service for purposes of calculation.
- 25:05 Where an employee in the employee's ninth (9th) year of accumulated service fails to complete nine (9) years' accumulated service as a result of death, the employee's estate shall be paid severance pay on the basis of nine (9) weeks' pay multiplied by the factor of the number of complete months service completed in the employee's ninth (9th) year divided by twelve (12) months.
- 25:06 Employees with one (1) or more years of accumulated service whose services are terminated as a result of permanent lay-off, shall be paid severance pay in the amount of one (1) week's pay for each complete year of continuous employment or portion thereof, but the total amount of severance pay shall not exceed twenty-six (26) weeks' pay.
- 25:07 Where an employee in the employee's first (1st) year of accumulated service fails to complete one (1) year's accumulated service as a result of permanent lay-off, the employee shall be paid severance pay on the basis of one (1) week's pay multiplied by the factor of the number of complete months service completed in the employee's first (1st) year divided by twelve (12) months.
- 25:08 An employee who is eligible to receive severance pay in accordance with this Article may elect to receive the severance pay in two equal payments provided both payments occur within the same fiscal year as the effective date of the retirement or permanent lay-off. In the case of severance payable on permanent lay-off, this provision only applies if the employee immediately elects permanent lay-off upon receiving notice of lay-off and waives the right to be placed on the re-employment list.
- 25:09 The rate of pay referred to in this Article shall be determined on the basis of the last regular bi-weekly rate of pay, excluding allowances, which was in effect for the employee at the time of retirement, permanent lay-off, or death. Subject to Section :11, 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), thirty-eight and three-quarters (38¾) or forty (40) hours per week.
- 25:10 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 :11, 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.
- 25:11 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

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

New Year's Day	Civic Holiday
Louis Riel Day	Labour Day
Good Friday	Thanksgiving Day
Easter Monday	Remembrance Day
Victoria Day	Christmas Day
Canada Day	Boxing Day
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.

26:02 When December 24th falls on a Monday through Friday, the following shall apply:

- (a) all government offices shall be closed at 1:00 p.m. in the afternoon;
- (b) other government work locations may be closed at 1:00 p.m. or operated at reduced staffing levels after 1:00 p.m. at the sole discretion of the employing authority and provided services to the public are not affected;
- (c) where the employing authority requires an employee to work a full shift, the employee shall be entitled to one-half ($\frac{1}{2}$) day of compensatory leave to a maximum of four (4) hours;
- (d) the day shall be considered a full working day for calculation purposes. Example: an employee on vacation will be deducted one (1) day's vacation credit for the day.

26:03 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.

26:04 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(b) does work on the holiday, the employee shall be paid wages equivalent to one and one-half times ($1\frac{1}{2}x$) the employee's regular rate for the time worked on that day.

26:05 Subject to Section :07, 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 one and one-half times ($1\frac{1}{2}x$) 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.

26:06 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.

26:07 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 ($1\frac{1}{2}x$) 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 ($1\frac{1}{2}x$) 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 :05(a) or :05(b).

26:08 Subject to Section :09, the accumulated compensatory leave referred to in Section :07 above, shall be taken in the vacation year in which it is earned.

26:09 The employing authority may allow accumulated compensatory leave in lieu of statutory holidays to be carried forward to the next vacation year.

- 26:10 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.
- 26:11 An employee who leaves the service, shall receive pay in lieu of the compensatory leave that has not been granted.
- 26:12 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

- 27:01 For purposes of this Agreement, a vacation year is the period beginning on April 1 and ending on March 31 of the next year.
- 27:02 Vacation leave credits are calculated based on accumulated service. In addition, for purposes of calculation of vacation credits only, an employee shall be considered to have earned accumulated service in accordance with the following:
- (a) 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;
 - (b) full-time employees will receive vacation credits during approved leaves of absence without pay up to a maximum of forty (40) hours in a vacation year.
- 27:03 Under no circumstances can an employee earn more than the maximum vacation credits that can be accumulated in any vacation year; i.e. fifteen (15), twenty (20), twenty-five (25) or thirty (30) vacation credits per vacation year.
- 27:04 Employees shall earn vacation leave credits during each vacation year on the following basis:
- (a) employees who have completed less than two (2) calendar years of service, shall earn vacation credits at the rate of a maximum of fifteen (15) credits for 2,080 (2,015) (1,885) hours of accumulated service to be taken in the vacation year following the vacation year in which the vacation is earned;
 - (b) commencing from the beginning of the vacation year in which two (2) calendar years of service will be completed, employees shall earn vacation credits at the rate of a maximum of twenty (20) credits for 2,080 (2,015) (1,885) hours of accumulated service to be taken in the vacation year in which three (3) calendar years of service are completed and yearly thereafter;
 - (c) commencing from the beginning of the vacation year in which nine (9) calendar years of service will be completed, employees shall earn vacation credits at the rate of a maximum of twenty-five (25) credits for 2,080 (2,015) (1,885) hours of accumulated service to be taken in the vacation year in which ten (10) calendar years of service are completed and yearly thereafter;
 - (d) commencing from the beginning of the vacation year in which nineteen (19) calendar years of service will be completed, employees shall earn vacation credits at the rate of a maximum of thirty (30) credits for 2,080 (2,015) (1,885) hours of accumulated service to be taken in the vacation year in which twenty (20) calendar years of service are completed and yearly thereafter;

Notwithstanding subsections (a), (b), (c) and (d), employees terminating in their second (2nd) calendar year of service shall have their vacation leave credits cashed out at the rate of a maximum of fifteen (15) credits for 2,080 (2,015) (1,885) hours of accumulated service. Employees terminating in their ninth (9th) calendar year of service shall have their vacation leave credits cashed out at the rate of a maximum of twenty (20) credits for 2,080 (2,015) (1,885) hours of accumulated service. Employees terminating in their nineteenth (19th) calendar year of service shall have their vacation leave credits cashed out at the rate of a maximum of twenty-five (25) credits for 2,080 (2,015) (1,885) hours of accumulated service.

- 27:05 To calculate the number of vacation hours an employee has earned in a vacation year:
- (a) determine the number of hours of accumulated service as determined in Section :02 that the employee has earned in a vacation year to a maximum of 2,080 (2,015) (1,885) hours;
 - (b) divide by 2,080 (2,015) (1,885);
 - (c) multiply by the employee's vacation leave credit accrual rate, i.e. fifteen (15), twenty (20), twenty-five (25), or thirty (30);
 - (d) multiply by the daily hours for the employee's classification, i.e. eight (8) or seven and three-quarters (7¾) or seven and one-quarter (7¼) and round down to the nearest quarter (¼) hour.

Example: An employee has 1,920 hours of accumulated service in the vacation year, the employee's credit rate is fifteen (15) and the employee's classification is an eight (8) hour day classification. $1,920 \div 2,080 \times 15 = 13.846 \times 8 = 110.768$ rounded down to 110.75 vacation hours eligible to be taken in the following vacation year.

- 27:06 Vacation credits do not accrue when an employee receives a vacation pay cash out in lieu of vacation time taken.
- 27:07 An employee shall accumulate vacation credits from the date of commencement of employment.
- 27:08
- (a) Subject to Section :08(e) vacation leave shall be taken in the vacation year following the vacation year in which it is earned. However, with the approval of the employing authority, vacation that has been earned in a vacation year may be taken in that vacation year;
 - (b) under no circumstances shall vacation leave be taken in advance of when it was earned;
 - (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) 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;
 - (f) the employing authority may authorize an employee to take vacation leave in two (2) or more periods;
 - (g) 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.
- 27:09 Where an employee dies, the employee's estate shall receive the employee's accumulated vacation credits.
- 27:10 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.
- 27:11 Medical Technologists who train in provincial laboratories of the Department of Health shall, for the purpose of long service vacation entitlement, be credited with time spent training in such provincial laboratories provided that they become employed with the department within two (2) years from the date they successfully completed such training.
- 27:12 The following vacation provisions shall apply only to those designated departmental employees of the Department of Infrastructure and 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 2:02 (a), (b) and (c) of the Trades, Operations and Services Component:
- (a) eligible employees shall accrue vacation credits based on their accumulated service in the vacation year. Notwithstanding Sections :03 and :04, for the purpose of calculation of vacation credits only, these employees shall be subject to the following maximum number of accumulated service hours in the vacation year:
 - (i) 2,528 hours for fifty-four (54) hour week employees
 - (ii) 2,240 hours for forty-five (45) and fifty/forty (50/40) hour week employees;
 - (b) when taking vacation, these employees shall have their vacation credits reduced by their

actual scheduled hours for the day/week of vacation, i.e. based on an eight (8), nine (9), ten (10), or eleven (11) hour day.

- 27:13 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.
- 27:14 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.
- 27:15 Subject to the requirements of personnel in a branch of a department, vacation leave shall be rotated regardless of seniority of employment.

SICK LEAVE

- 28:01 It is agreed by both parties that earned sick leave entitlement shall be granted by Treasury Board where an employee is unable to be at work and perform the employee's regular duties as a result of illness or injury.
- 28:02 The sick leave to which an employee is entitled shall accumulate:
- (a) during the first four (4) years of calendar service at the rate of 4.0 (3875) (3.625) hours for each 80 (77.5) (72.5) hours of accumulated service; and
 - (b) after the first four (4) years of calendar service, at the rate of 8.0 (7.75) (7.25) hours for each 80 (7.75) (72.5) hours of accumulated service.
- 28:03 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.
- 28:04 Subject to Sections :05 and :06, sick leave shall not accumulate beyond two hundred and eight (208) working days (1,664 (1612) (1,508) hours).
- 28:05 Treasury Board, 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) calendar years but less than fifteen (15) calendar years, and who has been granted not more than two hundred and eight (208) working days (1,664 (1612) (1,508) hours) 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 (1,824 (1767) (1,653) hours);
 - (b) to an employee who has been employed for not less than fifteen (15) calendar years but less than twenty (20) calendar years, and who has been granted not more than two hundred and twenty eight (228) working days (1,824 (1767) (1,653) hours) 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 (2,048 (1984) (1,856); and
 - (c) to an employee who has been employed for not less twenty (20) calendar years and who has been granted not more than two hundred and fifty-six (256) working days (2,048 (1984) (1,856) hours) 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 (2,368 (2294) (2,146) hours).

- 28:06 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 :05.
- 28:07 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 (1,664 (1612) (1,508) hours) in accordance with Section :02.
- 28:08 An employee shall accumulate sick leave credits from the date of commencement of employment.
- 28:09 Sick leave shall not be taken in advance of when it is earned.
- 28:10 Sick leave shall not accumulate during periods when an employee is absent on sick leave and/or absent on Workers Compensation for a period of more than ten (10) consecutive working days.
- 28:11 Medical Technologists who train in provincial laboratories of the Department of Health shall, if upon completion of their training they become employed with the department as qualified technologists, be credited with sick leave accumulated in accordance with Section :02 during their training period in the provincial laboratory.
- 28:12 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.
- 28:13 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 Treasury Board 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 Treasury Board and/or the employing authority, the employee shall not be entitled to be paid for the period of absence.
- 28:14 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 Treasury Board and/or the employing authority, either a medical certificate or a sworn statutory declaration as required under Section :13. Failure to produce a certificate or statutory declaration acceptable to Treasury Board and/or the employing authority will result in a loss of pay for the period of absence.
- 28:15 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.
- 28:16 When an employee is unable to work and is in receipt of an income replacement indemnity (IRI) from the Manitoba Public Insurance (MPI) 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.

28:17 Effective April 1, 2011, time off for medical and dental examinations or treatments, including reasonable travel time, shall be granted to employees and such time off shall be chargeable against the employees accumulated sick leave credits.

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

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

Should it be necessary for an employee to attend a doctor or dentist outside of their community by reason of non-availability of service in their community, the employee shall be allowed up to one (1) shift off with pay, to the extent that sick leave credits have been accumulated, for the time necessary to attend such appointment to the nearest point of available service. Employees residing north of the 53rd parallel shall be allowed up to two (2) shifts off with pay.

ADDICTIONS

29:01 The parties recognize that alcohol and drug misuse does occur and that such misuse has the potential to adversely affect an employee's work performance. Subject to government approval, an employee will be granted sick leave to pursue treatment that involves time away from work for participation in residential, in-patient or out-patient services.

WORKERS COMPENSATION

30:01 If an employee is absent from work as a result of an injury for which a Workers Compensation claim has been filed and provided the employee has sufficient sick leave credits, the following shall apply:

- (a) for the first fifteen (15) working days of the employee's absence, the employee will be placed on sick leave;
- (b) any amounts payable to the employee from Workers Compensation shall be remitted directly to the government;
- (c) if the employee's Workers Compensation claim is approved the employee will be re-credited with ninety percent (90%) of the sick leave granted during the fifteen (15) day period.

30:02 Those employees who are on Workers Compensation beyond the fifteen (15) day period in Section :01 and who have sufficient sick leave, it is the intention of the parties that the employee's net salary will be maintained consistent as if they were in receipt of regular sick leave having regard for the non-taxable status of Workers Compensation allowances. Any additional payment amount required to maintain net salary will be chargeable to the employee's sick leave credits. The parties agree to establish a joint committee to review current administrative procedures to ensure that this principle is maintained.

30:03 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 absence, related to the injury or disability, commenced.

30:04 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.

30:05 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.

- 30:06 Where an employee is in receipt of Workers Compensation as a result of an injury incurred in the course of the performance of the employee's duties and is absent from work as a result, such absence shall not be considered to be part of the employee's personal absenteeism record.

COMPASSIONATE LEAVE

- 31:01 An employee shall be entitled to compassionate leave of four (4) working days without loss of salary in the event of the death of a parent, step-parent, spouse, child or step-child.
- 31:02 An employee shall be entitled to compassionate leave of three (3) working days without loss of salary in the event of the death of a brother, step-brother, sister, step-sister, ward of the employee, or relative permanently residing in the employee's household or with whom the employee permanently resides.
- 31:03 An employee shall be entitled to compassionate leave of one (1) working day without loss of salary in the event of the death of the employee's grandparent, son-in-law, daughter-in-law, brother-in-law, sister-in-law, mother-in-law, father-in-law, aunt, uncle, or grandchild.
- 31:04 An employee who is entitled to compassionate leave under Sections :01, :02 and :03 during vacation leave shall receive vacation credits equal to the number of days of compassionate leave granted.
- 31:05 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.
- 31:06 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 in excess of two hundred and twenty-five (225) kilometres from the employee's home.

FAMILY RELATED LEAVE

- 32:01 An employee shall be entitled to up to five (5) days of leave with pay in each fiscal year to be granted on the recommendation of the employing authority as follows and charged against the employee's sick leave credits:
- (a) the leave shall be for the purpose of attending to family responsibilities which are real, immediate and unavoidable and which necessitate the employee's absence from work;
 - (b) the family responsibilities of the employee could not reasonably be accommodated by some other person or in some other way or at some other time;
 - (c) the amount of leave is intended to cover the period until appropriate alternative arrangements can be made.
- 32:02 An employee's sick leave accumulation under Article 28 – Sick Leave will not be reduced to less than twelve (12) days per year as a result of the application of this provision.

PATERNITY LEAVE

- 33:01 An employee shall be granted one (1) day's leave with pay, to attend to needs directly related to the birth of his/her child. At the employee's option, such leave shall be granted on the day of, or the day following the birth of his/her child or the day of the birth mother's admission to or discharge from hospital or such other day as may be mutually agreed.
- 33:02 Employees who qualify for Paternity Leave, as per 33:01, are not eligible for Maternity Leave under Article 34 and/or Adoptive Parent Leave under Article 35.

MATERNITY LEAVE

34:01 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

34:02 In order to qualify for Plan A, a pregnant employee must:

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

34:03 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) Treasury Board may vary the length of maternity leave upon proper certification by the attending physician, and recommendation by the employing authority.

34:04 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 re-accumulation 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

34:05 In order to qualify for Plan B a pregnant employee must:

- (a) have completed seven (7) continuous months of employment for or with the government;
- (b) submit to the employing authority an application in writing, for leave under Plan B at least four (4) weeks before the day specified by her in the application as the day on which she intends to commence such leave;
- (c) provide the employing authority with a certificate of a duly qualified medical practitioner certifying that she is pregnant and specifying the estimated date of her delivery;
- (d) provide the employing authority with proof that she has applied for Employment Insurance benefits and that The Department of Human Resources and Skills Development Canada (HRSDC) has agreed that the employee has qualified for and is entitled to such Employment Insurance benefits pursuant to Section 22, Employment Insurance Act.

34:06 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 36 - 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 36 - 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.
- (e) Should she return to work as provided above but fail to complete her return service commitment, she is indebted to the government for a pro-rated amount based on the number of months she has remaining on her return service commitment, rounded to the nearest full week.

- 34:07 At the employee's request the employing authority 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.
- 34:08 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) Treasury Board may vary the length of maternity leave upon proper certification by the attending physician, and recommendation by the employing authority.
- 34:09 During the period of maternity leave, an employee who qualifies is entitled to a Supplement to Employment Insurance (EI) Maternity Benefits 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.
- 34:10 Plan B does not apply to term employees or employees who normally are subject to seasonal lay-off.
- 34:11 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.
- 34:12 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.
- 34:13 Section 57 and Sections 60(1) through 60(4) inclusive of the Employment Standards Code respecting maternity leave shall apply "mutatis mutandis".

ADOPTIVE PARENT LEAVE

- 35:01 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

- 36:01 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
 - (c) adopt a child under the law of a province.
- 36:02 An employee who qualifies under Section :01 must:
- (a) have completed seven (7) continuous months of employment and
 - (b) submit to the employing authority an application in writing for parental leave at least four (4) weeks before the day specified in the application as the day on which the employee intends to commence the leave.
- 36:03 An employee who qualifies in accordance with Sections :01 and :02 is entitled to parental leave without pay for a continuous period of up to thirty-seven (37) weeks.
- 36:04 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.

- 36:05 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

- 37:01 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 calendar service at the time of resigning;
 - (b) the resignation itself must indicate the reason for resigning;
 - (c) the break in service shall be for no longer than six (6) years, and during that time the 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

- 38:01 Where an employee, because of the action of an inmate, patient or client of government, suffers damage to, or loss of, eye-glasses, false teeth, a watch or other personal effects usually carried to work by the employee in the performance of the employee's duties including clothing but not including underwear, the employee shall be reimbursed at:
- (a) full replacement cost provided that the item that is lost or damaged beyond repair has been purchased within six (6) months of the incident;
 - (b) If the item has been purchased within six (6) months to two (2) years of the incident, at eight-five percent (85%) of the replacement cost;
 - (c) at seventy-five percent (75%) of the replacement cost in all other cases.

In calculating replacement cost, proof of purchase must be submitted and Provincial Sales Tax (PST) and Goods and Services Tax (GST) are included.

- 38:02 Where a workshop operated by the government is available to make repairs to personal effects damaged as mentioned in Section :01, the repairs shall be made in the workshop at no cost to the employee. Costs of other repair shall be reimbursed to the employee.
- 38:03 All incidents of loss of, or damage to personal effects as mentioned in Section :01, shall be reported in writing by the employee whose personal effects are lost or damaged to the employing authority within twenty-four (24) hours of the incident.
- 38:04 Each incident respecting loss of, or damage to, personal effects as mentioned in Section :01 shall be assessed separately, and the employing authority shall recommend the amount of compensation that should, in the employing authority's opinion, be paid in respect of each incident.
- 38:05 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.
- 38:06 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.

- 38:07 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.
- 38:08 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.
- 38:09 Where compensation is available from an employee's personal insurance or otherwise for the loss or theft of or damage to the employee's tools, equipment or personal effects or for luxury items, the deductible portion may be claimed.
- 38:10 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 Treasury Board Secretariat 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, or if they are covered, the amount of the deductible for which reimbursement is being claimed under this Article.
- 38:11 Claims approved by Treasury Board Secretariat shall be paid in accordance with Section :01.

REMOTENESS ALLOWANCE

- 39:01 The government shall provide remoteness allowances as shown in Appendix "B" which is attached hereto and which forms part of this Agreement.

DENTAL PLAN

- 40:01 The parties agree to the continuation of the Dental Services Plan with the following changes:
- (a) the basis for payment for covered services shall be the 2009 Manitoba Dental Association (MDA) Fee Guide;
 - (b) the 2012 MDA Fee Guides will be implemented effective April 1, 2012, and the current MDA Fee Guide shall be in effect on April 1 of each year thereafter;
 - (c) dental coverage will continue for the first seventeen (17) weeks of Maternity Leave effective the first of the month following the date of signing and limited to maternity leaves commencing on and after that date;
 - (d) part-time employees are eligible for family coverage based on fifty percent (50%) of the annual maximum per claimant.

VISION CARE PLAN

- 41:01 The parties agree to the continuation of the Vision Care Plan with the following changes:
- (a) the basis for payment for covered services shall be the 2009 Optometric or Ophthalmological Fee Guide;
 - (b) the 2012 and 2013 Fee Guides will be implemented effective April 1 of each respective year;
 - (c) changes to the Dental Plan respecting eligibility during Maternity Leave and pro-rated family coverage for part-time employees will also apply to the Vision Care Plan;
 - (d) part-time employees are eligible for family coverage based on fifty percent (50%) of the annual maximum per claimant.

DRUG PLAN

- 42:01 The parties agree to the continuation of the Drug Care plan as follows:
- (a) eligibility requirements for employees and dependents are the same as the Dental Services Plan;
 - (b) co-insurance based on 80% reimbursement;
 - (c) the maximum payment per contract (family) is seven hundred dollars (\$700) per year;
 - (d) effective April 1, 2012, the maximum payment per contract (family) is seven hundred and fifty dollars (\$750) per year.
 - (e) effective April 1, 2013 the maximum payment per contract (family) to eight hundred dollars (\$800) per year;
 - (f) part-time employees are eligible for family coverage based on fifty percent (50%) of the annual maximum per claimant.

HEALTH AND SAFETY

- 43:01 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.
- 43:02 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.
- 43:03 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.
- 43:04 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.
- 43:05 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.
- 43:06 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.
- 43:07 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.
- 43:08 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 ($\frac{1}{2}$) of the management members and one-half ($\frac{1}{2}$) 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 (i) 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.

43:09 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.

43:10 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.

43:11 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.

- 43:12 (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.
- 43:13 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.
- 43:14 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.
- 43:15 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.
- 43:16 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

- 44:01 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.
- 44:02 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.
- 44:03 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 once per fiscal year, to help offset the cost to the employee of purchasing approved safety footwear. The allowance of one hundred and ten dollars (\$110.00) is increased as follows:
- (a) effective April 1, 2012 – one hundred and thirty dollars (\$130.00);
- (b) effective April 1, 2013 – one hundred and fifty dollars (\$150.00)
- 44:04 The allowance will be paid under the following conditions:
- (a) the safety footwear purchased must be approved by the Canadian Standards Association; and
- (b) satisfactory proof of purchase must be provided by the 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.
- 44:05 Where an employee who has worked for a fiscal year and has not claimed the allowance in that fiscal year, purchases safety footwear in the next fiscal year, the employee is eligible to claim up to twice the maximum allowance in that next fiscal year.

- 44:06 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.
- 44:07 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 2 shall be final for such grievances.

VIDEO DISPLAY TERMINALS

- 45:01 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 Treasury Board Secretariat and the parties will meet without delay in an effort to resolve the matter.
- 45:02 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

- 46:01 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 Human Resources of the department concerned;
 - (b) requests for leave shall be made with reasonable advance notice and shall be granted where operational requirements permit. Where special or unusual circumstances prevent three (3) working days notice being given, the request will be considered. No request will 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.
- 46:02 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.
- 46:03 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.
- 46:04 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).
- 46:05 Union staff members shall not visit employees at their place of work unless prior approval has been obtained from the employee's supervisor.

- 46:06 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.
- 46:07 Upon request, a Union representative shall be provided with the opportunity to meet with newly hired employees for up to twenty (20) minutes during regular working hours. The time shall be established by agreement subject to operational requirements.

RIGHTS OF STEWARDS

- 47:01 "**Steward**" means an employee elected or appointed by the Union who is authorized to represent the Union, an employee or both.
- 47:02 The government recognizes the Union's right to select stewards to represent employees.
- 47:03 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.
- 47:04 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.
- 47:05 Stewards and employees shall not conduct Union business during their working time except as provided in Section 46:07.
- 47:06 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.
- 47:07 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.
- 47:08 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).
- 47:09 The Government recognizes the Union has instituted a chief steward program and that the Union will be discussing time off arrangements under Section 45:01 with departments, which will allow for chief stewards to perform their duties.

UNION SECURITY

- 48:01 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.
- 48:02 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.
- 48:03 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.

- 48:04 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.
- 48:05 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

- 49:01 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

- 50:01 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.
- 50:02 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 3 of the grievance procedure.

- 50:03 Notwithstanding Section :02, an employee may complain or grieve on any unsatisfactory working condition up to and including Step 2 of the grievance procedure. The decision at Step 2 shall be final for such grievances.
- 50:04 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.
- 50:05 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 and General 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.
- 50:06 Where the parties fail to resolve a grievance under Section :04 or :05, either party may refer the grievance to Step 3 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.

- 50:07 Notwithstanding Section :09, a grievance filed under Section :05 shall not require the signature of an employee.
- 50:08 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.
- 50:09 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.
- 50:10 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.
- 50:11 An employee has the right to representation by a Union representative at any step of the grievance procedure.
- 50:12 **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 director or designate;
 - (b) the director or designate shall sign for receipt of the grievance and if the nature of the grievance is such that the director or designate is authorized to deal with it, the director or designate shall issue a decision in writing to the employee and to the Union within fifteen (15) working days;
 - (c) the director 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;
 - (d) if the nature of the grievance is such that a decision cannot be given below a particular level of authority, the director or designate shall forward the grievance to the appropriate authority at 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 director or designate at Step 1 is a steward or officer of the Union, the grievance shall automatically be referred by the Director or designate to Step 2.
- 50:13 **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 deputy minister or designate within fifteen (15) working days of the receipt of the decision at Step 1;
 - (b) the deputy minister or designate shall sign for receipt of the grievance and issue a decision in writing to the 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.

50:14 **Step 3:**

A decision of the deputy minister or designate may be appealed to the Civil Service Commission in accordance with Article 52 – Appeals to the Commission or submitted to arbitration in accordance with Article 51 – 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 single arbitrator 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.

- 50:15 Grievances concerning demotion, suspension or dismissal shall be initiated at Step 2 of the grievance procedure within twenty (20) working days of the date that the employee became aware of the action.
- 50:16 Subject to Section :07 of Article 13 - Probation, the rejection of an employee on probation is not appealable or arbitrable.
- 50:17 Subject to Section :13 Step 2, 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.
- 50:18 Classification disputes shall not be channelled through Steps 1 and 2 of the grievance procedure.
- 50:19 Disputes concerning the selection of an employee for a position within the bargaining unit may be grieved at Step 2 to the Civil Service Commissioner or designate in accordance with the following:
- (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 selection dispute, the employee shall present the grievance with the redress requested to the Civil Service Commissioner or designate;
 - (b) the Civil Service Commissioner or designate shall sign for receipt of the grievance and if the nature of the grievance is such that Civil Service Commissioner or designate is authorized to deal with it, the Civil Service Commissioner or designate shall issue a decision in writing to the employee and to the Union within fifteen (15) working days;
 - (c) the Civil Service Commissioner or designate may discuss the grievance with the employee and the employee's representative before giving a decision on the grievance;
 - (d) all time limits referred to in this Section may be extended by mutual agreement;
 - (e) a decision of the Civil Service Commissioner or designate may be appealed to the Civil Service Commission in accordance with Article 52 – Appeals to the Commission. The decision of the Commission shall be final and binding for all such grievances. Union approval is required to submit any appeal to the Commission.

GRIEVANCE ARBITRATION PROCEDURE

- 51:01 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.
- 51:02 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.
- 51:03 The procedure for arbitrating grievances shall be the procedure as set forth in this Article.

- 51:04 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 2, 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 a single arbitrator.
- 51:05 Where the party initiating the arbitration proceedings wishes to request arbitration by a single arbitrator, the notice referred to in Section :04 shall so state:
- (a) the parties will attempt to reach agreement on the selection of a single arbitrator within ten (10) working days;
 - (b) where the party who receives the notice rejects the request for a single arbitrator or where the parties have failed to reach agreement on the selection of a single arbitrator within ten (10) working days, the party initiating the arbitration proceedings may submit the name of its appointee to the board in accordance with Section :06 within ten (10) working days;
 - (c) a single arbitrator shall be considered to be an Arbitration Board for purposes of this Article.
- 51:06 By mutual agreement between the parties, the grievance matter may be referred to a mediator chosen by the parties or the parties may appoint the single arbitrator, chosen in accordance with 50:05 as a mediator/arbitrator.
- If referred to a mediator, the arbitration hearing date shall be established independent of the mediation process. The mediation must be completed prior to the commencement of the arbitration.
- If the single arbitrator is appointed as a mediator/arbitrator, the matter shall be heard as a mediation/arbitration.
- 51:07 Where the party initiating the arbitration proceedings wishes to request arbitration by a three (3) person board, the notice referred to in Section :04 shall contain the first party's appointee to the Arbitration Board. The following procedure will then apply:
- (a) 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;
 - (b) 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;
 - (c) 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;
 - (d) 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.
- 51:08 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.
- 51:09 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.

- 51:10 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.
- 51:11 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.
- 51:12 Any of the time limits referred to above may be extended by mutual agreement of the parties hereto.
- 51:13 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.
- 51:14 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.
- 51:15 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.
- 51:16 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.
- 51:17 The expenses incurred by and in respect of an Arbitration Board shall be paid as follows:
- (a) the parties to the arbitration shall each pay an equal portion of the remuneration and expenses of the chairperson of the Arbitration Board;
 - (b) 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;
 - (c) each party to the arbitration shall pay the fees and expenses of witnesses called by that party to give evidence before the Arbitration Board;
 - (d) each party to the arbitration shall pay the fees and expenses of any counsel appearing before the Arbitration Board on behalf of that party;
 - (e) 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.
- 51:18 The parties hereto agree that an employee of the government and a staff member of the Manitoba Government and General 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

- 52:01 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.
- 52:02 An appeal shall be commenced within twenty (20) working days of the date on which the appellant became aware of the decision.

- 52:03 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 24:26;
 - (e) disputes concerning the selection of an employee for a position within the bargaining unit.
- The Appeal Board shall consider all issues in dispute within its jurisdiction including the relative merits of the successful candidate(s) and appellant(s).

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".

- 52:04 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

- 53:01 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.
- 53:02 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".
- 53:03 The deputy minister or designate will endeavour to resolve the matter in an expeditious and confidential manner.
- 53:04 The alleged offender shall be entitled to notice of the complaint and shall be given the opportunity to respond to the complaint.
- 53:05 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.
- 53:06 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

54:01 An employee who is of the opinion that their position is improperly classified may submit an "Employee Originated Request for Reclassification" on a form designated by the Treasury Board Secretariat for such purposes.

54:02 **Step 1:**

The employee will submit the request to the Compensation Services Branch, Labour Relations Division of Treasury Board Secretariat together with the following:

- (a) a current position description approved by the direct manager;
- (b) the job classification being requested and reasons why that classification is appropriate;
- (c) any other information in support of the request.

Compensation Services will respond to the employee within sixty (60) working days following receipt of the request. Should the request be denied, reasons will be provided.

54:03 **Step 2:**

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 Compensation Services.

54:04 The time limits prescribed in this Article may be extended by mutual agreement of the employee and the party designated to respond.

CIVIL LIABILITY

55:01 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

56:01 Upon the written request of an employee, the 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.

56:02 An employee may request a copy of specific documents on the employee's departmental file. This provision shall not be unreasonably requested or denied.

56:03 Upon written request of an employee, an employee shall have the right to examine and request a copy of the content of any file, held by the employee's Supervisor, which contains personal information regarding the employee, except for material which contains personal information about any other person.

LONG TERM DISABILITY INCOME PLAN

- 57:01 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.
- 57:02 Coverage under the Dental Plan, Drug Plan, Vision Care Plan and Health Spending Account shall be maintained during any unpaid leave required to satisfy the one-hundred and twenty (120) day elimination period or date of initial decision, whichever is later, for the LTD plan.

SENIORITY

- 58:01 "**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.
- 58:02 Seniority shall include only the following:
- (a) accumulated service;
 - (b) periods of workers compensation;
 - (c) periods of maternity leave and/or parental leave and/or compassionate care 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) any other approved leaves without pay to a maximum accumulation of 160 (155) (145) hours in a calendar year
 - (h) periods of leave while on the Long Term Disability Plan.
- 58:03 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.
- 58:04 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.
- 58:05 Seniority lists will be prepared for the following types of employees by classification groupings in order of seniority:
- (a) regular;
 - (b) term;
 - (c) departmental.
- 58:06 Departmental employees whose classification varies between Labourer and Operator will be categorized as "Labourer/Operator" for seniority purposes.
- 58:07 Grievances concerning the calculation of seniority must be filed at Step 2 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

- 59:01 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

60:01 The government agrees to the continuation of the Ambulance and Hospital Semi-Private Plan (AHSP).

OVERTIME AND COMPENSATORY LEAVE

61:01 The parties recognize the desirability of providing employees who work overtime the option of being compensated by pay or time off in lieu in accordance with the provisions of the Components. However, the parties also recognize that there are circumstances in which this may not be appropriate due to factors such as budgetary restrictions or fluctuations in workload. In these situations the provisions of this Article may apply.

61:02 The existing Component provisions on overtime will apply to all overtime credits earned up to eighty (80) hours per fiscal year. Note: Forty (40) hours overtime worked at double time (2x) equals eighty (80) overtime credits.

61:03 For any overtime credits earned beyond eighty (80) hours in the fiscal year the following provisions of this Article will apply.

61:04 All overtime worked by employees shall be banked.

61:05 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.

61:06 Where agreement is not reached, the employing authority shall determine whether pay or time off will be granted.

61:07 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.

61:08 Where agreement is not reached, the employing authority shall determine when the time off is to be taken.

61:09 Where an employing authority determines when the time off is to be taken under Section :08, the employee will receive two (2) weeks' 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.

61:10 Nothing in Section :09 restricts the employing authority and employee from agreeing to alternative arrangements.

SHIFT PREMIUM

62:01 An employee who works a shift where one-half (½) or more of the hours are worked between 5:00 p.m. and 5:00 a.m. shall receive a shift premium for the shift in addition to the employee's regular pay. The shift premium is:

- (a) eleven dollars and sixty cents (\$11.60);
- (b) effective March 24, 2012 – twelve dollars and forty cents (\$12.40);
- (c) effective March 23, 2013 – twelve dollars and eighty cents (\$12.80);

62:02 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.

- 62:03 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 5:00 p.m. and 5:00 a.m. shall receive a shift premium in addition to the employee's regular pay. The shift premium is:
- (a) seventeen dollars and forty cents (\$17.40);
 - (b) effective March 24, 2012 – eighteen dollars and sixty cents (\$18.60);
 - (c) effective March 23, 2013 – nineteen dollars and twenty cents (\$19.20).

WEEKEND PREMIUM

- 63:01 An employee shall receive weekend premium for all regular hours of work or portions thereof on a Saturday or Sunday. The weekend premium is:
- (a) one dollar and five cents (\$1.05);
 - (b) effective March 24, 2012 – one dollar and fifteen cents (\$1.15);
 - (c) effective March 23, 2013 – one dollar and twenty five cents (\$1.25);
- 63:02 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.

STAND-BY

- 64:01 An employee, who has been designated by the employing authority or authorized supervisor to be available on stand-by during off duty hours on a regular working day, shall be entitled to payment for each eight (8) hour period of twenty dollars (\$20.00).
- 64:02 For stand-by on a day of rest or on a paid holiday that is not a working day, the payment for each eight (8) hour period shall be twenty-three dollars (\$23.00).
- 64:03 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.
- 64:04 The stand-by payment includes the responsibility to respond to phone calls and other forms of electronic communications which do not involve a return to work. If such calls individually or in total exceed one-half ($\frac{1}{2}$) hour, the employee is entitled to claim overtime for the period beyond one-half ($\frac{1}{2}$) hour at the applicable overtime rate. The Component provisions respecting minimum call out do not apply in these circumstances.
- 64:05 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.

DEFERRED SALARY LEAVE PLAN

- 65:01 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.
- 65:02 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

- 66:01 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.

66:02 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 re-credited.

ACTING STATUS

67:01 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.

67:02 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.

67:03 Where an acting status appointment to a position within the bargaining unit will exceed twelve (12) continuous months, the department will notify the Union of the reasons. A meeting may be held to discuss the matter at the request of the Union. The employee who is in acting status may attend at the request of either party.

67:04 Section :03 does not apply where an employee is replacing an employee who is absent for any reason.

67:05 Section :03 is effective October 1, 2000.

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 and General Employees' Union has hereunto set his hand for, and on behalf of, the Manitoba Government and General Employees' Union.

Witness

Original signed by the Honourable Rosann Wowchuk
Minister

Witness

Original signed by Lois Wales
President of the Manitoba Government and General
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. Example: in the Department of Infrastructure and Transportation, Secretary, Highway Traffic Board and Secretary, Motor Transport Board have been combined into Board Secretary (2).

Agriculture, Food & Rural Initiatives

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

Culture, Heritage and Tourism

Agency Relations Coordinator
 Director (12)
 Legislative Librarian
 Provincial Archivist

Education, Citizenship & Youth

Assistant Director, Educational Support
 Services
 Coordinator, Program Development Section
 Director (5)
 Personnel Documentation Clerk
 Personnel Officer
 Planning & Program Analyst 2 (2)
 Principal, School for the Deaf
 Special Assistant, Education
 Supervisor (3)

Advanced Education & Literacy

Chief Financial Administrator, Universities
 Grants Commission
 Director (4)
 Manager (1)

Family Services & Housing

Area Directors, Personal Services
 Assistant Director (3)
 Coordinator (3)
 Corporate Secretary and Manager, Corporate
 Services
 Director (14)
 Executive Director, Mental Retardation
 Financial Analyst, Program Budgeting and
 Reporting
 Manager, Administration and Grants

Family Services & Housing con't.

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
 Central Payroll Systems Analyst
 Assistant Director (2)
 Central Payroll Manager/Supervisor (2)
 Deputy Director (2)
 Deputy Examiner of Surveys
 Director (2)
 Director (2) CCA
 General Manager, Land Titles
 Manager (2)
 Program Analysis and Review Officer
 Recorder of Vital Statistics
 Registrar
 Staff of Administrative Policy Branch
 Staff of the Federal-Provincial Relations
 and Research Division
 Superintendent of Insurance
 Systems Development Coordinator

Infrastructure and Transportation

Administration Officer, Emergency Measures Organization
 Administrative Assistant to Minister
 Assistant District Manager
 Assistant Mechanical Superintendent
 Budget Coordinator
 Chiefs (2)
 Chief Pilot
 Chairpersons (4)
 Comptroller, Air Services
 Coordinator, Administration and Financial Services
 Deputy Registrar, Motor Vehicle Branch
 Director (10)
 Director (9) GS
 District Property Managers Head (2)
 Heavy Construction Manager
 Maintenance Administrator
 Maintenance Management Engineer
 Management Analyst
 Manager (2)
 Manager (3) GS
 Mechanical Superintendent
 Mechanical Supervisors
 Occupational Health & Safety Officer
 Pay and Benefits Coordinator
 Project Manager
 Projects Officer, Supply and Services Division
 Regional Administrator
 Safety Coordinator
 Secretary (2)
 Superintendent (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 Centre

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

Competitiveness Training and Trade

Assistant to Associate Deputy Minister
 Director (5)
 Executive Director, Administration and Research Manager
 Systems Planning and Development Officer

Science, Technology, Energy and Mines

Director
 IT Analyst

Justice

Chief Judges Secretary
 Chief Probation Officer
 Comptroller, Corrections
 Deputy Administrator of Court Services
 Director of Administration, Legal Aid
 Director (7)
 Director Judicial Support
 Director Sheriff's Services
 Director Winnipeg Court Operations
 Executive Assistant to Chief Justices
 Financial Coordinator, Public Trustee
 Manager Administrative Services
 Manager Pay & Benefits
 Regional Manager, Regional Courts
 Registrar (2)

Corrections Services

Area Directors (10)
 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)
 Manager Preventive Security & Intelligence
 Superintendents, Adult/Juvenile Institutions

Labour & Immigration

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

Conservation

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

Aboriginal & Northern Affairs

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

The Office of the Auditor General

Audit Accountant, Payroll
 Senior Chartered Accountants

Intergovernmental Affairs

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

Women's Directorate

Executive Director, Advisory Council
 Manager, Policy Unit

Seniors' Directorate

Executive Director

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 dependant'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 dependant's allowance:** subject to Section :05, the single allowance will be paid to employees that have established a residence and maintain a home in a location designated as a remote location and who are eligible for the payment of a remoteness allowance. Claims for dependant's allowance will be subject to Sections :04 and :05 and to the following criteria and conditions:
- The employee shall be supporting one (1) or more 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 who is infirm (i.e. has impairment in physical or mental function), 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 dependant'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 dependant'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. one-tenth (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 on "stand by".

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. seven and one-quarter (7¼) or eight (8) hours in any one day.

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

1:10 **Limitations**

The remoteness allowances for the various communities, for single or dependant's as indicated, represent a maximum bi-weekly allowance relative to paid employment. They are payable during paid holidays 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.

1:11 **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.

1:12 **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.

1:13 **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:

Remote Bunkhouse Rates

Description	Effective 14-Mar-09	Effective 24-Mar-12	Effective 23-Mar-13
Bisset	24.54	25.21	25.91
God's Lake Narrows	52.28	53.72	55.20
Island Lake	50.52	51.91	53.34
Norway House	43.53	44.73	45.96

- (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;
- (e) this section does not apply to employees who are eligible for Remoteness Allowance.

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

BIWEEKLY REMOTENESS ALLOWANCES

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

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. Notwithstanding the foregoing, casual employees may be employed for a short duration to replace employees who are absent for any reason.
- 1:03 "**accumulated service**" means the equivalent length of service acquired by the employee in accordance with the following:
- (a) accumulated service is calculated based on all hours for which an employee has received regular pay. This includes regular hours worked and approved leaves of absence from the Government of Manitoba where regular pay is maintained;
 - (b) accumulated service does not include overtime hours or any leaves of absence without pay or with partial pay including but not limited to suspensions without pay, worker's compensation and other leave situations;
 - (c) accumulated service must be continuous service;
 - (d) one year of accumulated service for employees in eight (8) hour per day classifications equals 2080 hours of accumulated service. For seven and three-quarter ($7\frac{3}{4}$) hour per day employees one year of accumulated service equals 2015 hours of accumulated service. For seven and one-quarter ($7\frac{1}{4}$) hour per day employees one year of accumulated service equals 1885 hours of accumulated service. The figures for seven and three-quarter ($7\frac{3}{4}$) hour per day classifications and seven and one-quarter ($7\frac{1}{4}$) hour per day classifications are shown in brackets after the figures for the eight (8) hour per day classifications (e.g. 2,080 (2,015) (1,885) hours);
 - (e) when an employee converts from a seven and three-quarter ($7\frac{3}{4}$) hour per day classification or a seven and one-quarter ($7\frac{1}{4}$) hour per day classification to an eight (8) hour per day classification or vice-versa, the employee's accumulated hours of service at the time of conversion will be converted to accumulated years of service. Example: A seven and one-quarter ($7\frac{1}{4}$) hour per day employee works for six (6) months during the year and acquires 942.5 hours of accumulated service. The employee then moves into an eight (8) hour per day classification. The employee's hours are converted as follows:

$$942.5 \text{ hours} \div 1885 \text{ hours} = .50 \text{ years of accumulated service.}$$
The employee then accumulates service in the eight (8) hour per day classification for the remainder of the year;
 - (f) an employee can only receive a maximum of one year of accumulated service in any twelve (12) month period.
- 1:04 "**calendar service**" means the length of continuous service from the employee's most recent date of hire to the present. Periods of lay-off, while not affecting the continuity of service, are not included in the calculation 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 (325½) (304) hours of accumulated service.
- 2:03 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 provisions of the collective agreement except for those relating to casual employees.
- 3:02 A casual employee who is converted to part-time status must complete the service requirement set out in Article 2 – Application 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 (310) (290), i.e. 8 hours x 8 weeks x 5 days:

$$\text{Pro-rating factor} = \frac{\text{number of regularly scheduled hours the employee worked in the preceding eight (8) weeks}}{320 (310) (290)}$$

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 three-quarter ($7\frac{3}{4}$) or seven and one-quarter ($7\frac{1}{4}$) 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 ($\frac{1}{2}$) day of compensatory leave with pay to a maximum of four (4) hours.

5:03 **Vacation**

Vacation shall be calculated in accordance with Article 27 – Vacation.

5:04 **Sick Leave**

- (a) Sick leave shall be calculated in accordance with Article 28 – Sick Leave.
 (b) Part-time employees are not eligible for additional sick leave extensions as provided under Section :06 of Article 28 – Sick Leave.

5:05 **Compassionate, Court, Paternity, Adoptive Parent, Parental and Family Related 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. thirty-seven (37) 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. seven (7) 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 (10) 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 The Department of Human Resources and Skills Development Canada (HRSDC) 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 30 - 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**

Severance pay shall be calculated in accordance with Article 25 – Severance Pay.

5:10 **Remoteness Allowance**

Refer to Appendix “B” Section 1:08 and 1:09.

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 (403) (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. eight (8) or seven and three-quarter (7¾) or seven and one-quarter (7¼) 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 eight (8) or seven and three-quarter (7¾) or seven and one-quarter (7¼) 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 shall be calculated in accordance with Article 58 – Seniority.

5:18 **Lay-off**

Seniority is used for purposes of lay-off.

5:19 **Dental Plan, Vision Care & Drug Plan**

Part-time employees are eligible for family coverage based on fifty percent (50%) of the annual maximum per claimant as identified in 40:01(d), 41:01(d) and 42:01(e).

APPENDIX "D"**CASUAL EMPLOYEES**

1:01 The only provisions of this Agreement which apply to casual employees are as follows:

- Article 1 - Interpretation
- Article 4 - Application
- Article 7 - No Discrimination
- Article 8 - Management Rights
- Article 10 - Retroactive Wages
- Article 14 - Conduct of Employees
- Article 17 - Disciplinary Action
- Article 26 - Holidays
 - . provisions respecting 1½x for time worked on the listed holidays only
 - . all other provisions in accordance with Employment Standards Act
- Article 38 - Loss or Damage to Personal Effects
- Article 43 - Uniforms and Protective Clothing
 - . Sections :01, :02 and :07 only
- Article 48 - Union Security
- Article 50 - Grievance Procedure - limited to the provisions in this Article
- Article 51 - Grievance-Arbitration Procedure – limited to the provisions of this Article
- Article 53 - Sexual Harassment
- Article 55 - Civil Liability
- Article 56 - Employee Files
- Article 62 - Shift Premium
- Article 63 - Weekend Premium
- Health Component – Section 7 – Responsibility Allowance – Effective the first of the bi-weekly pay period following signing this agreement

1:02 **Overtime**

- (a) Daily overtime is only payable when the employee has worked beyond the normal daily hours for that classification, i.e. eight (8) or seven and three-quarter (7¾) or seven and one-quarter (7¼) 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 casual 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.

1:03 There is no obligation for the employing authority to offer work to a casual employee or for a casual employee to accept work that is offered.

1:04 A casual employee who has not worked for a period of forty-five (45) calendar days may be terminated at the sole discretion of the employing authority. If an employee who has been terminated in accordance with this section is rehired as a casual employee within twelve (12) months, the employee will receive credit for the employee's previous casual service for purposes of the one hundred and sixty (160) hour period set out in Subsection :01 (f) of Article 4 - Application of Agreement.

1:05 A casual employee who is working in a second job with government must meet the requirements of Section 4:01(f) with respect to accumulated service in the second job. The same requirements will also apply to any subsequent jobs.

- 1:06 Where casual employees are employed within positions for which there is no appropriate civil service classification, the classes and pay ranges of the employees will be deemed to be part of the Agreement pay plan and the employees will be paid at those rates plus any general pay increases until revised classes and pay ranges are negotiated by the parties. There shall be no retroactivity with respect to such revised classes and ranges. The rate of pay shall not be less than the lowest rate of pay set out in the appropriate component pay plan except as may be provided in a separate Memorandum of Agreement between the parties.
- 1:07 The parties agree that the foregoing provisions do not affect persons employed on the Casual Firefighter payroll in the Department of Conservation and persons employed on the MSSP payroll in the Departments of Family Services and Health.
- 1:08 These provisions were effective September 23, 2000, unless otherwise specified.

APPENDIX "E"**PRIVATELY OWNED VEHICLES**1:01 **Reimbursement Rates**

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

	<u>For Employees Resident</u>	
	<u>South of 53</u>	<u>North of 53</u>
(a) distance up to 12,000 kilometres per year April 1, 2009	40.0¢/km	44.4¢/km
(b) distance over 12,000 kilometres per year April 1, 2009	32.3¢/km	35.5¢/km
(c) the use of a privately owned motorcycle, when authorized by a branch head, shall be reimbursed at the following rates: April 1, 2009	21.2¢/km	23.5¢/km
(d) distance is that accumulated in the fiscal year - April 1 to March 31.		

EFFECTIVE APRIL 1, 2012

	<u>For Employees Resident</u>	
	<u>South of 53</u>	<u>North of 53</u>
(a) distance up to 12,000 kilometres per year April 1, 2012	41.0¢/km	45.4¢/km
(b) distance over 12,000 kilometres per year April 1, 2012	33.3¢/km	36.5¢/km
(c) the use of a privately owned motorcycle, when authorized by a branch head, shall be reimbursed at the following rates: April 1, 2012	22.2¢/km	24.5¢/km
(d) distance is that accumulated in the fiscal year - April 1 to March 31.		

EFFECTIVE OCTOBER 1, 2012 – Rate/km is subject to Memorandum of Agreement #15

EFFECTIVE APRIL 1, 2013 – Reference to 12,000 kilometres per year is no longer applicable.

EFFECTIVE APRIL 1, 2013 – Rate/km is subject to Memorandum of Agreement #15

EFFECTIVE OCTOBER 1, 2013 – Rate/km is subject to Memorandum of Agreement #15

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

1:03 **Residence to Work Location**

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

1:04 **Special Areas**

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

April 1, 2009	\$19.34 per day plus 26.4¢/km
April 1, 2012	\$19.34 per day plus 27.4¢/km
October 1, 2012 – Rate/km is subject to Memorandum of Agreement #15	
April 1, 2013 – Rate/km is subject to Memorandum of Agreement #15	
October 1, 2013 – Rate/km is subject to Memorandum of Agreement #15	

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

SERVICE USE

2:01 **Service Use 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 In Other Areas of the Province</u>	<u>In Areas Covered by Remoteness Allowance</u>
(a) Automobiles		
April 1, 2009	\$15.72/day plus 22.0¢/km	\$19.34/day plus 26.4¢/km
April 1, 2012	\$15.72/day plus 23.0¢/km	\$19.34/day plus 27.4¢/km
October 1, 2012 – Rate/km is subject to Memorandum of Agreement #15		
April 1, 2013 – Rate/km is subject to Memorandum of Agreement #15		
October 1, 2013 – Rate/km is subject to Memorandum of Agreement #15		
(b) Trucks up to and including one (1) ton or vans		
April 1, 2009	\$17.77/day plus 24.3¢/km	\$21.23/day plus 28.5¢/km
April 1, 2012	\$17.77/day plus 25.3¢/km	\$21.23/day plus 29.5¢/km
October 1, 2012 – Rate/km is subject to Memorandum of Agreement #15		
April 1, 2013 – Rate/km is subject to Memorandum of Agreement #15		
October 1, 2013 – Rate/km is subject to Memorandum of Agreement #15		

- 2:02 **“Service Use”** means the use of a vehicle on field construction projects where the vehicle is primarily used to transport significant amounts of materials, equipment and staff on the project site. A claim may not be made for Service Use on the same day and a claim under Section 1 or the above Section, i.e. Option A or B.

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 day of use on government business.

VEHICLES REQUIRED AS A CONDITION OF EMPLOYMENT

- 3:01 Where an employee is required as a condition of employment to provide a personal vehicle for use in carrying out the employee’s duties on behalf of government, then the provisions of this Article shall apply.

3:02 By March 1 of each year, the employee shall select one of the following methods of compensation of vehicle expenses which will apply to the employee for the following fiscal year from April 1 to March 31.

- (a) Option A – compensation in accordance with Section 1:01 – Rates;
- (b) Option B – when authorized by the branch head, an employee required to provide a vehicle as a condition of employment will be paid for each day of use of the vehicle at the following rates based on the type of vehicle supplied:

- i) Automobiles:

- April 1, 2009 \$7.14 plus 29.0¢/km

- April 1, 2012 \$7.14 plus 30.0¢/km

- October 1, 2012 – Rate/km is subject to Memorandum of Agreement #15

- April 1, 2013 – Rate/km is subject to Memorandum of Agreement #15

- October 1, 2013 – Rate/km is subject to Memorandum of Agreement #15

- ii) Trucks:

- April 1, 2009 \$7.69 plus 32.3¢/km

- April 1, 2012 \$7.69 plus 33.3¢/km

- October 1, 2012 – Rate/km is subject to Memorandum of Agreement #15

- April 1, 2013 – Rate/km is subject to Memorandum of Agreement #15

- October 1, 2013 – Rate/km is subject to Memorandum of Agreement #15

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

APPENDIX "F"**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>Lunch</u>	<u>Supper</u>	<u>Per Diem</u>
(a) in areas covered by remoteness allowance				
April 1, 2007	\$7.35	\$9.35	\$16.90	\$33.60
April 1, 2012	\$7.85	\$9.85	\$17.40	\$35.10
April 1, 2013	\$8.35	\$10.35	\$17.90	\$36.60
(b) in all other areas				
April 1, 2007	\$6.85	\$8.85	\$15.70	\$31.40
April 1, 2012	\$7.35	\$9.35	\$16.20	\$32.90
April 1, 2013	\$7.85	\$9.85	\$16.70	\$34.40

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

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

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

MEAL ALLOWANCES DURING OVERTIME WORK

3:01 **Extension of Working Day**

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

- (a) at least two (2) hours, exclusive of a dinner or supper break, a meal allowance shall be paid at \$4.80 effective April 1, 2007, and \$5.30 effective April 1, 2012 and \$5.80 effective April 1, 2013.
- (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, i.e. flood control, fire duties, etc. and an employee is required to work extended hours in connection with that emergency, with the authority of the branch head, the employee may claim the cost of purchased meals appropriate to the period worked, as provided for under Article 2 - Meals Expenses - Travel Within The Province.

MEAL ALLOWANCES FOR FIELD OPERATIONS

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

- (a) the employee is not supplied with rations; or
- (b) a meal or meals is not supplied at a charge or otherwise from a field kitchen or similar facility; or
- (c) arrangements have not been made by the department or agency for group meals or meals by contract at a restaurant, 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>Individual Meals</u>			<u>Per Diem</u>
	<u>Breakfast</u>	<u>Lunch</u>	<u>Supper</u>	
In areas covered by remoteness allowance				
April 1, 2007	\$6.00	\$6.65	\$10.15	\$22.80
April 1, 2012	\$6.50	\$7.15	\$10.65	\$24.30
April 1, 2013	\$7.00	\$7.65	\$11.15	\$25.80
In all other areas				
April 1, 2007	\$5.75	\$6.30	\$9.55	\$21.60
April 1, 2012	\$6.25	\$6.80	\$10.05	\$23.10
April 1, 2013	\$6.75	\$7.30	\$10.55	\$24.60

- 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 – four dollars and sixty cents (\$4.60)
 (b) non-commercial accommodation – three dollars and twenty cents (\$3.20).
- 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**

- (a) Charges for telephone calls necessary for business purposes may only be claimed when they are supported by a listing of the person telephoned and the city or town involved;
 (b) an employee is entitled to claim the cost of long distance telephone calls up to a maximum of four dollars and seventy-eight cents (\$4.78) 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 kilometre rate applicable for personal distance travelled for that class of vehicle.

ACCOMMODATIONS

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

DEFINITIONS

- 9:01 **"travel status"** means absence of the employee from the employee's headquarters area on government business involving travel and accommodation with the approval of the branch head.
- 9:02 **"headquarters area"** means:
- (a) a metropolitan or urban area of not less than twenty-four (24) kilometres (15 miles) in diameter;
 - (b) a patrol area or territory of comparable size to a metropolitan area;
 - (c) In all other cases, an area twenty-four (24) kilometres (15 miles) around the employee's headquarters.
- 9:03 **"employee's headquarters"** means the workplace where the employee is normally stationed or required to use as the employee's base of operations on a continuing basis in relation to which the employee has established a residence.
- 9:04 **"field operations"** means activities carried out away from a permanent work location.
- 9:05 The change to Subsection :02 is effective September 1, 2000.

MEMORANDUM OF INTENT #1**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.

Treasury Board Secretariat 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.

Treasury Board Secretariat 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 Treasury Board Secretariat 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.

Original signed by D. Cieszynski
Director, Labour Relations

April 26, 2011
Date

MEMORANDUM OF INTENT #2**SUBJECT: EMPLOYEE PAID PARKING**

The employer commits that the central serviced parking rate (currently \$40.00/month) shall not be adjusted by more than \$2.00/month effective March 17, 2007; \$2.00/month effective March 15, 2008 and \$2.00/month effective March 14, 2009. All other parking rates shall be adjusted on a pro-rated basis and rounded to the nearest 25¢. The Employer further commits that there will be no further rate adjustments to the parking rates during the life of the collective agreement.

Original signed by D. Cieszynski
Director, Labour Relations

April 26, 2011
Date

MEMORANDUM OF AGREEMENT #1**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.

Original signed by S. Gordon
On Behalf of the Manitoba
Government and General Employees'
Union

April 26, 2011
Date

Original signed by D. Cieszynski
On Behalf of Government of
Manitoba

MEMORANDUM OF AGREEMENT #2**SUBJECT: RIOT, HOSTAGE TAKING, ASSAULT**

In the event of a riot, hostage taking or physical assault upon an employee by an inmate, patient or client of government, the Government shall take the following considerations into account if an employee advises that the employee is unable to return to work in the employee's previous position:

- 1) The degree of injury or trauma suffered by the employee as a direct result of involvement in the incident.
- 2) Whether the injury or trauma required hospitalization or extensive medical or psychiatric treatment as determined by a medical practitioner.
- 3) The availability of existing compensation provisions (such as workers' compensation, long term disability), statutory benefits and assistance programs to address the period of injury or trauma affecting the employee's ability to return to the employee's former position.

Based upon these considerations, the government, in consultation with the Union, shall make every reasonable effort to find a suitable alternate position with the government within a reasonable period of time. The employee has the option to have a Union representative present at any meeting with the government. The parties agree to meet to discuss and review the impact of any major disturbance with a view to finding improved solutions, should such an incident occur during the term of the Agreement.

Original signed by S. Gordon
On Behalf of the Manitoba
Government and General Employees'
Union

April 26, 2011
Date

Original signed by D. Cieszynski
On Behalf of Government of
Manitoba

MEMORANDUM OF AGREEMENT #3**SUBJECT: JOINT LABOUR MANAGEMENT CONSULTATION COMMITTEES**

- 1:01 The government and the Union acknowledges the importance of a positive working relationship. They will continue to work towards establishing and maintaining such a relationship and to solve jointly identified problems during the term of the Agreement. It is recognized that while not all problems may be satisfactorily resolved, the parties will seek resolution in good faith.
- 1:02 The parties are committed to the maintenance and enhancement of high quality public services that improve the quality of life of Manitobans and to provide these services in an efficient, effective and affordable manner. The Government recognizes that employees and their union have a significant role to play in this process.
- 1:03 In order to meet these objectives, the parties agree to establish Joint Labour Management Consultation (JLMC) Committees in the following departments:
- | | |
|--|-----------------------------------|
| Aboriginal and Northern Affairs | Health |
| Agriculture Food and Rural Initiatives | - Selkirk Mental Health Centre |
| Conservation | Infrastructure and Transportation |
| Culture, Heritage and Tourism | Innovation Energy and Mines |
| Education | Local Government |
| Finance | Justice |
| Family Services and Consumer Affairs | - Corrections |
| - Manitoba Development Centre | Labour and Immigration |
- 1:04 A Department JLMC Committee may decide to establish additional committees:
- on an ongoing basis in a particular region of the province or section of the organization;
 - on an ad hoc basis, to address jointly identified issues requiring more detailed review.
- 1:05 The following guidelines will apply to JLMC Committees unless otherwise agreed:
- equal representation of the Union and department;
 - the Union and the department will select their representatives in a manner which provides appropriate representation of various areas in the department. The method of selection of their representatives shall be solely determined by the respective parties;
 - meetings are to be co-chaired.
- 1:06 The Committees will refer any issues which would involve changes to the Agreement to the Union and the Labour Relations Division of Treasury Board Secretariat.
- 1:07 Committee members shall be granted time off work without loss of pay to attend Committee meetings and to attend to Committee mandated business.
- 1:08 Where a Committee meeting is scheduled on an employee's day of rest, the employee will be granted compensatory time off at straight time rates for time spent attending the meeting up to a maximum of one (1) day.

Original signed by S. Gordon
 On Behalf of the Manitoba
 Government and General Employees'
 Union

April 26, 2011
 Date

Original signed by D. Cieszynski
 On Behalf of Government of
 Manitoba

MEMORANDUM OF AGREEMENT #4

1. **SUBJECT: PROFESSIONAL FEES**

The parties agree that the Employer will reimburse professional fees up to five hundred dollars (\$500.00) per year based on statute, class specification and position requirement, as approved by the Employer, effective April 1, 2008.

Original signed by S. Gordon
On Behalf of the Manitoba
Government and General Employees'
Union

April 26, 2011
Date

Original signed by D. Cieszynski
On Behalf of Government of
Manitoba

MEMORANDUM OF AGREEMENT #5**SUBJECT: QUALIFICATION PAY - FLEET VEHICLES**

1. This memorandum applies to employees of the Vehicle and Equipment Management Agency, in the following classifications:

Garage Works Supervisor (GWS)
 Automobile Equipment Mechanic (AEM)
 Storekeeper 1 and 2 (ST1, 2)

2. Eligible employees shall be entitled to qualification pay for successful completion of examination levels and maintenance of certification as administered through the National Institute for Automotive Service Excellence (ASE). The qualification pay shall be up to a maximum of two dollars and forty cents (\$2.40) per hour calculated as follows:

- (a) Garage Works Supervisor (Mechanical) and Automobile Equipment Mechanics (Mechanical) shall be entitled to thirty cents (30¢) per hour for every level of certification successfully completed:

Level 1 - Engine Repair
 Level 2 - Automotive Transmission
 Level 3 - Manual Drive Train and Axles
 Level 4 - Suspension and Steering
 Level 5 - Brakes
 Level 6 - Electrical/Electronic Systems
 Level 7 - Heating and Air Conditioning
 Level 8 - Engine Performance

- (b) Garage Works Supervisor (Body shop) and Automobile Equipment Mechanics (Body shop) shall be entitled to forty cents (40¢) per hour for every two (2) levels of certification successfully completed up to Level 8 and forty cents (40¢) per hour for completion of Level 9:

Level 1 and 2 - Painting and Refinishing
 Level 3 and 4 - Non-Structural Analysis and Damage Repair
 Level 5 and 6 - Structural Analysis and Damage Repair
 Level 7 and 8 - Mechanical and Electrical Components
 Level 9 - Damage Analysis and Estimating

- (c) Storekeeper 1 (ST1) and Storekeeper 2 (ST2 - Supervisor) shall be entitled to forty cents (40¢) per hour for every level of certification successfully completed:

Level 1 - Automobile Parts Specialist
 Level 2 - Medium/Heavy Truck Dealership Parts Specialist
 Level 3 - Medium/Heavy Truck Aftermarket Parts Specialist (Brakes)
 Level 4 - Medium/Heavy Truck Aftermarket Parts Specialist (Suspension and Steering)
 Level 5 - General Motor Parts Consultant

3. Eligible employees shall receive qualification pay effective the first day of the bi-weekly pay period after proof of successful completion of certification is provided to the employee's immediate supervisor.
4. All employees must maintain certification requirements as established by ASE in order remain eligible to receive qualification pay.

Original signed by S. Gordon
 On Behalf of the Manitoba
 Government and General Employees'
 Union

April 26, 2011
 Date

Original signed by D. Cieszynski
 On Behalf of Government of
 Manitoba

MEMORANDUM OF AGREEMENT #6**SUBJECT: CIVIL SERVICE SUPERANNUATION PLAN**

The parties recognize the unique nature of the Civil Service Superannuation Fund, the Civil Service Superannuation Act and the nature of the funding arrangement under the Superannuation Plan. In addition, the parties recognize that the Superannuation Plan is a multi-employer and multi-union Superannuation plan and that it also covers many non-unionized employees. The Superannuation Plan provides for input and consultation through the Liaison Committee (worker representatives) and the Advisory Committee (employer representatives).

Within this context, the parties agree to develop a plan which would create a jointly trusted superannuation plan and to implement joint trusteeship arrangements at the earliest possible date. The plan must recognize the requirement for:

- (a) the involvement of other unions and employers in the Superannuation Plan;
- (b) legislative approval;
- (c) Government to retain the right to approve any changes to the Superannuation Plan involving additional Government expenditures.

Original signed by S. Gordon
On Behalf of the Manitoba
Government and General Employees'
Union

April 26, 2011
Date

Original signed by D. Cieszynski
On Behalf of Government of
Manitoba

MEMORANDUM OF AGREEMENT #8**SUBJECT: EMPLOYMENT EQUITY**

The parties acknowledge and endorse the principle of Employment Equity in the civil service.

In factoring Employment Equity into the Recruitment and Appointment process, the following principles shall apply:

1. Employment Equity shall be applied as a factor in competitions for which there is inadequate representation of one or more of the four under-represented groups or for which there is a bona fide organizational need.
2. The weighting afforded Employment Equity shall be no greater than that applied to the highest weighted essential selection criterion.
3. The rating applied to Equity candidates shall be the same as that applied to the "meets standard" rating for the essential selection criteria.
4. Employment Equity candidates must be qualified in all other essential selection criteria.
5. The rating for Employment Equity shall be applied only once in the selection process.

Original signed by S. Gordon
On Behalf of the Manitoba
Government and General Employees'
Union

April 26, 2011
Date

Original signed by D. Cieszynski
On Behalf of Government of
Manitoba

MEMORANDUM OF AGREEMENT #9**SUBJECT: CLASS SPECIFICATION LANGUAGE REVIEW**

The parties have acknowledged that the existing classification system was developed many years ago and has not been subject to an overall review since its inception.

As one step in a renewal process, the Employer commits to undertake a review of the existing class specifications with a view to ensuring they are framed in language that is compatible with today's work environments in the civil service. This review will commence with the classifications in the Clerical Component and the Union will be consulted on priorities as to which specifications will be reviewed following the review of the clerical class specifications.

Original signed by S. Gordon
On Behalf of the Manitoba
Government and General Employees'
Union

April 26, 2011
Date

Original signed by D. Cieszynski
On Behalf of Government of
Manitoba

MEMORANDUM OF AGREEMENT #10**SUBJECT: WORKPLACE HEALTH AND WELLNESS**

The parties recognize that the health of a person affects how they perform at work, at home and in the community. Health is much more than the absence of disease, it is a combination of physical, mental and social well being. It is believed that workplace practices and policies could be beneficial to the Employer and employees by having:

- Employees who become sick less often;
- Employees who work more effectively and efficiently;
- Employees who are less prone to accidents;
- Employees who are better able to manage stress.

The Government and the Union agree to establish a committee with equal representation to examine health and wellness initiatives that could be undertaken in the workplace.

The parties agree to appoint committee members and commence discussions within ninety (90) days of signing of the collective agreement.

Original signed by S. Gordon
On Behalf of the Manitoba
Government and General Employees'
Union

April 26, 2011
Date

Original signed by D. Cieszynski
On Behalf of Government of
Manitoba

MEMORANDUM OF AGREEMENT #11

SUBJECT: FLEXIBLE WORK ARRANGEMENTS LEADING TO RETIREMENT

During the life of the Agreement, the parties agree to establish a committee of equal representation to review various options regarding flexible work arrangements leading to retirement.

Original signed by S. Gordon
On Behalf of the Manitoba
Government and General Employees'
Union

April 26, 2011
Date

Original signed by D. Cieszynski
On Behalf of Government of
Manitoba

MEMORANDUM OF AGREEMENT #12**SUBJECT: HEALTH SPENDING ACCOUNT (HSA)**

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

- The Health Spending Account shall apply to permanent full and part-time employees on staff as of January 1, 2005.
- The HSA shall become applicable to claims for allowable expenses (as determined by the account plan) incurred commencing January 1, 2005.
- Effective January 1, 2008, and applicable to permanent full and part-time employees on staff as of January 1, 2008, maximum claims shall be increased to three hundred and fifty dollars (\$350.00)/year per full-time employee and one hundred and seventy-five dollars (\$175.00)/year per part-time employee.
- Effective January 1, 2013, and applicable to permanent full and part-time employees on staff as of January 1, 2013, maximum claims shall be increased to four hundred dollars (\$400.00)/year per full-time employee and two hundred dollars (\$200.00)/year per part-time employee.
- Effective January 1, 2014, and applicable to permanent full and part-time employees on staff as of January 1, 2014, maximum claims shall be increased to five hundred dollars (\$500.00)/year per full-time employee and two hundred and fifty dollars (\$250.00)/year per part-time employee.
- Effective March 21, 2014, and applicable to permanent full and part-time employees on staff as of March 21, 2014, maximum claims shall be increased to six hundred dollars (\$600.00)/year per full-time employee and three hundred dollars (\$300.00)/year per part-time employee.
- There is no carryover of HSA dollars from one year to the next, but an employee can carry forward claims for up to one year. i.e. a full-time employee had \$150 in claims in the first year. The employee can claim the \$120 and carry forward the additional \$30 in claims for up to one year.
- Employees can apply for reimbursement once claims total \$100 (i.e. the "trigger point").
- Reimbursement for claims is once every two months.
- An employee must file a claim.
- Employees to receive annual statements.
- The plan shall use Revenue Canada's definition of dependent (i.e. an employee can pay HSA eligible expenses for anyone for whom they can claim a tax deduction).
- Plan coverage and administration is to be determined by the Employer.

Original signed by S. Gordon
On Behalf of the Manitoba
Government and General Employees'
Union

April 26, 2011
Date

Original signed by D. Cieszynski
On Behalf of Government of
Manitoba

MEMORANDUM OF AGREEMENT #13**SUBJECT: WORKLOAD MANAGEABILITY**

It is acknowledged that, in some areas of the government, the manageability of excessive workload may be of concern to a group of employees, the Union and the Employer.

In situations where both the Union and the Employer are in agreement that discussions may be beneficial to resolving workload concerns, the two parties agree to discuss possible areas of concern and options for consideration to try and resolve these concerns.

By mutual agreement, the Union and the Employer may include employee representatives in these discussions.

Original signed by S. Gordon
On Behalf of the Manitoba
Government and General Employees'
Union

April 26, 2011
Date

Original signed by D. Cieszynski
On Behalf of Government of
Manitoba

MEMORANDUM OF AGREEMENT #14**SUBJECT: EMPLOYMENT SECURITY**

The parties hereto agree as follows:

1. This memorandum is effective from the first day of the bi-weekly pay period following the date of signing of the Collective Agreement to March 21, 2014 inclusive and shall expire on that date.
2. During the term of this memorandum there will be no lay-offs of regular employees who were hired on or before March 26, 2010.
3. This lay-off protection does not apply to:
 - (a) Any regular employee laid-off prior to this memorandum coming into effect;
 - (b) Term employees
 - (c) Seasonal Departmental employees
4. In the event that issues arise with respect to the spirit and intent of this Memorandum of Agreement, the parties agree to meet to discuss such issues.

Original signed by S. Gordon
On Behalf of the Manitoba
Government and General Employees'
Union

April 26, 2011
Date

Original signed by D. Cieszynski
On Behalf of Government of
Manitoba

MEMORANDUM OF AGREEMENT #15**SUBJECT: APPENDIX "E" PRIVATELY OWNED VEHICLES**

The parties hereto agree as follows:

1. This memorandum is effective from April 1, 2012 to March 21, 2014 inclusive.
2. The following formula shall be effective April 1, 2012:
 Base Rate = 41.0¢/km based on a price of \$1.00/litre of regular gasoline, (south of the 53rd).
 The kilometer rates would be adjusted based on the following ratio:
 - o for every full 10.0¢ increase/decrease in the price per litre of regular gasoline, there would be a 1.0¢/km increase/decrease in the private vehicle kilometer reimbursement rates.
 The private vehicle kilometer rates would be determined based on the previous six months average of regular gasoline prices in Winnipeg. A semi-annual review, for April 1 to September 30, and October 1 to March 31, will be conducted. Any increase or decrease resulting from a review shall be effective October 1 and April 1 respectively. The first potential adjustment would be scheduled to occur October 1, 2012.
3. This Memorandum expires March 21, 2014.
4. Rates in effect March 21, 2014 shall remain in effect.

Original signed by S. Gordon
 On Behalf of the Manitoba
 Government and General Employees'
 Union

April 26, 2011
 Date

Original signed by D. Cieszynski
 On Behalf of Government of
 Manitoba

MEMORANDUM OF AGREEMENT #16**SUBJECT: EMPLOYMENT SECURITY (GREEN TEAM)**

The hiring of persons in the Green Team will not result in the lay-off, reduction of hours or dismissal of any current employees or replace employees who have previously been laid-off or dismissed.

Original signed by S. Gordon
 On Behalf of the Manitoba
 Government and General Employees'
 Union

April 26, 2011
 Date

Original signed by D. Cieszynski
 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 (7¼) hours per work day and thirty-six and one-quarter (36¼) 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.

SECONDMENTS WITHIN THE CIVIL SERVICE

The following guidelines respecting secondments within the Civil Service are attached for information purposes only.

"Secondment" means the temporary assignment or loan of employees within their staff year to another branch or department of the Manitoba Government. Secondments may be used to staff a special program, to utilize expertise to perform a certain function and/or for staff development.

"Seconded Employee" means an employee who has temporarily changed assignments due to a secondment. A seconded employee shall sign a secondment agreement that sets out the specific terms of the secondment including the classification and pay arrangements.

Upon completion of the secondment:

- a) the employee shall return to the employee's former position and classification or to a comparable position and classification; or
- b) the current secondment may be extended by the Employer.

In the event that during the term of the secondment, the employee's position is abolished, the employee shall be notified in accordance with the terms of Article 24 - Lay Off and the terms and conditions of this article shall apply.

ADMINISTRATION COMPONENT

APPLICATION

- 1:01 The following shall apply to all employees in the bargaining unit who are incumbents in classifications listed in the attached Component salary schedule exclusively.

HOURS OF WORK

- 2:01 All employees within this Component shall work seven and one-quarter ($7\frac{1}{4}$) consecutive hours per work day exclusive of meal periods and thirty-six and one-quarter ($36\frac{1}{4}$) hours per week. Normal office hours shall be 8:30 a.m. to 5:00 p.m., from Monday to Friday inclusive; but where it is necessary to provide service to the public on Saturday, sufficient staff for that purpose shall be maintained at the discretion of the employing authority.
- 2:02 Where the nature of the work, the exigencies of the service or existing regulations are such that it is not possible to observe the hours prescribed in Section :01, the employing authority, with the approval of Treasury Board Secretariat, may set different hours.
- 2:03 The number of daily and weekly hours as described in Section :01 may only be varied by mutual consent of the parties hereto.
- 2:04 Employees will be entitled to two (2) rest periods of fifteen (15) minutes each per day at such time as may be specified by the head of the department.

OVERTIME

- 3:01 An employing authority or other supervisory official authorized to do so by the employing authority may require employees under his or her authority to work beyond normal hours.
- 3:02 This Article dealing with compensation for overtime shall apply only to those employees who are in the classifications listed in below:

Administrative Officer 1, 2, 3
 Audit Accountant 1
 Financial Officer 1, 2, 3
 Information Technologist 1

Medical Examiner Investigator
 Purchasing Agent 1, 2
 Student Auditor 1, 2, 3, 4
 Systems Analyst 1, 2, 3

- 3:03 At the employee's option, authorized overtime shall be compensated by paying the employee for all hours worked at the applicable overtime rate or by granting the employee applicable time off in lieu.
- 3:04 An employee who is required to work beyond seven and one-quarter ($7\frac{1}{4}$) hours on the employee's scheduled work day is entitled to compensation at time and one-half ($1\frac{1}{2}x$) for all hours worked.
- 3:05 An employee who is required to work on the employee's first day of rest is entitled to compensation at time and one-half ($1\frac{1}{2}x$) for the first four (4) hours of overtime and double time ($2x$) for all time worked thereafter.
- 3:06 An employee who is required to work on the employee's second day of rest is entitled to compensation at double time ($2x$) for all hours worked. Second in this context means the second day in a series of consecutive calendar days of rest.
- 3:07 All time off in lieu shall be granted at a time mutually agreeable to the employee and the employing authority or authorized supervisory official.

- 3:08 Where an employee has chosen to receive time off in lieu, arrangements in respect thereof shall be completed to the mutual satisfaction of the employee and the employing authority or authorized supervisory official within sixty (60) days following the bi-weekly pay period in which the overtime was worked. Where mutual agreement cannot be reached within the sixty (60) day period, the employee shall receive payment based on the rate at which the employee was being paid when the overtime was worked.
- 3:09 An employee entitled to overtime compensation, if called out or scheduled to work additional hours, shall receive for the work a minimum payment equivalent to three (3) hours at the applicable overtime rate provided that the period of overtime worked by the employee is not contiguous to the employee's scheduled working hours. A meal break shall not be regarded as affecting contiguity.

COMPENSATORY LEAVE

- 4:01 Where an employee not eligible for premium overtime as set out in this Component has been designated by an authorized supervisory official to work overtime, such employee shall accumulate compensatory leave at the rate of one (1) hour for each hour worked.
- 4:02 By mutual agreement between the employee and the employing authority, accumulated compensatory leave shall be granted on the basis of either:
 (a) equivalent time off without loss of pay; or
 (b) payment at straight time hourly rates.
- 4:03 Time off under Subsection :02(a) shall be at a time mutually agreeable to the employee and the authorized supervisory official.
- 4:04 Where arrangements under Section :02 are not made within sixty (60) days from the start of the bi-weekly pay period in which the overtime was worked, the employee shall receive payment at straight time hourly rates based on the rate of pay at which the employee was being compensated when the overtime was worked.
- 4:05 Where an Information Technologist 2, 3 or 4 is called out or scheduled to work overtime, the employee shall receive for the work a minimum of three (3) hours compensatory leave provided that the period of overtime worked is not contiguous to the employee's scheduled working hours. A meal break shall not be regarded as affecting contiguity. This provision does not apply to phone calls received at home ie. the employee must be called "out" to work.

STAFF DEVELOPMENT

- 5:01 The parties recognize the desirability of ongoing staff development; and educational leave practices shall be as set forth from time to time in the Regulations under the Civil Service Act with respect thereto.

MEMORANDUM OF AGREEMENT #1**SUBJECT: RESOURCE TEAM AT THE SCHOOL FOR THE DEAF**

The Resource team at the School for the Deaf whose classifications come under the Administration Component will be provided with the same vacation provisions and accrual rates as teachers at the school commencing in the 2007 vacation year to be taken in the 2008 vacation year.

Original signed by S. Gordon
On Behalf of the Manitoba
Government and General Employees'
Union

April 26, 2011
Date

Original signed by D. Cieszynski
On Behalf of Government of
Manitoba

CLERICAL COMPONENT

APPLICATION

- 1:01 The following shall apply to all employees in the bargaining unit who are incumbents in classifications listed in the attached Component salary schedule exclusively.

HOURS OF WORK

- 2:01 All employees, except where otherwise specified within the provisions of this Component shall work thirty-six and one-quarter (36¼) hours per week.

2:02 **Regular Work Day and Regular Work Week**

Employees shall work seven and one-quarter (7¼) consecutive hours per work day exclusive of meal periods and thirty-six and one-quarter (36¼) hours per work week. Alterations to the foregoing shall only be by written mutual consent of both the parties to this Collective Agreement. This provision does not relate to the times of work in Section :03, or the days of work in Section :04.

2:03 **Times of Work**

Normal office hours shall be between 8:30 a.m. and 5:00 p.m., except for Storekeepers and Stores Clerks. Where the necessity to provide service to the public creates a need to set different times of work, the department, through the Labour Relations Division, after meaningful consultation with the Union, may set different times of work. This provision does not relate to the work day and work week in Section :02, or the days of work in Section :04.

2:04 **Days of Work**

The days of work shall be Monday to Friday inclusive except where it is necessary to provide service to the public on Saturdays, when sufficient staff may be maintained at the discretion of the department.

- 2:05 Normal hours of work for Storekeepers and Stores Clerks shall be determined by operational requirement, subject to the provisions of Sections :02 and :04.

- 2:06 Employees will be entitled to two (2) rest periods of fifteen (15) minutes each per day at such times as may be specified by the head of the department, or the employees' immediate supervisor.

- 2:07 Switchboard Operators shall, where necessary, be assigned shift duties to cover operations up to twenty-four (24) hours per day and seven (7) days per week.

OVERTIME

- 3:01 An employing authority or other supervisory official authorized to do so by the employing authority may require employees under his or her authority to work overtime.

- 3:02 Every reasonable effort shall be made to ensure that all overtime work is distributed equitably amongst employees who are able to perform the required duties.

- 3:03 An employee who is required to work overtime on the employee's regular work day shall receive compensation at time and one-half (1½x) for all overtime worked.

- 3:04 An employee who is required to work on the employee's day of rest shall receive compensation at double time (2x) for all time worked.

- 3:05 An employee, if called out or scheduled to work additional hours, shall receive for the work a minimum payment equivalent to three (3) hours at the applicable overtime rate provided that the period of overtime worked by the employee is not contiguous to the employee's scheduled working hours. A meal break shall not be regarded as affecting contiguity.
- 3:06 At the employee's option, overtime shall be compensated by paying the employee for all time worked at the applicable rate or by granting the employee equivalent time off in lieu thereof.
- 3:07 All time off in lieu thereof shall be granted at a time mutually agreeable to the employee and the employing authority or authorized supervisory official.
- 3:08 Where an employee has chosen to receive time off in lieu, arrangements in respect thereof shall be completed to the mutual satisfaction of the employee and the employing authority or authorized supervisory official within sixty (60) calendar days following the end of the bi-weekly pay period in which the overtime was worked. Where mutual agreement has not been reached within this sixty (60) day period, the employee shall receive payment based on the rate at which he was being paid when the overtime was worked.

CORRECTIONS COMPONENT

NOTE Re: CORRECTIONS COMPONENT

Portions of the Corrections Component that follow may be the subject of an interest arbitration proceeding between the parties in accordance with Memorandum of Agreement #3 of the 2006-2010 Corrections Component. As a result, the 2006-2010 Corrections Component remains in full force and effect pending the implementation of the results of an interest arbitration award and/or the implementation of changes to the Corrections Component as may otherwise be agreed to between the parties.

APPLICATION

1:01 The following shall apply to all employees in the bargaining unit who are incumbents in classifications listed in the attached Component salary schedule.

HOURS OF WORK

2:01 All employees shall come within forty (40) hours of work per week.

2:02 Employees shall work a regular work day of eight (8) consecutive hours exclusive of meal periods and a regular work week of forty (40) hours. Such meal periods shall not exceed thirty (30) minutes in duration.

2:03 Where an employee is designated to be on duty to supervise residents during the employee's meal period, or where an employee is required to remain in the correctional institution for security reasons during the employee's meal period, such time shall form part of the employee's work day. Such employee shall be entitled to receive a meal free of charge.

2:04 Any variations to a work day or work week other than those described in Section :02 shall only be instituted by mutual consent of both of the parties hereto.

2:05 Employees shall be entitled to two (2) rest periods of fifteen (15) minutes each per day, at such time as may be specified by the head of the department.

2:06 Days of rest shall be scheduled on a consecutive basis except where operational requirements do not permit.

2:07 The parties agree to the following terms and conditions with respect to the changing of a regularly scheduled employee's posted shift by the employer at Provincial Correctional Institutions:

- (a) where changes are necessary in a regularly scheduled posted shift, an employee who is affected by such change shall be notified at least twenty-four (24) hours in advance. The foregoing, however, shall not apply to instances of personnel replacement due to sick leave nor to emergency situations beyond the control of the employer;
- (b) should an employee not receive at least twenty-four (24) hours notice of a change of a regularly scheduled posted shift except as provided in (a) above, then such affected employee shall be paid at time and one-half (1½x) for all hours worked for the first shift which varies from the posted schedule;
- (c) a prescheduled employee who is called into work shall not have his scheduled shift in the same bi-weekly pay period changed or cancelled unless by mutual agreement;
- (d) notwithstanding the above, in addition to the notice required under 2:07 (a), employees shall be given as much reasonable notice as possible of any shift change required to accommodate training.

- 2:08 Each Correctional Institution shall designate specific and equal periods of the vacation year for the purposes of scheduling vacation. Accordingly, vacation scheduled shall be administered as follows:
- (a) employees who desire to take vacation in any one period of the vacation year shall notify the Correctional Institution eight (8) weeks in advance of the start of the designated period of the fiscal year.
 - (b) four (4) weeks prior to the start of the first shift cycle in each period of the vacation year, the Correctional Institution shall schedule vacation for each period of the vacation year in accordance with both the requests of the employees and operational requirements.
 - (c) Nothing in Section 2:08 affects the rights of the Employer or employees under Section 27 of the G.E.M.A.

OVERTIME

- 3:01 For the purpose of this Agreement, "overtime" shall mean:
- (a) in the case of a full-time employee, authorized time worked in excess of the employee's regular work day or regular work week;
 - (b) in the case of a part-time employee, all authorized time worked in excess of eight (8) hours in a day or forty (40) hours in a week.
- 3:02 A supervisor authorized to do so, may require an employee under the supervisor's authority to work overtime.
- 3:03 The sections of this Component dealing with compensation for overtime shall apply to those employees who are in a classification listed below:
- | | |
|---|--|
| Correctional Services Officer 1, 2
Correctional Officer 1, 2, 3, 4 | Correctional Trades Instructor 1, 2, 3
Juvenile Counsellor 1, 2, 3, 4 |
|---|--|
- 3:04 An employee who works overtime on the employee's regular work day shall be compensated at time and one-half (1½x) for all such time worked.
- 3:05 An employee who works on a day of rest shall be compensated at double time (2x) for all time worked on that day.
- 3:06 An employee, if called out or scheduled to work overtime shall receive for the work, compensation for a minimum of three (3) hours at the applicable overtime rate provided that the period of overtime worked by the employee is not contiguous to the employee's regular work day. A meal break shall not be regarded as affecting contiguity.
- 3:07 At the employee's option, overtime shall be compensated by paying the employee for all time worked at the applicable overtime rate or by granting the employee the equivalent time off in lieu of payment.
- 3:08
- (a) Where an employee has chosen to receive time off in lieu of overtime payment, such time off shall be granted at a time mutually agreeable to the employee and a supervisor authorized to grant such time off within ninety (90) calendar days following the end of the bi-weekly pay period in which the overtime was worked. Such mutual agreement between the employee and the authorized supervisor shall not be unreasonably withheld.
 - (b) Where an employee grieves the unreasonable withholding of mutual agreement with respect to Sub-section :08 (a), the employee may file such grievance at Step 2 of the grievance procedure. No payment for the overtime period in question shall be made pending disposition of the grievance.

- 3:09 Where mutual agreement has not been reached within this ninety (90) calendar day period, the employee shall receive payment and such payment shall be made at the rate of pay in effect for the employee at the time when the overtime was worked.
- 3:10 Overtime shall be paid at the appropriate step within the employee's pay range attached to the employee's classification excluding any extra qualification payments.
- 3:11 (a) Where an employee is required, as a general condition of employment to take a course upgrading the employee's qualifications, and where successful completion of such a course qualifies the employee for additional pay if, due to the existing shift schedule, the employee is required to attend classes on the employee's day(s) of rest, the employee may be compensated for such days through time off at straight time.
- (b) Where an employee is required to attend a training program on the employee's day of rest, such employee shall be given, subject to operational requirements, as much notice as reasonable.

COMPENSATORY LEAVE

- 4:01 Where an employee not eligible for premium overtime as set out in this Component has been designated by an authorized supervisory official to work overtime, such employee shall accumulate compensatory leave at the rate of one (1) hour for each hour worked.
- 4:02 Where an employee referred to in Section :01 above is called out or scheduled to work overtime, such employee shall receive for the work of a minimum of three (3) hours compensatory leave provided that the period of overtime worked is not contiguous to the employee's scheduled working hours. A meal break shall not be regarded as affecting contiguity.
- 4:03 At the option of the employing authority, accumulated compensatory leave shall be granted on the basis of either:
- (a) equivalent time off without loss of pay; or
- (b) payment at straight time hourly rates.
- 4:04 Time off under Sub-section :03 (a) shall be at a time agreed to by the employing authority or authorized supervisory official.
- 4:05 Where arrangements under Section :03 are not made within one (1) year from the start of the bi-weekly pay period in which the overtime was worked, the employee shall receive payment at straight time hourly rates based on the rate of pay at which the employee was being compensated when the overtime was worked.
- 4:06 (a) "Muster", for the purposes of this Article, shall mean an assembly of Correctional Officers or Juvenile Counsellors who are required to receive information, prior to the commencement of their shift from employees who are on duty.
- (b) Employees who muster prior to the commencement of their shift, where there is no shift overlap, shall receive ten (10) minutes straight time per shift to be taken as compensatory time off.

Each correctional facility shall determine, based upon operational requirements, whether or not a muster is required.

CAMP ALLOWANCE

- 5:01 An employee who is employed at a camp operated for Correctional Services shall receive a camp allowance of twelve dollars (\$12.00), in addition to the employee's normal salary, for each scheduled twenty-four (24) hour period or portion thereof during which the employee is employed at the camp.
- 5:02 In addition to the allowance specified in Section :01, where an employee in a Corrective and Rehabilitative Camp is required to work in excess of the employee's regular daily hours, such employee shall receive six and one-quarter percent (6¼%) of the employee's current bi-weekly salary in addition to the employee's regular pay. This payment shall be for all time worked in excess of the employee's regular daily hours, and shall be in lieu of daily overtime standby, call out, or shift premium.
- 5:03 An employee required to be at a Correctional Camp during the normal meal period shall be provided with a meal free of charge.
- 5:04 Where an employee, who qualifies for the allowance specified in Section :01 but is not designated to be on duty in accordance with Section :02, is called out to work in an emergency situation, such employee shall be paid at time and one-half (1½x) the employee's regular hourly rate of pay for all time worked in the said emergency.
- 5:05 A Correctional Camp shall designate an employee to be "in charge" for each shift, either in the absence of the Camp Supervisors or during the evening/night shift and such employee shall be entitled to Supervisory Pay in accordance with Article 6:01 of this agreement.

SUPERVISORY PAY

- 6:01 Where a Correctional Officer 1, 2, or 3 or a Juvenile Counsellor 1, 2 or 3 is temporarily assigned the supervisory duties of a higher classification in the absence of the incumbent in that position in a correctional institution for four (4) hours or more, such Correctional Officer or Juvenile Counsellor shall be paid at the rate of pay for the higher classification from the date of such temporary assignment of supervisory duties until such temporary assignment is revoked.
- 6:02 A Correctional Officer or a Juvenile Counsellor who is receiving supervisory pay shall not be eligible to receive acting status pay as described in Article 66 - Acting Status in the Master Agreement.

PAYMENT OF MONIES

- 7:01 Monies owed to employees for overtime, call-back, standby, and camp pay shall be calculated and paid as expeditiously as possible.

JOINT CONSULTATION COMMITTEE

- 8:01 A joint consultation committee will be established and maintained in each of the permanent correctional institutions. Each committee shall consist of no more than four (4) representatives of the government and four (4) representatives of the Union which shall include the local negotiator, vice president or designate. Except by mutual agreement, this committee shall meet once each month for the purpose of discussing matters of mutual concern, and which either party considers appropriate for discussion by the committee.

- 8:02 The committee may make recommendations to the Union and the government with respect to its discussion and conclusions, but it shall not have jurisdictions over wages, or any matter of collective bargaining including the administration of the Master Agreement or this Component. The committee shall not supersede the activities of any committee of the Union or of the government and it does not have the power to bind either the Union or its members of the government to its decisions or conclusions. Specific terms of reference of the committee are as mutually agreed.

STANDBY - EMERGENCY RESPONSE TEAM

- 9:01 A Correctional Officer who has been designated by the employing authority or authorized supervisor to be available on standby during off duty hours, and who is a member of an emergency response team, shall be entitled, to payment of eleven dollars and fifty cents (\$11.50) for standby on a regular working day and nineteen dollars (\$19.00) for standby on a day of rest or paid holiday.
- 9:02 The provisions of Article 64 - Standby do not apply to employees covered by this Article.

**CORRECTIONAL EMERGENCY RESPONSE UNIT AND
INCIDENT RESPONSE TEAM ALLOWANCES**

- 10:01 A Correctional Officer or Juvenile Counsellor who has completed the Correctional Emergency Response Unit (CERU) training and is an active member of a designated CERU team shall receive an allowance of twenty dollars (\$20.00) bi-weekly.
- 10:02 A Correctional Officer or Juvenile Counsellor who has completed Incident Response Team (IRT) training and is an active member of a designated IRT list shall receive an allowance of ten dollars (\$10.00) bi-weekly.

IN-SERVICE TRAINING

- 11:01 Juvenile Counsellors, Correctional Officers and Correctional Services Officers shall be enrolled in the Correctional Employees In-Service Training Course, and shall have completed such training course within one (1) year of their commencement date of employment.

TERM EMPLOYEES

- 12:01 Where an employee covered by the Corrections Component is hired as a term employee, that employee shall receive a letter of offer at the time of hire which provides the specific details of the employee's term employment.

DIVISIONAL TRAINING

- 13:01 All employees of the Correctional Component shall be scheduled for the mandatory training as prescribed by the Division policy.

MEMORANDUM OF AGREEMENT #1**SUBJECT: PART-TIME EMPLOYEES**

1. Overtime shall mean for part-time Correctional Officers who work a twelve (12) hour shift all authorized time worked in excess of a twelve (12) hour shift in a day or all authorized time worked in excess of eighty-four (84) hours in a bi-weekly pay period; notwithstanding Sub-section 3:01 (b) of the Corrections Component Agreement.
2. Where a part-time employee works more than eighty (80) hours and less than eighty-four (84) hours in a pay period the employee may bank the difference between eighty-four (84) and eighty (80) hours at straight time rates.
3. Management will fill regular full-time Correctional Officer and Juvenile Counselor positions on an institutional basis in accordance with the following:
 - (a) subject to Section :05 of Article 11 - Recruitment and Appointment, part-time employees with more than three (3) years of accumulated service will be given first consideration provided they meet the requirements, including core competencies, of the divisional policy for the filling of these positions;
 - (b) seniority will be the determining factor provided employees meet the standards set by management with respect to prior work performance, sick leave usage and disciplinary record.
4. Where a part-time employee is ill for a length of time which extends beyond the posted shift scheduled period, the sick leave payable shall be based upon the average of the hours worked in the preceding eight (8) weeks prior to the commencement of sick leave.
5. Where sick leave usage is used as a standard in accordance with 3. (c), such usage shall be calculated on a daily, not hourly, basis, e.g. a part-time employee ill for one (1) twelve (12) hour shift and a part-time employee ill for one (1) eight (8) hour shift shall both be considered absent due to illness for one (1) day for purposes of 3. (c).
6. Part-time Correctional Officers and Juvenile Counsellors shall be allowed to bank all prorated time earned when not required to work on the holiday.

Original signed by S. Gordon
 On Behalf of the Manitoba
 Government and General Employees'
 Union

April 26, 2011
 Date

Original signed by D. Cieszynski
 On Behalf of Government of
 Manitoba

MEMORANDUM OF AGREEMENT #2**SUBJECT: WORKPLACE MEDIATION**

The parties agree that a committee consisting of three (3) representatives from the Union and three (3) representatives from management shall be formed to discuss the use of an impartial mediator within the Corrections Division to assist in the resolution of workplace issues and disputes. The terms of reference of the mediator shall be as decided by the committee, however, the mediator will have no authority to bind either party and may only make non-binding recommendations on a without prejudice basis to either party.

Original signed by S. Gordon
On Behalf of the Manitoba
Government and General Employees'
Union

April 26, 2011
Date

Original signed by D. Cieszynski
On Behalf of Government of
Manitoba

MEMORANDUM OF AGREEMENT #3**SUBJECT: CORRECTIONS COMPONENT - INTEREST ARBITRATION**

The parties agree that the following terms and conditions shall apply to the renewal of the 2006 - 2010 Corrections Component Agreement of the Government Employees' Master Agreement:

1. Members of the Corrections Component Bargaining Unit shall be allowed a separate ratification vote on both the renewal of the 2006 - 2010 Master Agreement and the Corrections Component Agreement. The ratification vote of both the Master Agreement and the Corrections Component Agreement shall be conducted simultaneously.
2. In the event the Corrections Component Agreement is not ratified by the members of the Corrections Component Bargaining Unit, only those issues in dispute resulting from a renewal of the 2006 - 2010 Corrections Component Agreement may be referred to a single arbitrator in accordance with Section 50:06 of the Master Agreement.
3. The issues referred to arbitration shall consist of only those issues unique to the Corrections Component Agreement (i.e. wages) and shall not include:
 - (a) any proposal discussed or submitted by either party in negotiations with respect to a renewal of the 2006 - 2010 Government Employees' Master Agreement;
 - (b) any proposal which is the subject of an Article or Memorandum contained in the 2006 - 2010 Government Employees' Master Agreement, i.e. vacations, sick leave, etc.
4. In consideration of the foregoing the Union and its members agree that there will not be any work stoppage of the members of the Corrections Component Bargaining Unit in the event the renewal of the 2006 - 2010 Corrections Component Agreement is not ratified. A "work stoppage" means a strike as those terms are defined in The Labour Relations Act.

Original signed by S. Gordon
On Behalf of the Manitoba
Government and General Employees'
Union

April 26, 2011
Date

Original signed by D. Cieszynski
On Behalf of Government of
Manitoba

MEMORANDUM OF AGREEMENT #4**SUBJECT: ACCUMULATED TIME OFF**

1. In accordance with Section 2:04 of the Sub-Agreement, the parties agree that Correctional Institutions may vary the work day or work week and any variations shall be by mutual agreement between the parties.
2. In order to schedule shifts that are in excess of those prescribed in Section 2:02 without accruing overtime, employees working such hours receive compensatory leave known as "Accumulated Time Off" for the hours worked in excess of the weekly hours of work, within the specific Correctional Institution cycles.
3.
 - (a) ATOs shall be scheduled in advance on rotational basis exclusive of statutory holidays; rotational basis means that an employee's ATO days shall, from one cycle to the next, rotate throughout the days of the week. There shall be no "black out" periods for ATOs.
 - (b) Any exception to this process can be approved through mutual agreement between the parties.
 - (c) Individual requests for changes to or flexibility for scheduled ATOs shall be resolved between the affected employee and the Superintendent or Deputy Superintendent and such requests shall not be unreasonably denied.
4. The Correctional Institution shall schedule the ATO day(s) during the shift cycle in which the accumulated time off is earned, according to the following provisions:
 - (a) A shift cycle is defined as a period or cycle consisting of three (3) pay periods, or any multiple thereof not exceeding twelve (12) pay periods.
 - (b) Scheduled ATO days shall only be varied or rescheduled to accommodate:
 - (i) individual requests in accordance with 3 (c);
 - (ii) affected individual training events;
 - (iii) employees conducting official union business in accordance with Section 45:01 of the G.E.M.A.;
 - (iv) employees moved to a different shift pattern.
5. For purposes of Section 2:08 (b) of the Sub-Agreement, an ATO day shall be considered a work day.
6. For all other purposes, "Accumulated Time Off" shall be characterized and treated as compensatory leave taken on the basis of equivalent time off without loss of pay. Such characterization shall not be changed subsequent to the scheduling of the accumulated time off.
7.
 - (a) An employee on approved Sick Leave for a period greater than a bi-weekly pay period shall be converted to an eighty (80) hour bi-weekly pay period. Such an employee shall neither accrue nor take ATOs during the period of sick leave.
 - (b) If an employee is sick on an approved or scheduled ATO day, the employee is entitled to have the ATO day re-credited in accordance with Section 28:15 of the G.E.M.A.
8. Each institution shall decide on their ATO pattern, by mutual agreement between the parties.

Original signed by S. Gordon
 On Behalf of the Manitoba
 Government and General Employees'
 Union

April 26, 2011
 Date

Original signed by D. Cieszynski
 On Behalf of Government of
 Manitoba

MEMORANDUM OF AGREEMENT #5**SUBJECT: RIOT, HOSTAGE TAKING, ASSAULT**

In the event of a riot, hostage taking or physical assault upon an employee by an inmate, which adversely affects those employees directly involved in the handling of the incident, the Employer shall take the following considerations into account if an employee advises that the employee is unable to return to work in the employee's previous position:

1. The degree of injury or trauma suffered by the employee as a direct result of involvement in the incident.
2. Whether the injury or trauma required hospitalization or extensive medical or psychiatric treatment as determined by a medical practitioner.
3. The availability of existing compensation provisions, i.e. Workers Compensation and long term disability, statutory benefits and assistance programs to address the period of injury or trauma affecting the employee's ability to return to the employee's former position.
4. The employee has the option to have a union representative present at any meeting with the Employer.

Based upon these considerations, the Employer, in consultation with the Union, shall make every reasonable effort to find a suitable alternate position with the Employer within a reasonable period of time. The parties agree to meet to discuss and review the impact of any major disturbance with a view to finding improved solutions, should such an incident occur during the life of the Agreement.

Original signed by S. Gordon
On Behalf of the Manitoba
Government and General Employees'
Union

April 26, 2011
Date

Original signed by D. Cieszynski
On Behalf of Government of
Manitoba

MEMORANDUM OF AGREEMENT #6**SUBJECT: UNIFORMS**

The parties agree that the Division's Uniform policy shall be extended to Portage Correctional Institute and Milner Ridge Correctional Institute.

Original signed by S. Gordon
On Behalf of the Manitoba
Government and General Employees'
Union

April 26, 2011
Date

Original signed by D. Cieszynski
On Behalf of Government of
Manitoba

MEMORANDUM OF AGREEMENT #7

**SUBJECT: STANDARDIZED BENEFIT CALCULATIONS FOR HOURS OF WORK VARIATIONS
(I.E. 12 HOUR SHIFT PATTERNS)**

The parties agree to vary the terms and conditions of the Government Employees' Master Agreement (GEMA), and the Component Sub-Agreement for certain groups of employees who work shifts other than the standard eight (8) hour day and forty (40) hour week as per Hours of Work Articles contained in the applicable Component Sub-Agreement.

The purpose of this Memorandum is to provide standardized benefit administration for non-standard shifts.

Any term and condition not specifically mentioned in this Memorandum shall continue to be applied in accordance with the provisions of the GEMA and the applicable Component Sub-Agreement.

General Principle

Where a benefit is to be calculated for an employee working under the terms and conditions of a variation to the work day or work week, it shall be calculated in a manner such that:

- (a) there shall be no increased costs to the employer when compared to standard eight hour day employee.
- (b) the benefit shall be pro-rated in a manner that will provide an equivalent benefit to employees working a regular work day and work week.

1. Hours of Work

- (1) Employees shall work an average of eighty (80) hours bi-weekly based on the shift schedule.
- (2) Employees covered by the terms of this Memorandum may be scheduled to work more than eighty (80) regular hours of work in any bi-weekly pay period without incurring overtime.

2. Overtime

Daily overtime shall be paid after the normal scheduled daily hours (e.g. twelve hour shift - overtime paid after twelve hours). On an employee's days of rest, overtime shall be paid at the rate of double time (2x) for all time worked.

Employees categorized as regular part-time and part-time term who work twelve hour shifts in the Department of the Attorney-General Corrections Division shall be eligible for overtime as follows:

(a) Daily Overtime

Where a part-time employee is scheduled to work a twelve hour day the employee shall be eligible to receive overtime after completion of twelve hours.

(b) Bi-weekly Overtime

Where a part-time employee is scheduled to work twelve hour shifts that employee shall be eligible to receive overtime after the completion of eighty-four (84) hours in the bi-weekly pay period.

N.B.

Where a regular part-time or part-time term employee is temporarily appointed to a full-time position on a regular shift he shall be eligible for overtime in accordance with that regular shift schedule, i.e. consistent with overtime payment to regular full-time employees.

Part-time employees in the Department of Justice - Corrections Division are eligible for overtime only after (8) hours worked, unless the employee has been scheduled to work a shift which exceeds (8) hours.

3. Sick Leave

Where an employee is absent due to illness, his sick leave credits shall be reduced by a pro-rated amount (e.g. twelve hour shift - sick leave reduced by twelve hours).

4. Vacation

(1) Vacation leave shall be converted to hours in accordance with the following:

- (a) 3 weeks vacation = 3 x 40 = 120 hours
- (b) 4 weeks vacation = 4 x 40 = 160 hours
- (c) 5 weeks vacation = 5 x 40 = 200 hours
- (d) 6 weeks vacation = 6 x 40 = 240 hours

(2) An employee on vacation shall have his vacation entitlement reduced by the total number of hours that he would have been scheduled to work while on vacation.

5. Shift Premium

Where an employee works a shift, where half ($\frac{1}{2}$) or more of the hours are during shift premium hours (as per the applicable Component Sub-Agreement) the employee shall receive a shift premium in accordance with the following formula:

$$\frac{\text{hours worked}}{8} \times \text{applicable shift premium} = \text{shift premium}$$

6. Holidays

Employees shall be compensated for holidays as follows:

- (i) Where a holiday falls on an employee's day of rest and he is not required to work on that day he shall receive at his option eight (8) hours time off or eight (8) hours pay in lieu.
- (ii) Where a holiday falls on an employee's day of rest and he is required to work that day he shall receive at his option eight (8) hours time off or eight (8) hours pay in lieu, plus he shall be paid at the rate of double time (2x) for all time worked.
- (iii) Where a holiday falls on an employee's regular work day and he works, he shall receive his regular pay and an additional payment calculated at the rate of time and one-half ($1\frac{1}{2}x$) for all hours worked on that holiday.

7. Compassionate Leave

Compassionate Leave shall be converted to hours as follows:

- (a) Employee eligible for five days = 40 hours
- (b) Employee eligible for four days = 32 hours
- (c) Employee eligible for three days = 24 hours
- (d) Employee eligible for two days = 16 hours
- (e) Employee eligible for one day = 8 hours

8. Other Leaves

All authorized leaves with pay shall be converted to hours. Where an employee is eligible for one day leave with pay per the GEMA then the employee shall be eligible for eight (8) hours pay, e.g. employee eligible for one day paternity leave will receive eight hours leave with pay. Any additional time off required to provide the employee with a full shift off shall be at no cost to the employer (e.g. options to include leave without pay or charge to vacation leave or banked overtime).

This Memorandum of Agreement shall be effective from the date of signing up to and including September 30, 1994 and shall remain in force and effect from year to year thereafter unless written notice to negotiate a renewal is given by either party at least forty-five (45) days prior to the expiry date hereof.

Original signed by S. Gordon
On Behalf of the Manitoba
Government and General Employees'
Union

April 26, 2011
Date

Original signed by D. Cieszynski
On Behalf of Government of
Manitoba

LETTER OF UNDERSTANDING #1

SUBJECT: PART-TIME EMPLOYEES WORKING ON A STATUTORY HOLIDAY

The Government of Manitoba intends to change its practice regarding the recording of hours worked by part-time employees who, in accordance with Section 2:04 of the Sub-Agreement, work a varied work day on a statutory holiday. The past practice of characterizing only eight (8) hours as regular hours and the additional hours as overtime shall be changed and all hours worked shall be considered regular hours, at applicable overtime rates.

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On Behalf of the Manitoba
Government and General Employees'
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April 26, 2011
Date

Original signed by D. Cieszynski
On Behalf of Government of
Manitoba

LETTER OF UNDERSTANDING #2

SUBJECT: MEMORANDUM OF AGREEMENT - STANDARDIZED BENEFIT CALCULATIONS FOR HOURS OF WORK VARIATIONS (I.E. 12 HOUR SHIFT PATTERNS)

This will confirm the parties intent that Article 6(iii) Holidays shall continue to be applied in accordance with present practice:

Corrections Division

The present practice in the Corrections Division will continue with this revised wording, i.e. the employee shall receive eighteen (18) hours in the bank in addition to his regular pay. Two shifts shall receive the benefit of this calculation consistent with the Corrections practice of "moving the clock", i.e. treating the holiday as twenty-four consecutive hours from the start of the appropriate shift.

An employee who works twelve hours on the holiday therefore receives:

Regular Pay	12 hours
Additional Payment of 12 Hours at time and one-half	<u>18 hours</u>
Total Payment	<u>30 hours</u>

Original signed by S. Gordon
On Behalf of the Manitoba
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April 26, 2011
Date

Original signed by D. Cieszynski
On Behalf of Government of
Manitoba

LETTER OF INTENT

SUBJECT: EARNED BENEFIT TIME

In accordance with the Collective Agreement and Corrections Component Sub-Agreement, the Department of Justice shall follow a policy as agreed to between the parties, such that:

1. Employees shall submit requests in writing to use earned benefit time.
2. When a request is approved, the department agrees to **not** change the **type** of leave requested.
3. The department will ensure that any deductions from the requested benefit bank are accurately withdrawn, i.e. A.T.O.'s, Sick Leave, Vacation, etc.

Original signed by S. Gordon
On Behalf of the Manitoba
Government and General Employees'
Union

April 26, 2011
Date

Original signed by D. Cieszynski
On Behalf of Government of
Manitoba

HEALTH COMPONENT**APPLICATION**

- 1:01 The following shall apply to all employees in the bargaining unit who are incumbents in classifications listed in the attached Component salary schedule exclusively.

HOURS OF WORK

- 2:01 All employees shall come within one of the following hours of work categories:
 (a) thirty-six and one-quarter ($36\frac{1}{4}$) hours per week;
 (b) forty (40) hours per week.
 (c) thirty-eight and three-quarter ($38\frac{3}{4}$) hours per week
- 2:02 All classifications in the Health Component come within hours of work Category (B) (40 hours per week) with the exception of the following classifications which come within hours of work Category (A) ($36\frac{1}{4}$ hours per week):

Behaviour Counsellors	Pharmacists
Dentist 3	Pharmacy Technician
Medical Equipment Technicians	Physiotherapists
Occupational Therapists	Psychologists

or Category (C) ($38\frac{3}{4}$ hours per week)

Chief Flight Nurse	Nurse Graduate
Licensed Practical Nurse	Nurse Practitioner
Nurse 1, 2, 3	

2:03 **Category (A)**

Employees coming within Category (A) of Section :01 shall work a regular work day of seven and one-quarter ($7\frac{1}{4}$) consecutive hours and a regular work week of thirty-six and one-quarter ($36\frac{1}{4}$) hours exclusive of lunch periods. Normal office hours shall be 8:30 a.m. to 5:00 p.m. from Monday to Friday, inclusive; but where it is necessary to provide service to the public on Saturday, sufficient staff for that purpose shall be maintained on Saturday at the discretion of the employing authority.

2:04 **Category (B)**

Employees coming within Category (B) of Section :01 shall work a regular work day of eight (8) consecutive hours exclusive of meal periods and a regular work week of forty (40) hours. Such meal periods shall not exceed thirty (30) minutes in duration, however, where it is mutually agreed between the supervisor and the employee, such meal periods shall not exceed one (1) hour in duration.

2:05 **Category (C)**

Employees coming within Category (C) of Section :01 shall work a regular work day of seven and three-quarter ($7\frac{3}{4}$) consecutive hours exclusive of meal periods and a regular work week of thirty-eight and three-quarter ($38\frac{3}{4}$) hours. Such meal periods shall not exceed thirty (30) minutes in duration, however, where it is mutually agreed between the supervisor and the employee, such meal periods shall not exceed one (1) hour in duration.

- 2:06 Where an employee is designated to be on duty to supervise residents during the employee's meal period, such time shall form part of the employee's work day.
- 2:07 Any variations to a work day or work week other than those described in Sections :03, :04 and :05 shall only be instituted by mutual consent of both of the parties hereto.
- 2:08 Employees shall be entitled to two (2) rest periods of fifteen (15) minutes each per day, at such time as may be specified by the head of the department.
- 2:09 Days of rest shall be scheduled on a consecutive basis except where operational requirements do not permit.
- 2:10 The parties agree to the following terms and conditions with respect to the changing of a regularly scheduled employee's posted shift by the employer at Provincial Mental Health Centres:
- (a) where changes are necessary in a regularly scheduled posted shift, an employee who is affected by such change shall be notified at least twenty-four (24) hours in advance. The foregoing, however, shall not apply to instances of personnel replacement due to sick leave, nor to emergency situations beyond the control of the employer;
 - (b) should an employee not receive at least twenty-four (24) hours notice of a change of a regularly scheduled posted shift except as provided in (a) above, then such affected employee shall be paid at time and one-half ($1\frac{1}{2}x$) for all hours worked for the first shift which varies from the posted schedule.
- 2:11 The following provisions will apply to full-time shift employees at Selkirk Mental Health Centre and the Manitoba Developmental Centre:
- (a) shift schedules shall be posted two (2) weeks in advance. The posted schedule shall cover a minimum period of two (2) weeks;
 - (b) except in emergency situations, there shall be no changes to the shift schedule once it has been posted without the agreement of the employee and the supervisor or manager;
 - (c) employees will be entitled to one weekend, i.e. Saturday and Sunday, off in every three (3) weekends. It is acknowledged that for some shift schedules this requirement may be met by averaging two (2) weekends off over six (6) weeks;
 - (d) the provisions of Section 26:07 of the Agreement for banking accumulated compensatory leave in respect of Holidays do not apply. The following shall apply instead:
 Subject to Article 61 – Overtime and Compensatory Leave, employees shall be entitled to maintain a bank of up to five (5) days of accumulated compensatory leave earned through the holiday and overtime provisions of the Agreement. Such leave shall be taken at a mutually agreeable time. Except with the approval of the employing authority, such accumulated compensatory leave must be taken or paid out before the end of the fiscal year;
 - (e) these changes are effective September 23, 2000.

OVERTIME

- 3:01 For the purpose of this Agreement, “**overtime**” shall mean:
- (a) in the case of a full time employee, authorized time worked in excess of the employee's regular work day or regular work week;
 - (b) in the case of a part-time employee, all authorized time worked in excess of seven and one quarter ($7\frac{1}{4}$) or eight (8) or seven and three-quarter ($7\frac{3}{4}$) hours in a day or thirty-six and one-quarter ($36\frac{1}{4}$) or forty (40) hours or thirty-eight and three-quarters ($38\frac{3}{4}$) in a week.
- 3:02 A supervisor authorized to do so, may require an employee under the supervisor's authority to work overtime. Except in emergency situations, a supervisor shall endeavour to assign overtime work as fairly as possible amongst those employees qualified to perform the work.

3:03 The sections of this Component dealing with compensation for overtime shall apply to those employees who are in the following classifications:

Activities Instructor 1, 2, 3, 4	Nurse Graduate
Behaviour Counsellor	Nurse Practitioner
Chief Flight Nurse	Nursing Attendant 2
Institutional Supervisor 1, 2, 3	Occupational Therapist 1, 2
Laboratory Assistant 1, 2	Pharmacy Technician
Licensed Practical Nurse	Physiotherapist 1, 2
Medical Equipment Technician 1, 2, 3	Psychiatric Nursing Assistant 1, 2
Medical Technologist 1, 2, 3, and 4	Psychologist 1
Nurse 1, 2, 3	

3:04 An employee who works overtime on the employee's regular work day shall be compensated at time and one-half (1½x) for all such time worked.

3:05 An employee who works a day of rest shall be compensated at double time (2x) for all time worked on that day.

3:06 An employee, if called out or scheduled to work overtime shall receive for the work, compensation for a minimum of three (3) hours at the applicable overtime rate provided that the period of overtime worked by the employee is not contiguous to the employee's regular work day. A meal break shall not be regarded as affecting contiguity.

3:07 At the employee's option, overtime shall be compensated by paying the employee for all time worked at the applicable overtime rate or by granting the employee the equivalent time off in lieu of payment.

3:08 (a) Where an employee has chosen to receive time off in lieu of overtime payment, such time off shall be granted at a time mutually agreeable to the employee and a supervisor authorized to grant such time off within ninety (90) calendar days following the end of the bi-weekly pay period in which the overtime was worked. Such mutual agreement between the employee and the authorized supervisor shall not be unreasonably withheld.

(b) Where an employee grieves the unreasonable withholding of mutual agreement with respect to Subsection :08 (a), the employee may file such grievance at Step 2 of the grievance procedure. No payment for the overtime period in question shall be made pending disposition of the grievance.

3:09 Where mutual agreement has not been reached within this ninety (90) calendar day period, the employee shall receive payment and such payment shall be made at the rate of pay in effect for the employee at the time when the overtime was worked.

3:10 Overtime shall be paid at the appropriate step within the employee's pay range attached to the employee's classification excluding any extra qualification payments.

3:11 Where an employee is required, as a general condition of employment to take a course upgrading the employee's qualifications, and where successful completion of such a course qualifies the employee for additional pay if, due to the existing shift schedule, the employee is required to attend classes on the employee's day(s) of rest, the employee may be compensated for such days through time off at straight time.

COMPENSATORY LEAVE

4:01 Where an employee not eligible for premium overtime as set out in this Component has been designated by an authorized supervisory official to work overtime, such employee shall accumulate compensatory leave at the rate of one (1) hour for each hour worked.

- 4:02 Where an employee referred to in Section :01 above is called out or scheduled to work overtime, the employee shall receive for the work a minimum of three (3) hours compensatory leave provided that the period of overtime worked is not contiguous to the employee's scheduled working hours. A meal break shall not be regarded as affecting contiguity.
- 4:03 At the option of the employing authority, accumulated compensatory leave shall be granted on the basis of either:
 (a) equivalent time off without loss of pay; or
 (b) payment at straight time rates.
- 4:04 Time off under Subsection :03(a) shall be at a time agreed to by the employing authority or authorized supervisory official.
- 4:05 Where arrangements under Section :03 are not made within one (1) year from the start of the bi-weekly pay period in which the overtime was worked, the employee shall receive payment at straight time hourly rates based on the rate of pay at which the employee was being compensated when the overtime was worked.

QUALIFICATION PAY

- 5:01 Nurses are eligible for additional qualification pay as follows:
 (a) Nurses who are both a Registered Psychiatric Nurse and a Registered Nurse - fifty dollars (\$50.00) per month (\$23.00 bi-weekly);
 (b) Nurses holding a Bachelor of Nursing Science Degree – sixty-five dollars (\$65.00) per month (\$29.90 bi-weekly).
- 5:02 Graduates holding a diploma in Psychiatric or General Nursing from an approved School of Nursing and who are eligible to attempt examinations for registration within the Province of Manitoba, are eligible to be placed as "Graduate Nurse". Persons in this classification may be employed on a term basis for a period not exceeding one (1) year during which period as a condition of employment the employee must pass the required examinations and attain registration in order to become a regular civil servant.
- 5:03 A Licensed Practical Nurse holding a "Conditional License" in the Province of Manitoba may be employed as a Licensed Practical Nurse at the minimum step of the range and may only be eligible for the first step within the applicable pay range when fully qualified as a "Licensed Practical Nurse". A Practical Nurse licensed as a fully qualified "Licensed Practical Nurse" in the Province of Manitoba may be employed as a Licensed Practical Nurse at the first step within the applicable pay range.
- 5:04 Provided that the following academic qualifications are required and/or used on the job in the Medical Technologist 1 classification, the employing authority shall pay to any such employee the following extra monthly allowance for the said qualifications:
 (a) A.R.T. or A.C. – ninety dollars (\$90.00) per month (\$41.40 bi-weekly);
 (b) B.Sc. and R.T. – ninety dollars (\$90.00) per month (\$41.40 bi-weekly);
 (c) C.L.M.L.S. or F.C.A.M.R.T. – one hundred and twenty dollars (\$120.00) per month (\$55.20 bi-weekly);
 (d) B.Sc. and A.R.T. or B.Sc. and A.C. – one hundred and forty-five dollars (\$145.00) per month (\$66.70 bi-weekly);
 (e) B.Sc. and C.L.M.L.S. or B.Sc. and F.C.A.M.R.T. – one hundred and sixty seven dollars and fifty cents (\$167.50) per month (\$77.05 bi-weekly).

An employee employed in the Medical Technologist 2, 3 and 4 classifications shall be paid the above academic allowance if the employee possesses such academic qualifications regardless of whether or not they are required or used on the job.

- 5:05 Academic allowances payable as described in Section :04 shall be non-cumulative, that is the highest eligible allowance shall be paid to an employee so qualified.

- 5:06 Medical Technologists 1, 2, 3 and 4 who have successfully completed the Cardiology Technologists Association examination and who are registered and in good standing with the aforesaid Association shall receive an additional thirty five dollars (\$35.00) per month (\$16.10 bi-weekly) provided that such Medical Technologists are required to perform cardiographic examinations.
- 5:07 Veterinarians in the Veterinary Medical Officer series possessing a certificate of successful completion of specialty board examination, and who maintain current membership in the registry of that specialty (Canadian or American), and who provide proof of same to the employer, in addition to any salary set out in the salary schedule attached to this Component, shall receive one thousand and five hundred dollars (\$1,500.00) per year (\$57.50 bi-weekly) above the regular pay set out for the level of classification in which the employee is presently classified. (Eligible specialties are those recognized by the Canadian Veterinary Medical Association and American Veterinary Medical Association which have qualifying examinations).

CAMP ALLOWANCE

- 6:01 An employee who is employed at a camp operated by a Mental Health Centre shall receive for each scheduled twenty-four (24) hour period or portion thereof:
- (a) a camp allowance of twelve dollars (\$12.00);
 - (b) seven (7) hours compensatory leave at straight time to be taken in accordance with Article 3 of this Component. This compensatory leave shall be for all time worked in excess of the employee's regular daily hours and shall be in lieu of daily overtime, stand-by, call out, or shift premium.
- 6:02 An employee required to be at a Mental Health Camp during the normal meal period shall be provided with a meal free of charge.

RESPONSIBILITY ALLOWANCE

- 7:01 An employee designated to perform the supervisory responsibilities of a Nurse 2 or a Coordinator in a Residential Area ("Coordinator") at the Manitoba Developmental Centre or at Selkirk Mental Health Centre shall be entitled to a Responsibility Allowance of six dollars and forty-four cents (\$6.44) per shift, effective first day of the bi-weekly pay period following date of signing of this agreement.
- 7:02 The Responsibility Allowance shall only be applicable where:
- (a) no Nurse 2 or Coordinator is scheduled to work; or the Nurse 2 or Coordinator who is scheduled to work; or the Nurse 2 or Coordinator who is scheduled to work is absent for a complete shift; and
 - (b) the supervisory responsibilities of the Nurse 2 or Coordinator are performed by the employee for a complete shift.
- 7:03 An employee who receives the Responsibility Allowance shall not be eligible to receive acting status pay as described in Article 67 – Acting Status in the Master Agreement.
- 7:04 The employer, in designating employees to perform the supervisory responsibilities of a Nurse 2 or Coordinator, shall provide preference to employees who were formerly classified as Assistant Charge Nurse (Nurse 2).
- 7:05 An employee may grieve the administration of this Article up to and including Step 2 of the grievance procedure. The decision at Step 2 shall be final for such grievances.

PAYMENT OF MONIES

- 8:01 Monies owed to employees for overtime, call-back, stand-by, and camp pay shall be calculated and paid as expeditiously as possible.

JOINT CONSULTATION COMMITTEE

- 9:01 A Joint Consultation Committee will be established and maintained in each of the permanent mental health facilities, and Provincial Laboratory and Imaging Services. Each Committee shall consist of no more than three (3) representatives of the government and three (3) representatives of the Union. Except by mutual agreement, this Committee shall meet once each month for the purpose of discussing matters of mutual concern, and which either party considers appropriate for discussion by the Committee.
- 9:02 The Committee may make recommendations to the Union and the government with respect to its discussion and conclusions, but it shall not have jurisdiction over wages, or any matter of collective bargaining including the administration of the Master Agreement or this Component. The Committee shall not supersede the activities of any Committee of the Union or of the government and it does not have the power to bind either the Union or its members or the government to its decisions or conclusions.

STAFF DEVELOPMENT

- 10:01 The parties recognize the desirability of ongoing staff development.
- 10:02 Educational leave policy shall be as set forth from time to time in the Regulations under the Civil Service Act.

MEMORANDUM OF AGREEMENT #1**SUBJECT: MEDICAL TECHNOLOGISTS**

The parties agree that Medical Technologists who are part of the Health Component Bargaining Unit shall receive the general pay increases as agreed to in the Government Employees' Master Agreement.

The parties further agree that within one (1) month of the Medical Technologists salaries in the health field becoming known as a result of collective agreement negotiations, the parties will jointly determine the rates of pay and qualification pay for Medical Technologists in the Health Component based upon the following criteria:

- (a) equity in the bi-weekly rates of pay and qualification pay between the two groups, i.e. Medical Technologists in the health field and Medical Technologists in the Health Component Agreement;
- (b) comparable positions with comparable qualifications and comparable responsibilities between the two (2) groups.

It is agreed that either party may refer any difference arising from the implementation of this Memorandum to a mutually agreed mediator who shall mediate the difference between the parties.

Original signed by S. Gordon
On Behalf of the Manitoba
Government and General Employees'
Union

April 26, 2011
Date

Original signed by D. Cieszynski
On Behalf of Government of
Manitoba

MEMORANDUM OF AGREEMENT #2**SUBJECT: The RESOURCE TEAM AT THE SCHOOL FOR THE DEAF**

The Resource team at the school for the Deaf whose classifications come under the Health Component will be provided with the same vacation provisions and accrual rates as teachers at the school commencing in the 2007 vacation year to be taken in the 2008 vacation year.

Original signed by S. Gordon
On Behalf of the Manitoba
Government and General Employees'
Union

April 26, 2011
Date

Original signed by D. Cieszynski
On Behalf of Government of
Manitoba

LEGAL, INSPECTION AND REGULATORY COMPONENT

APPLICATION

- 1:01 The following shall apply to all employees in the bargaining unit who are incumbents in classifications listed in the attached Component salary schedule exclusively.

HOURS OF WORK

- 2:01 With the exception of those listed in Section :05, the hours of work for all employees covered by this Component shall be:
 (a) thirty-six and one-quarter (36¼) hours per week; or
 (b) forty (40) hours per week.

- 2:02 All employees within this Component shall come within Category (A) except those employees in the following classes who shall be categorized as Category (B) employees:

Resource Officers

An employee in a classification identified as Category (B) may, if required to perform duties in an office, work seven and one-quarter (7¼) hours per day, thirty-six and one-quarter (36¼) hours per week while the employee is assigned to the office. For purposes of overtime determination, normal hours of work for such an employee shall be as specified in Section :04.

- 2:03 Employees whose hours of work are Category (A) of Section :01 shall work seven and one-quarter (7¼) consecutive hours per work day exclusive of meal periods and thirty-six and one-quarter (36¼) hours per week. Normal office hours shall be 8:30 a.m. to 5:00 p.m. from Monday to Friday, inclusive, but where it is necessary to provide service to the public on Saturday, sufficient staff for that purpose shall be maintained on Saturday at the discretion of the employing authority.
- 2:04 Employees whose hours of work are Category (B) of Section :01 shall work eight (8) consecutive hours per work day exclusive of meal periods and forty (40) hours in each week, except as otherwise provided in Section :05.
- 2:05 Resource Officers may be required to work ten (10) days in each two (2) week period excepting where a statutory holiday occurs on one (1) of the ten (10) working days.
- 2:06 Where the nature of the work, the exigencies of the service or existing regulations are such that it is not possible to observe the hours prescribed in Section :03, the employing authority, with the approval of Treasury Board Secretariat, may set different hours of work.
- 2:07 Any variations to a work day or work week other than those described in Sections :03, :04, and :05 shall only be instituted with the mutual consent of the parties hereto.
- 2:08 Employees will be entitled to two (2) rest periods of fifteen (15) minutes each per day, at such times as may be specified by the head of the department.
- 2:09 The hours of work established for Resource Officers are a basis for computing overtime and shall not be construed as a guarantee of hours of work.

OVERTIME

- 3:01 An employing authority or other supervisory official authorized to do so by the employing authority may require employees under his or her authority to work overtime. Except in emergency situations and for emergency operations, an employing authority or other supervisory official shall endeavour to assign overtime work as fairly as possible amongst those employees qualified to perform the work.
- 3:02 The sections within this Component dealing with compensation for overtime shall apply only to those employees who are in the following classifications:
- | | |
|--------------------------------------|---|
| Apprenticeship Training Coordinator | Human Rights Officer 1, 2 |
| Assessment Officer 1, 2, 3, 4 | Inspector Mechanical & Engineering |
| Assistant District Registrar | Division 1, 2 |
| Assistant Fire Commissioner 1, 2, 3 | Land Titles Clerk 1, 2, 3, 4, 5 |
| Clerk of Court 1, 2, 3, 4, 5 | Mines Inspector 1, 2, 3 |
| Compliance Officer 1, 2, 3 | Motor Carrier Enforcement Officer 1, 2, 3 |
| Consumer Services Officer 1, 2 | Resource Officer 1, 2, 3, 4, 5 |
| Court Communicator 1, 2 | Property Appraiser 1, 2, 3 |
| Court Reporter 1, 2, 3 | Reviewing Officer 1, 2, 3, 4 |
| Court Usher | Safety and Health Officer 1, 2, 3, 4 |
| Dairy Inspector 1, 2, 3 | Sheriff 1, 2, 3 |
| Document Examiner | Sheriff's Officer 1, 2, 3, 4 |
| Employment Standards Officer 1, 2, 3 | Survey Examiner 1, 2, 3, 4 |
| Estates Officer 1, 2, 3, 4 | |
- 3:03 An employee who is required to work overtime on a regular work day is entitled to compensation at time and one-half (1½x) for all overtime worked. Daily overtime will be paid after:
- seven and one-quarter (7¼) hours per day for employees whose hours of work are thirty-six and one-quarter (36¼) hours/week;
 - eight (8) hours per day for employees whose hours of work are forty (40) hours/week.
- 3:04 An employee who is required to work on the employee's day of rest is entitled to compensation at double time (2x) for all time worked with a minimum payment for three (3) hours overtime.
- 3:05 Resource Officers whose hours of work are determined in Section 2:05, are eligible for overtime on a daily basis after eight (8) hours of work and on a non-scheduled working day in accordance with the following: 1st, 2nd, 3rd and 4th day of rest - double time (2x). In order to qualify for the premium rates on a non-scheduled working day, an employee must have received pay for all or part of each of the ten (10) preceding regular working days. Such pay to include sick leave or statutory holiday pay where applicable.
- 3:06 At the employee's option, overtime shall be compensated by paying the employee for all time worked at the applicable overtime rate or by granting the employee the equivalent time off in lieu of payment.
- 3:07 Where an employee has chosen to receive time off in lieu of payment for overtime, arrangements in respect thereof shall be completed to the mutual agreement of the employee and the authorized supervisor within sixty (60) calendar days following the end of the bi-weekly pay period in which the overtime was worked. Where mutual agreement has not been reached within the sixty (60) calendar day period, the employee shall receive payment. When payment is made, it shall be at the rate of pay in effect for the employee at the time when the overtime was worked.
- 3:08 Overtime shall be paid at the appropriate step within the pay range attached to a classification excluding any extra qualification payments.

- 3:09 An employee entitled to overtime compensation, if called out or scheduled to work additional hours, shall receive for the work, a minimum payment equivalent to three (3) hours at the applicable overtime rate provided that the period of overtime worked by the employee is not contiguous to the employee's scheduled working hours. A meal break shall not be regarded as affecting contiguity.
- 3:10 Where an employee is required, as a general condition of employment to take a course upgrading the employee's qualifications, and where successful completion of such a course qualifies the employee for additional pay if, due to the existing shift schedule, the employee is required to attend classes during the employee's scheduled days off, the employee may be compensated for such days through compensatory leave at straight time rates.
- 3:11 Overtime monies shall be paid to employees as expeditiously as possible.
- 3:12 In order to qualify for the premium rate on the employee's day of rest, as set out in Section :04, Resource Officers must have received pay for all or part of each of the five (5) preceding regular working days. Such pay to include sick leave or statutory holiday pay, where applicable.

COMPENSATORY LEAVE

- 4:01 Where an employee, not eligible for premium overtime as set out in this Component has been designated by an authorized supervisory official to work overtime, the employee shall accumulate compensatory leave at the rate of one (1) hour for each hour worked.
- 4:02 By mutual agreement between the employee and the employing authority or other authorized supervisory official, accumulated compensatory leave shall be granted on the basis of either:
 (a) equivalent time off without loss of pay; or
 (b) payment at straight time hourly rates.
- 4:03 Time off under Subsection :02(a) shall be at a time mutually agreeable to the employee and the authorized supervisory official.
- 4:04 Where arrangements under Section :02 are not made within sixty (60) calendar days from the start of the bi-weekly pay period in which the overtime was worked, the employee shall receive payment at straight time hourly rates based on the rate of pay at which the employee was being compensated when the overtime was worked.
- 4:05 Where an employee referred to in Section :01 is called out or scheduled to work overtime, the employee shall receive for the work a minimum of three (3) hours compensatory leave provided that the period of overtime worked is not contiguous to the employee's scheduled working hours. A meal break shall not be regarded as affecting contiguity.

CLASS 4 LICENSES

- 5:01 Where an employee is required to obtain and maintain a Class 4 driver's licence as a condition of employment, the cost of the medical report required to obtain and maintain the licence shall be paid by the department. This provision will not apply to newly hired employees but will apply when they are required to renew such licenses.

QUALIFICATION PAY

- 6:03 Resource Officers shall be granted a premium in addition to their normal salary as set out in the following:
- (a) while actively engaged in wildfire suppression as authorized by the Employer, employee shall receive two dollars (\$2.00)/hour for actual hours worked.
 - (b) While actively engaged in conducting certified firearm training as authorized by the Employer, employee shall received two dollars (\$2.00)/hour for actual hours worked.

MEMORANDUM OF AGREEMENT

SUBJECT: SHERIFF'S OFFICERS UNIFORMS/PART-TIME CONVERSIONS

The parties agree that up to three (3) representatives of the Union and the department will meet during the life of the Agreement to discuss the Union's concerns regarding uniforms and the conversion of Part-Time Sheriff's Officers to full-time status.

The Committee will report back within one (1) year of the date of signing of the agreement.

Original signed by S. Gordon
On Behalf of the Manitoba
Government and General Employees'
Union

April 26, 2011
Date

Original signed by D. Cieszynski
On Behalf of Government of
Manitoba

PHYSICAL SCIENCES COMPONENT

APPLICATION

1:01 The following shall apply to all employees in the bargaining unit who are incumbents in classifications listed in the attached Component salary schedule exclusively.

HOURS OF WORK

2:01 The hours of work for all employees covered by this Component shall be:
 (a) thirty-six and one-quarter (36¼) hours per week; or
 (b) forty (40) hours per week.

2:02 All employees in the Physical Sciences Component come within hours of work Category (A) (36¼ hours per week) with the exception of employees in the following classifications who come within hours of work Category (B) (40 hours per week):

- | | |
|-----------------------------|--------------------------------|
| Agricultural Technologists | Geologists |
| Agrologists | Hatchery Superintendent |
| Biologists | Resource Technicians |
| Codes and Standards Officer | Surveyors |
| Engineering Aids | Resource Management Assistants |
| Foresters | Technical Engineering Officers |

An employee in a classification listed as Category (B) shall, if required to perform duties in an office, work seven and one-quarter (7¼) hours per day, thirty-six and one-quarter (36¼) hours per week while the employee is assigned to the office. For purposes of overtime determination, normal hours of work for such employee shall be as specified in Section :04.

2:03 Employees whose hours of work are Category (A) of Section :01 shall work seven and one-quarter (7¼) consecutive hours per work day and thirty-six and one-quarter (36¼) hours per week exclusive of lunch periods. Normal office hours shall be between 8:00 a.m. and 5:00 p.m. from Monday to Friday, inclusive; but where it is necessary to provide service to the public on Saturday, sufficient staff for that purpose shall be maintained on Saturday at the discretion of the employing authority.

2:04 Employees whose hours of work are Category (B) of Section :01 shall work eight (8) consecutive hours in each work day exclusive of lunch periods and forty (40) hours in each week.

2:05 Resource Management Assistants may be required to work ten (10) days in each two (2) week period excepting where a statutory holiday occurs on one (1) of the ten (10) working days.

2:06 Where the nature of the work, the exigencies of the service or existing regulations are such that is not possible to observe the hours prescribed in Section :03, the employing authority with the approval of Treasury Board Secretariat may set different hours of work.

2:07 Employees will be entitled to two (2) rest periods of fifteen (15) minutes each per day, at such time as may be specified by the head of the department.

2:08 Any variations to a work day or work week, other than those described in this Article shall only be instituted with the mutual consent of the parties to this Component.

2:09 The hours of work established for Resource Management Assistants are a basis for computing overtime and shall not be construed as a guarantee of hours of work.

OVERTIME

- 3:01 The sections within this Article dealing with compensation for overtime shall apply only to those employees who are in the following classifications:
- | | |
|--------------------------------------|--|
| Agricultural Technologist 1, 2, 3, 4 | Industrial Hygienists 1, 2 |
| Agrologist 1, 2 | Interior Designer |
| Architect 1 | Laboratory Technologist 1, 2, 3 |
| Biologist 1 | Park Planner 1 |
| Chemist 1 | Planning Assistant 1, 2 |
| Drafting Technician 1, 2, 3, 4, 5, 6 | Resource Planner 1 |
| Engineering Aid 1, 2, 3, 4 | Resource Technician 1, 2, 3, 4, 5 |
| Environmental Officer 1, 2, 3, 4 | Surveyor 1 |
| Forester 1 | Resource Management Assistant 1, 2, 3, 4 |
| Geologist 1 | Technical Engineering Officer |
| Hatchery Superintendent | Technical Engineering Officer 1, 2 |
- 3:02 An employing authority or other supervisory official authorized to do so by the employing authority may require employees under his or her authority to work overtime.
- 3:03 An employee who is required to work overtime on a regular work day is entitled to compensation at time and one-half (1½x) for all overtime worked. Daily overtime will be paid after:
- seven and one-quarter (7¼) hours per day for employees whose hours of work are thirty-six and one-quarter (36¼) hours/week;
 - eight (8) hours per day for employees whose hours of work are forty (40) hours/week.
- 3:04 An employee who is required to work on the employee's day of rest is entitled to compensation at double time (2x) for all time worked.
- 3:05 An employee, if called out or scheduled to work overtime shall receive for the work, compensation for a minimum of three (3) hours at the applicable overtime rate provided that the period of overtime worked by the employee is not contiguous to the employee's scheduled working hours. A meal break shall not be regarded as affecting contiguity.
- 3:06 Resource Management Assistants whose hours of work are determined in Section 2:05, are eligible for overtime on a daily basis after eight (8) hours of work and on a non-scheduled working day in accordance with the following: 1st, 2nd, 3rd and 4th day of rest - double time (2x). In order to qualify for the premium rates on a non-scheduled working day, an employee must have received pay for all or part of each of the ten (10) preceding regular working days. Such pay to include sick leave or statutory holiday pay where applicable.
- 3:07 At the employee's option, overtime shall be compensated by paying the employee for all time worked at the applicable overtime rate or by granting the employee the equivalent time off in lieu of payment.
- 3:08 Where an employee has chosen to receive time off in lieu of overtime payment, arrangements in respect thereof shall be completed to the mutual satisfaction of the employee and the employing authority or other authorized supervisory official within sixty (60) calendar days following the end of the bi-weekly pay period in which the overtime was worked.
- 3:09 Where mutual agreement has not been reached within this sixty (60) calendar day period, the employee shall receive payment and such payment shall be made at the rate of pay in effect for the employee at the time when the overtime was worked.
- 3:10 In order to qualify for the premium rate on the employee's day of rest, as set out in Section :04, Resource Management Assistants must have received pay for all or part of each of the five (5) preceding regular working days. Such pay to include sick leave or statutory holiday pay, where applicable.

COMPENSATORY LEAVE

- 4:01 Where an employee not eligible for premium overtime as set out in this Component has been designated by an authorized supervisory official to work overtime, the employee shall accumulate compensatory leave at the rate of one (1) hour for each hour worked.
- 4:02 Accumulated compensatory leave shall be granted on the basis of either:
(a) equivalent time off without loss of pay; or
(b) payment at straight time hourly rates.
- 4:03 Such time off under Subsection :02(a) shall be taken at a time mutually agreeable to the employee and the employing authority or authorized supervisory official.
- 4:04 Where arrangements under Section :02 are not made within sixty (60) days from the start of the bi-weekly pay period in which the overtime was worked, the employee shall receive payment at straight time hourly rates based on the rate of pay at which the employee was being compensated when the overtime was worked.
- 4:05 Where an employee referred to in Section :01 above is called out or scheduled to work overtime, such employee shall receive for the work a minimum of three (3) hours compensatory leave provided that the period of overtime worked is not contiguous to the employee's scheduled working hours. A meal break shall not be regarded as affecting contiguity.

QUALIFICATION PAY

- 5:01 Employees who are designated to dynamite, and/or operate barges for rescue operations and/or clear debris from bridge areas during emergency flood situations will receive a premium of one dollar (\$1.00) for each hour of actual time worked in these areas.
- 5:02 Provided that the Certificate in Public Health Inspection (C) academic qualification is required by the Employer to be used on the job in any of the Environment Officer classifications, the employing authority shall pay to an employee possessing this certificate the following bi-weekly qualification pay:

One-hundred and thirty-six dollars and seventeen cents (\$136.17) bi-weekly.

SOCIAL SCIENCES COMPONENT

APPLICATION

- 1:01 The following shall apply to all employees in the bargaining unit who are incumbents in classifications listed in the attached Component salary schedule exclusively.
- 1:02 All classifications listed in the salary schedule which were formerly a part of the Education Component are identified with an asterisk (*).

INTERPRETATION

- 2:01 In this Component, the following definitions shall apply:
- (a) "**Teachers of the Deaf**" means employees of the School for the Deaf who are required to perform designated instructional assignments (including examination periods) with a class as determined by the Principal;
 - (b) "**Teachers Institutional**" means employees of the Departments of Health, Family Services, Justice or Education who are required to perform instructional assignments in a provincial institution.

HOURS OF WORK

- 3:01 All employees within this Component shall come within one (1) of the following categories of hours of work:
- (a) thirty-six and one-quarter (36¼) hours of work, Category (A);
 - (b) thirty-six and one-quarter (36¼) hours of work, Category (B);
 - (c) Instructional, Category (C).
- 3:02 The applicable hours of work Category (A, B or C) shall be indicated in Appendix "A" Hours of Work Schedule.
- 3:03 Category (A) employees shall work seven and one-quarter (7¼) consecutive hours per work day exclusive of meal periods and thirty-six and one-quarter (36¼) hours per week. Normal office hours shall be 8:30 a.m. to 5:00 p.m. from Monday to Friday, inclusive; but where it is necessary to provide service to the public on Saturday, sufficient staff for that purpose shall be maintained on Saturday at the discretion of the employing authority.
- 3:04 Category (B) employees shall work seven and one-quarter (7¼) consecutive hours per day exclusive of lunch periods, and thirty-six and one-quarter (36¼) hours per week.
- 3:05 Category (C) employees are expected to perform the related professional responsibilities of preparation, evaluation, assessment, supervision, consultation and vocational guidance connected with their instructional function. Teachers of the Deaf and Teachers Institutional will work daily hours similar to teachers employed in the Public Schools in the Province.
- 3:06 The academic year for Teachers of the Deaf and Teachers Institutional shall be the period September 1 to August 31. During this period, assigned instructional responsibilities with a class (including examination periods) for Teachers of the Deaf and Teachers Institutional shall not exceed two hundred and ten (210) working days.
- 3:07 Where the nature of the work, the exigencies of the service or existing regulations are such that it is not possible to observe the hours prescribed in Section :03, the employing authority with the approval of Treasury Board Secretariat may set different hours of work.
- 3:08 Any variations to a work day or work week other than those described in this Article shall only be instituted with the mutual consent of the parties.

- 3:09 Employees will be entitled to two (2) rest periods of fifteen (15) minutes each per day, at such time as may be specified by the head of the department.
- 3:10 For classifications formerly in the Education Component, the number of daily and weekly hours as described in Section :03 may only be varied by mutual consent of the parties hereto.

OVERTIME

- 4:01 This Article shall apply only to those employees who are in a classification listed in Appendix "B" Overtime Schedule.
- 4:02 An employing authority or other supervisory official authorized to do so by the employing authority may require employees under his or her authority to work overtime.
- 4:03 An employee who is required to work overtime on a regular work day is entitled to compensation at time and one-half (1½x) for all overtime worked. Daily overtime will be paid after:
 (a) seven and one-quarter (7¼) hours per day for employees indicated as Category (A);
 (b) eight (8) hours per day for employees indicated as Category (B).
- 4:04 An employee who is required to work on the employee's first day of rest is entitled to compensation at time and one-half (1½x) for the first four (4) hours of overtime on that day and double time (2x) for any hours worked thereafter. Employees in classifications formerly included in the Education Component are not eligible for the double time (2x) provision.
- 4:05 An employee who is required to work on the employee's second day of rest is entitled to compensation at double time (2x) for all time worked.
- 4:06 An employee, if called out or scheduled to work overtime shall receive for the work, compensation for a minimum of three (3) hours at the applicable overtime rate provided that the period of overtime worked by the employee is not contiguous to the employee's scheduled working hours. A meal break shall not be regarded as affecting contiguity.
- 4:07 At the employee's option, overtime shall be compensated by paying the employee for all time worked at the applicable overtime rate or by granting the employee the equivalent time off in lieu of payment.
- 4:08 A Category (B) employee, upon an approved request to take a regular working day of time off from the overtime accumulation standing to the employee's credit at the time, shall receive time off at the rate of seven and one-quarter (7¼) hours from the overtime accumulation standing to the employee's credit for each such day off requested and granted.
- 4:09 Where an employee has chosen to receive time off in lieu of payment for overtime, arrangements in respect thereof shall be completed to the mutual agreement of the employee and the authorized supervisor within sixty (60) calendar days following the end of the bi-weekly pay period in which the overtime was worked. Where mutual agreement has not been reached within the sixty (60) calendar day period, the employee shall receive payment. When payment is made, it shall be at the rate of pay in effect for the employee at the time when the overtime was worked.
- 4:10 All time off in lieu shall be granted at a time mutually agreeable to the employee and the employing authority or authorized supervisory official.
- 4:11 Where, because of the nature of the course and/or at the discretion of the employing authority, a Teacher of the Deaf or Teacher Institutional is required to instruct beyond two hundred and ten (210) working days in any one (1) academic year, such Teacher shall be granted equivalent compensatory time off in lieu, or shall be paid for such additional instructional time at the employee's normal rate of pay. Such pay shall not be subject to superannuation or group life insurance deductions, nor will vacation credits accrue.

COMPENSATORY LEAVE

- 5:01 Where an employee not eligible for premium overtime has been designated by an authorized supervisory official to work overtime, such employee shall accumulate compensatory leave at the rate of one (1) hour for each hour worked. Sections :06 to :09 of this Article apply to classifications formerly in the Education Component.
- 5:02 By mutual agreement between the employee and the employing authority, accumulated compensatory leave shall be granted on the basis of either:
 (a) equivalent time off without loss of pay; or
 (b) payment at straight time hourly rates.
- 5:03 Time off under Subsection :02(a) shall be at a time mutually agreeable to the employee and the authorized supervisory official.
- 5:04 Where arrangements under Section :02 are not made within ninety (90) days from the start of the bi-weekly pay period in which the overtime was worked, the employee shall receive payment at straight time hourly rates based on the rate of pay at which the employee was being compensated when the overtime was worked.
- 5:05 Where an employee referred to in Section :01 above is called out or scheduled to work overtime, such employee shall receive for the work a minimum of three (3) hours time off with pay provided that the period of overtime worked is not contiguous to the employee's scheduled working hours. A meal break shall not be regarded as affecting contiguity.
- 5:06 At the option of the employing authority, accumulated compensatory leave shall be granted on the basis of either:
 (a) equivalent time off without loss of pay; or
 (b) payment at straight time hourly rates.
- 5:07 Time off under Subsection :06(a) shall be at a time specified by the employing authority or authorized supervisory official.
- 5:08 Where arrangements under Section :06 are not made within one (1) year from the start of the bi-weekly pay period in which the overtime was worked, the employee shall receive payment at straight time hourly rates based on the rate of pay at which the employee was being compensated when the overtime was worked.
- 5:09 This Article respecting compensatory leave does not apply to Teachers of the Deaf.

INSTRUCTOR ACCREDITATION

- 6:01 Each Teacher of the Deaf and Teacher Institutional shall be required to obtain a certificate in Special Education or an equivalent qualification acceptable to the employing authority.
- 6:02 Teachers of the Deaf and Teachers Institutional shall complete at least one (1) course toward accreditation each calendar year.
- 6:03 Except where the employee has been assigned instructional responsibilities, Teachers of the Deaf and Teachers Institutional shall complete at least one (1) course toward accreditation each summer during periods of non-instructional assignment. The employee's vacation period shall be reduced by the number of calendar days on which the course is scheduled. No employee will be put in a deficit position with respect to vacation credits as a result of taking these summer courses.
- 6:04 Subject to approval by the appropriate employing authority, Teachers of the Deaf and Teachers Institutional may complete one (1) course toward accreditation at other times in the calendar year and such progress toward accreditation shall be deemed to satisfy the intent and requirements of Section :02.

- 6:05 Subject to an employee's right to grieve, failure to make progress towards accreditation may be viewed as sufficient grounds for denial of an increment or termination of service.

ADMINISTRATIVE - SUPERVISORY ALLOWANCE
SENIOR TEACHER OF THE DEAF

- 7:01 Where a Teacher of the Deaf is designated to act in an administrative-supervisory capacity as the Senior Teacher of the Deaf the employee shall be paid an administrative-supervisory allowance of \$2,779 per annum (\$106.54 bi-weekly) in addition to the employee's basic salary.

PROFESSIONAL DEVELOPMENT

- 8:01 The parties recognize the desirability of ongoing staff development, the purpose of which is to improve services to meet the needs of students and the community.
- 8:02 Educational leave policies and practices shall be as set forth from time to time in the Regulations under The Civil Service Act with respect thereto.

VACATION

- 9:01 All provisions of the Master Agreement respecting vacations shall apply to all employees of this Component except for Teachers of the Deaf, and Teachers Institutional.
- 9:02 For the classes listed in Section :01 all provisions of the Master Agreement respecting vacations shall apply with the exception of those specific provisions to the contrary outlined in this Article.
- 9:03 Subject to Section :07 and Section :08, the relevant sections of the Master Agreement respecting the rate of accumulation of vacation credits and long-service vacation benefits will not apply to Teachers of the Deaf and Teachers Institutional and instead their rate of accumulation of vacation credits will be determined as follows:
- (a) Teachers of the Deaf and Teachers Institutional shall accumulate vacation credits at the rate of three and two-thirds ($3 \frac{2}{3}$) days for each full month of employment during the academic year September 1 to August 31;
 - (b) the Senior Teacher, Manitoba School for the Deaf shall accumulate vacation credits at the rate of three and five-twelfths ($3 \frac{5}{12}$) days for each full month of employment during the academic year September 1 to August 31.
- 9:04 Teachers of the Deaf shall use five (5) days of their vacation entitlement as accrued under Subsection :03(a) at a time designated by the Minister of Education as spring break.
- 9:05 Subject to the applicable provisions of the Master Agreement, vacation shall be taken by an employee during periods in which no instructional or teaching responsibilities with a class have been assigned.
- 9:06 Teachers of the Deaf, Teachers Institution and Educational Assistants shall receive time off with pay during that period between Boxing Day and New Year's Day designated by the employing authority as Christmas break. This provision does not apply to employees who are on a leave of absence without pay.
- 9:07 Where a Teacher of the Deaf or Teacher Institutional is voluntarily transferred or promoted to a classification which does not qualify for additional vacation benefits specified in this Article the employee will be entitled to the employee's unexpended vacation credits as of the date of transfer or promotion.

- 9:08 Where a Teacher of the Deaf or Teacher Institutional resigns in a manner other than set out in Section :09, the employee's unexpended vacation credits shall be recalculated on the basis of the appropriate rate of accumulation as set out in the Master Agreement.
- 9:09 A Teacher of the Deaf or Teacher Institutional shall be paid out unexpended vacation credits based on the rate of accumulation specified in Section :03 provided the teacher:
- gives notice of resignation prior to May 31 of any year and with an effective date between the last scheduled working day in June and August 31 of that year; or
 - gives notice of resignation prior to November 15 of any year and with an effective date agreeable to the teacher and the employing authority between December 15 of that year and January 15 of the next year; or
 - is laid off or retires or dies; or
 - has been employed on a term basis for a minimum of twenty-two (22) consecutive months and is terminated at the expiry date of the term.

APPENDIX "A"

HOURS OF WORK SCHEDULE

All employees shall come within Category (A) except for employees in the following classes who shall be categorized as Category (B) or Category (C) employees:

Category (B)

Economic Security Counsellors
Field Workers
Health and Social Development Specialists
Home Advisors
Home Economists
Recreation Consultants

Category (C)

Social Services Worker 1, 2, 3, 4
Residence Counsellor
Resources Extension Officers
Tourist Development Officers
Tourist Marketing Officers
*Teachers of the Deaf
*Teachers Institutional

* Classifications which were formerly included in the Education Component.

APPENDIX "B"

OVERTIME SCHEDULE

*Chief Photographer
*Consultant Visual Hearing Education 1
Day Care Co-ordinators
Economic Research Analyst 1
Economic Security Counsellor 1, 2, 3, 4
Educational Assistant 1, 2, 3
Field Worker 1, 2, 3
Health & Social Development Specialist 1, 2, 3, 4
Heritage Resource Officer 1, 2
Home Advisor 1, 2
Home Economist 1
Illustrator 1, 2, 3
Informational Writer 1, 2
*Language Specialist 1
*Librarian 1, 2
*Library Technician 1, 2, 3

Media Technician 1, 2, 3
Photographer 1, 2
Planning & Program Analyst 1
Probation Officer 1, 2, 3
Recreation Consultant 1, 2, 3
Research Assistant 1, 2
Residence Counsellor
Resource Extension Officer 1, 2
Social Services Worker 1, 2, 3, 4
Social Worker 1, 2, 3, 4
Statistical Analyst 1
*Teacher Institutional 1, 2
Tourist Development Officer 1, 2
Tourist Marketing Officer 1, 2
Translator 1, 2, 3

* Classifications which were formerly included in the Education Component.

MEMORANDUM OF AGREEMENT #1**SUBJECT: The RESOURCE TEAM AT THE SCHOOL FOR THE DEAF**

The Resource team at the school for the Deaf whose classifications come under the Social Sciences Component will be provided with the same vacation provisions and accrual rates as teachers at the school commencing in the 2007 vacation year to be taken in the 2008 vacation year.

Original signed by S. Gordon
On Behalf of the Manitoba
Government and General Employees'
Union

April 26, 2011
Date

Original signed by D. Cieszynski
On Behalf of Government of
Manitoba

MEMORANDUM OF AGREEMENT #2**SUBJECT: COMMUNITY CORRECTIONS CLASSIFICATION AND COMPENSATION ISSUES**

The parties agree to form a joint labour/management sub-committee to review and make recommendations relative to classification and compensation issues for Community Corrections. These recommendations shall be made to the Assistant Deputy Minister, Corrections Division, and shall be non-binding on the parties. The Committee will be made up of three representatives appointed by the Union and three management representatives and shall be convened no later than March 17, 2007.

Original signed by S. Gordon
On Behalf of the Manitoba
Government and General Employees'
Union

April 26, 2011
Date

Original signed by D. Cieszynski
On Behalf of Government of
Manitoba

TRADES, OPERATIONS AND SERVICES COMPONENT

APPLICATION

- 1:01 The following shall apply to all employees in the bargaining unit who are incumbents in classifications listed in the attached Component salary schedule exclusively.

HOURS OF WORK

- 2:01 All employees within this Component shall come within Category (B), forty (40) hours per week except for those exceptions specifically identified in Section :02.

2:02 **Category (B)**

Employees coming within Category (B) of Section :01 shall work eight (8) consecutive hours in each work day exclusive of meal periods and forty (40) hours in each week.

The normal hours of work for shop personnel shall be from 8:00 a.m. to 5:00 p.m. Monday to Friday inclusive but where it is necessary to provide service on Saturday, Sunday or a holiday, sufficient staff for that purpose shall be maintained at the discretion of the employing authority.

Departmental employees are included in Category (B) except for the following employees in the Department of Infrastructure and Transportation:

- (a) Roving Crews (Barber Greene, Centre Line, Crusher, Seal Coat) during the period April 1 (or the start of the bi-weekly pay period which includes April 1) to October 31 (or the end of the bi-weekly pay period which includes October 31) – fifty-four (54) hours per week. With the agreement of the department and participating crew members, these dates may be extended at either end or both;
- (b) District, Shop or Roving Operators (Not on Roving Crew) during the period April 1 (or the start of the bi-weekly pay period which includes April 1) to October 31 (or the end of the bi-weekly pay period which includes October 31) – forty-five (45) hours per week;
- (c) Beat Operators (Not assigned to Maintenance Crew) during the period April 1 (or the start of the bi-weekly pay period which includes April 1) to October 31 (or the end of the bi-weekly pay period which included October 31) – fifty/forty (50/40) hours per week.

- 2:03 Beach Patrols, Park Attendants, Parks Works Supervisors, Fire Rangers, Hatchery Employees, and Reforestation Project Employees may be required to work ten (10) days in each two (2) week period excepting where a statutory holiday occurs on one (1) of the ten (10) working days.
- 2:04 The hours of work established for departmental employees are a basis for computing overtime and shall not be construed as a guarantee of hours of work.
- 2:05 Where the nature of the work, the exigencies of the service or existing regulations are such that it is not possible to observe the hours prescribed in Sections :02, the employing authority, with the approval of Treasury Board Secretariat, may set different hours of work.
- 2:06 Any variations to a work day or work week other than those described in Section :02 and :03 shall only be instituted with the mutual consent of both the parties hereto.
- 2:07 Employees will be entitled to two (2) rest periods of fifteen (15) minutes each per day, at such time as may be specified by the head of the department.

- 2:08 The parties agree to the following terms and conditions with respect to the changing of a regularly scheduled employee's posted shift by the employer:
- (a) where changes are necessary in a regularly scheduled posted shift, every reasonable effort will be made to provide at least twenty-four (24) hours notice;
 - (b) except as set out in (a), where an employee does not receive at least twenty-four (24) hours' notice of a change to the employee's regularly scheduled posted shift, the employee shall be paid at time and one-half ($1\frac{1}{2}x$) for all hours worked for the first shift which varies from the employee's posted schedule. Such payment shall apply only to the first shift which varies from the posted schedule;
 - (c) this Section does not apply to employees assigned to relief shift or changes to shift schedules due to sick leave or emergency situations.

OVERTIME

- 3:01 This Article shall apply to all employees except only those employees who are incumbents in the following classifications:

Construction Supervisor 2
Pilot 1, 2, 3, 4, 5
Facility Manager 4

Effective March 24, 2012, Facility Manager 4 (FM4) is deleted from 3:01

- 3:02 An employing authority or other supervisory official authorized to do so by the employing authority may require employees under his or her authority to work overtime.
- 3:03 An employee who is required to work overtime on the employee's regular work day is entitled to compensation at time and one-half ($1\frac{1}{2}x$) for all overtime worked. Daily overtime will be paid after:
- (a) seven and one-quarter ($7\frac{1}{4}$) hours per day for the thirty-six and one quarter ($36\frac{1}{4}$) hours per week employees;
 - (b) eight (8) hours per day for the forty (40) hours per week employees;
 - (c) nine (9) hours per day for the forty-five (45) hours per week employees;
 - (d) ten (10) hours per day for the fifty/forty (50/40) hours per week employees;
 - (e) eleven (11) hours per day for the fifty-four (54) hours per week employees.
- 3:04 An employee who is required to work on a day of rest is entitled to compensation at double time (2x) for all time worked.
- 3:05 In order to qualify for the premium rate on the employee's day of rest, as set out in Section :04, a departmental employee must have received pay for all or part of each of the five (5) preceding regular working days. Such pay to include sick leave or statutory holiday pay, where applicable.
- 3:06 An employee whose hours of work are determined in Section 2:04~~3~~ and who is required to work on the employee's day(s) of rest is entitled to compensation at double time (2x) for all time worked. In order to qualify for the above premium rates, an employee must have received pay for all or part of each of the ten (10) preceding regular working days. Such pay to include sick leave or statutory holiday pay where applicable.
- 3:07 An employee if called out or scheduled to work additional hours, shall receive for each call out a minimum of three (3) hours at the applicable overtime rate provided that the period of overtime worked by the employee is not contiguous to the employee's scheduled working hours. A meal break shall not be regarded as affecting contiguity.
- 3:08 At the employee's option, overtime shall be compensated by paying the employee for all time worked at the applicable rate or by granting the employee applicable time off in lieu thereof.

- 3:09 Where an employee has worked overtime such employee must notify the employee's supervisor by the end of the bi-weekly pay period in which the overtime was worked if the employee is requesting time off in lieu thereof. Otherwise the department shall process overtime pay.
- 3:10 All time off in lieu thereof shall be granted at a time mutually agreeable to the employee and the employing authority or authorized supervisory official.
- 3:11 Where an employee has chosen to receive time off in lieu, arrangements in respect thereof shall be completed to the mutual satisfaction of the employee and the employing authority or authorized supervisory official within sixty (60) calendar days following the bi-weekly pay period in which the overtime was worked. Where mutual agreement has not been reached within this sixty (60) day period, the employee shall receive payment based on the rate at which the employee was being paid when the overtime was worked.
- 3:12 Overtime shall be paid at the appropriate step within the pay range attached to a classification excluding any extra qualification pay.

COMPENSATORY LEAVE

- 4:01 Where under special circumstances, an employee not eligible for premium overtime as set out in this Component has been required by an authorized supervisory authority to work periods of overtime beyond the normal expectations or requirements of the position, the authorized supervisory authority shall approve time-off in lieu of overtime at the rate of one (1) hour for each hour worked.

MAINTENANCE CREWS AND SNOWPLOW OPERATORS - STAND-BY **(DEPT. OF INFRASTRUCTURE AND TRANSPORTATION)**

- 5:01 The following conditions shall apply to Maintenance Crews and Snowplow Operators of the Department of Infrastructure and Transportation and who are placed on stand-by:
- (a) an employee placed on stand-by, whether at the employee's home base or at some other location, will be required to reply to a telephone call from the dispatcher within thirty (30) minutes;
 - (b) employees placed on stand-by may not leave their base of operation without prior approval of their supervisor;
 - (c) employees shall not be eligible for stand-by pay if unable to comply with (a), or if away from their base of operations under (b);
 - (d) an employee will be considered to be on stand-by upon being so advised by the employee's supervisor.
- 5:02 For Snowplow Operators, stand-by pay will apply seven (7) days per week, as required by the Director of Operations, under the terms set out below. An Operator who is placed on stand-by and who is:
- (a) not required to work shall be paid five (5) hours pay at the Operator's hourly rate normally received when on duty;
 - (b) required to work for less than five (5) hours on any day other than the Operator's day of rest or a statutory holiday shall receive five (5) hours pay with no payment for stand-by;
 - (c) required to work for five (5) hours or more on any day other than the Operator's day of rest or a statutory holiday shall receive pay for all hours worked with no payment for stand-by;
 - (d) required to work on a day of rest or a holiday shall receive a minimum of three (3) hours pay at double time (2x) with no payment for stand-by. For any subsequent call back, an employee will receive a minimum of three (3) hours pay with no payment for stand-by.

- 5:03 For Maintenance Crews, stand-by will apply on Saturdays, Sundays and statutory holidays only, as required by the Director of Operations under the terms set out below. An employee on a Maintenance Crew who is placed on stand-by on any Saturday, Sunday or statutory holiday and who is:
- (a) not called in to work shall be paid four (4) hours pay at the employee's hourly rate normally received when on duty;
 - (b) called in to work shall receive a minimum of three (3) hours at the applicable overtime rate for each call back with no payment for stand-by.
- 5:04 The Director of Operations or designate will establish a schedule for employees who may be placed on stand-by in accordance with Section :03. The purpose of such a schedule is to indicate that if the department determines that stand-by is required on a particular Saturday, Sunday or statutory holiday, the department will place such employees on stand-by in accordance with the schedule that has been established.
- 5:05 Article 64 - Stand-by of the Master Agreement does not apply to employees covered by this Article.

QUALIFICATION PAY

- 6:01 Qualified Power Engineers shall be granted a bonus in addition to their normal salary as set out in the following schedule:
- (a) Deputy Chief Power Engineer (1st Class Plant) holding 1st Class Certificate - \$13.00 bi-weekly
 - (b) Deputy Chief Power Engineer (2nd Class Plant) holding 2nd Class Certificate - \$10.00 bi-weekly
 - (c) Deputy Chief Power Engineer (3rd Class Plant) holding 3rd Class Certificate - \$ 8.00 bi-weekly
 - (d) Power Engineer (1st Class Plant) holding 1st Class Certificate - \$13.00 bi-weekly
 - (e) Power Engineer (2nd Class Plant) holding 2nd Class Certificate - \$10.00 bi-weekly
 - (f) Power Engineer (3rd Class Plant) holding 3rd Class Certificate - \$ 8.00 bi-weekly
 - (g) Power Engineer (5th Class) holding 4th Class Certificate - \$ 6.50 bi-weekly
 - (h) Assistant Power Engineer (1st Class Plant) holding 2nd Class Certificate - \$10.00 bi-weekly
 - (i) Assistant Power Engineer (2nd Class Plant) holding 3rd Class Certificate - \$ 8.00 bi-weekly
- 6:02 Employees who are designated to dynamite and/or operate barges for rescue operations and/or clear debris from bridge areas during emergency flood situations will receive a premium of one dollar (\$1.00) for each hour of actual time worked in these areas.
- 6:03 Pilots who are designated to perform water bombing duties will receive a premium of three dollars (\$3.00) for each hour of actual flying time in water bombing operations. The premium payment may be converted to one dollar and fifty cents (\$1.50) for the closest half-hour where required.
- 6:04 Qualified employees shall receive twenty-five cents (25¢) per hour Qualification Pay for each of Manitoba Government Inspection Certificates, Manitoba Ozone Industry Protection Certificates, Fire Alarm Certificate and Mould Removal Certificates where the certificates are required by the Employer.
- 6:05 Qualification Pay of fifteen cents (15¢) per hour will be established for employees required by the Employer to possess a Certificate in Security Services approved by the Employer.

TOOL ALLOWANCE

- 7:01 Employees who are required as a condition of employment to provide tools to be used in the performance of their duties will be paid a tool allowance of two hundred and sixty dollars (\$260.00) once per fiscal year upon the certification of the employing authority;
- (a) effective April 1, 2012 increase to three hundred dollars (\$300.00);
 - (b) effective April 1, 2013 increase to three hundred and fifty dollars (\$350.00)
- 7:02 In order to be eligible in any fiscal year, employees must have completed their probation period by April 1 of that fiscal year.
- 7:03 Employees in the following classes are eligible:
- (a) Automotive Equipment Mechanics
 - (b) Air Maintenance Engineers
 - (c) Mechanical Equipment Mechanics
 - (d) Mechanical Equipment Mechanic SRT
 - (e) Machinist
 - (f) Machinist SRT
 - (g) Welder
 - (h) Welder SRT

CLASSIFICATION OF OPERATORS**OPERATOR 1**

All-Wheel Tractors
 Compressed Air and/or Electrical
 Jack Hammers
 Concrete Saw
 Conveyor
 Fairway Gang Mower
 (7 Gang Hydraulic Unit)
 Garbage Packer - 1 Ton
 Greens Triplex
 (3 Gang Hydraulic Unit)
 Self-Propelled Roller
 Sprayer (Boom type W/P.T.O.
 Behind Tractor)
 Steam Generators)
 Swather
 Tees Triplex (3 Gang Unit-Reel Type)
 Traction or Powered Broom
 Triplex

OPERATOR 3

Assistant Snow Plow Operator
 Bombardier With Brush Cutter
 Bombardier With Nose and/or Wing
 Crawler With Brush Cutter
 Highway Magnet
 Motor Grader (Beat)
 Shoulder Maintainer
 Small Motor Grader
 Snow Plow (Without Wings) 5 Ton
 Street Sweeper
 Tar Kettle (High Pressure)
 Tandem Truck
 Tracked Loader
 Wheeled Loader 1-2 Yds.

OPERATOR 2

Backhoe (Wheel Tractor)
 Distributor Helper
 Garbage Packer (3-5 Ton)
 Hydro Seeder and Mulcher
 Loader Under 1 Yd. (Wheel Tractor)
 Mud Jack
 Self-Propelled Trencher
 Tar Kettle
 Truck (3-5 Ton)

OPERATOR 4

Asphalt Mixing Plants
 (Up to 25 Tons per Hour)
 Backhoe (3/4 Yd.)
 Bombardier with Brush Cutter
 (Roving)
 Chip Spreader
 Crusher
 Centre Line Marker
 Diamond Drill
 Dozer
 Loader (Over 2 Yds.)
 Loader Operator (Roving)
 M.G. Operator (Roving)
 Pressure Boiler and Circulating
 Oil Heaters
 Rotary Snow Plow
 Sign Truck (Washer & Auger)
 Snow Plow (With Nose & Wing)
 Street Sweeper (Roving)
 Tandem Tractor
 Tractor (5 Ton)
 Under Bridge Crane

OPERATOR 5

Asphalt Mixing Plants (Over 25 Tons Per Hour)
 Assistant Supervisor (On Seal Coat Crew)

- (1) The classification of employees is determined by the equipment operated.
- (2) All other Operators are to be classified as Operator 1 unless otherwise approved by the Director of Operations or employing authority.
- (3) Assistant Snowplow Operator - Assistant to Operator 4 on Rotary Snowplow or Snowplow (With Nose and Wing)
- (4) Employees whose normal classification is Operator 4, Operator 5, or Project Works Supervisor shall be paid at the Operator 4 rate of pay while performing the duties of an Assistant Snowplow Operator. All other Assistant Snowplow Operators shall be paid at the Operator 3 rate.

MEMORANDUM OF AGREEMENT #1**SUBJECT: PAYMENT FOR MEDICAL REPORT RE: HIGHER CLASS DRIVERS LICENSE**

Employees required by the Employer to obtain a higher class driver's license and therefore required to provide a medical report to obtain or renew the license shall be reimbursed the cost of the medical report upon submission of proof of payment to the Employer. Effective the first day of the bi-weekly pay period following signing of this agreement.

Original signed by S. Gordon
On Behalf of the Manitoba
Government and General Employees'
Union

April 26, 2011
Date

Original signed by D. Cieszynski
On Behalf of Government of
Manitoba