

# **Collective Agreement**

*between*

**Family Dynamics Inc.,**

*and*

**Manitoba Government and General Employees' Union**

**Local 214**

**(Family Support Workers of the Family Support Program)**

**October 1, 2014 to September 30, 2017**



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\*All changes appear in **bold**.



This Agreement made this \_\_\_\_\_ day of \_\_\_\_\_, 2015

between

**Family Dynamics Inc.**

(hereinafter referred to as the “Employer”)

of the first part

and

**Manitoba Government and General Employees’ Union**

(hereinafter referred to as the “Union”)

of the second part.

**Purpose**

The parties shall agree to maintain and promote Agency standards as set by the Canadian **Centre for Accreditation** and passed by the Agency.

**Article 1 Interpretation**

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

- (a) “Casual Employee” means an employee who is employed on an irregular and unscheduled basis;
- (b) “Dismissal” means the removal of an employee for disciplinary reasons from a position of employment for just cause. Dismiss and dismissed shall have corresponding meanings;
- (c) “Employee” means a person who is employed by the Agency within the scope of this Agreement;
- (d) “Executive Director” means the Executive Director of the Agency, or the Acting Executive Director, as the case may be;

- (e) “Full-time Employee” means an employee who regularly works 70 hours or more in a two week period on a regular and recurring basis and 1820 hours per year;
- (f) “Managers” for the purpose of this Agreement are those employees outside the Bargaining Unit who are department heads, specifically the Director of Finance and Operations, Program Directors and Manager of Human Resources;
- (g) **“Parent Coaches” (formerly Family Education Workers 1 and 2) for the purpose of this Agreement, the abbreviation PC will be used.**
- (h) **“Family and Community Development Coordinators” (formerly Family Education Workers 1 and 2) for the purpose of this Agreement, the abbreviation FCDC will be used.**
- (i) “Meritorious” means meeting Agency work performance guidelines;
- (j) “Part-time Employee” means an employee who works less than 70 hours in a two week period on a regular and recurring basis;
- (k) “Position” means a position of employment with the Agency which is in the Bargaining Unit;
- (l) “Term Employee” means an employee hired for a specific period of time or for the completion of a specific job, or until the occurrence of a specific event. A term employee is not covered by this Collective Agreement unless the employment period exceeds the three month full-time equivalent duration, however the total duration outside the Agreement will not exceed six (6) calendar months. Term employees have no layoff or recall rights. A term employee employed by the Employer for a period of twelve (12) continuous months shall be deemed as permanent status for the purpose of benefits only;

- (m) “Termination” means the permanent separation of an employee from a position of employment whereby all commitments to that employee have been discharged by the Agency;
- (n) “Union Representative” means an employee hired, appointed or elected by the Union who is authorized to represent the Union, an employee, or both, in the handling of grievances or matters pertaining to this Agreement;
- (o) “Volunteers/Students” are not employees and are not covered by this Agreement, but are recognized as necessary and valuable contributors to Agency functioning;
- (p) “Union” means Manitoba Government and General Employees’ Union;
- (q) “The Agency” means Family Dynamics Inc.

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

**1:03** “Spouse” refers to a legal or common-law relationship without discrimination as to gender.

## **Article 2 Application of the Agreement**

**2:01** This Agreement shall apply to those employees of the Agency within the Bargaining Unit defined in Certificate Number **MLB-6944** issued by the Manitoba Labour Board dated **June 3, 2013**.

## **Article 3 Recognition and Scope of Bargaining Agent**

**3:01** The Agency recognizes the Union as the sole bargaining agent for all employees covered by this Agreement.

- 3:02** The Agency recognizes the right of the Union in all matters pertaining to any revision in any form of this Agreement.
- 3:03** The parties shall submit any and all proposals for any revision of this Agreement in writing, each to the other.
- 3:04** No employee will be required to make any written or verbal Agreement which conflicts with the terms of this Agreement.
- 3:05** In performing its role under this Agreement, the Union shall act reasonably, fairly, in good faith, and in a manner consistent with the agreement as a whole.

#### **Article 4 Management Rights and Duties**

- 4:01** Except where expressly abridged, delegated, or modified by a specific provision of this Agreement, the Union expressly agrees and recognizes that the Agency has the sole and exclusive right, power and authority to manage its operations in all respects.
- 4:02** In administering this Agreement, the Agency shall act reasonably, fairly, in good faith, and in a manner consistent with the Agreement as a whole.

#### **Article 5 Union Security**

- 5:01** By reason of existing legislation, effective the date of signing of this Agreement, each and every employee who comes under the scope of this Agreement shall have an amount equal to the current Union dues deducted by the Agency from each pay, whether he is a member of the Union or not. Such dues shall be forwarded to the Union monthly, together with a list of the name and address of employees from whom deductions have been made and the amounts of such deductions.
- 5:02** The Union shall notify the Agency in writing of any changes in the amount of dues at least two (2) months prior to the end of the pay period in which the deductions are to be made.

- 5:03** 5:03 The Union agrees to indemnify and save the Agency harmless against any claim or liability arising out of the application of this Article.
- 5:04** For new employees, payroll deductions as set out in :01 hereof shall become effective from the start of the pay period immediately following the commencement of employment.
- 5:05** When an Income Tax (T-4) slip is made available it shall indicate the amount of dues paid to the Union by the employee in the previous year.

### **Article 6 No Discrimination**

- 6:01** The parties 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, political or religious affiliation or membership in the Union or activities in the Union.

### **Article 7 Bulletin Board**

- 7:01** The Agency agrees to allow the Union the use of space on existing bulletin boards for the purpose of posting Union information provided such information posted does not contain anything that is adverse to the interests of the Agency.

### **Article 8 Medical Fitness**

- 8:01** At the request of the Agency, an employee may be required to have a medical examination from a duly qualified medical practitioner acceptable to the Agency and the employee, and the Agency reserves the right to request information from the medical practitioner:
- (a) To attest to an employee's fitness to resume her full duties;
  - (b) To substantiate any claim of sick leave where the Agency has reasonable grounds to question the validity of a claim.

The Agency shall pay for such reasonable costs of the medical examination if such costs are not covered by Manitoba Health.

### **Article 9 Probation**

- 9:01** New full-time employees in the bargaining unit shall be on probation for a period of twenty-four (24) weeks. The probation period may be extended for a period of twelve (12) weeks.
- 9:02** New part-time employees in the bargaining unit shall be on probation for a period of thirty-six (36) weeks.
- 9:03** An employee shall be notified in writing of any extension of the probation period prior to the expiry of the initial probation period. A meeting may be held with the employee to discuss the extension. The employee has the option to have a Union Representative present.
- 9:04** An employee who is rejected during probation may grieve the rejection at Step 2 of the grievance procedure within fifteen (15) working days from the date the employee received notice of the rejection. The Executive Director shall hold a hearing to discuss the grievance with the employee and her representative. The decision at Step 2 shall be final for such grievances and not subject to Arbitration.

### **Article 10 Payment of Wages**

- 10:01** The minimum wages payable to any employee in his respective classification shall be those set forth in the Pay Plan (Schedule "B" and "C") attached hereto and forming part of this Agreement. At the time of hiring each new employee shall be advised in writing of his starting classification.
- 10:02** For each pay day, each employee shall be provided with an itemized statement of her wages, overtime and other supplementary pay and deductions. **This statement shall include the applicable wage rates plus the number of hours worked.**

- 10:03** During the term of this Agreement, amendments to the pay plan (Schedule “B” and “C”) shall be determined through negotiation between the parties.
- 10:04** Where an employee is promoted to a higher classification, the employee shall be paid at a rate of pay set out for that classification in the pay plan that is more than the rate of pay the employee was being paid in the employee’s former classification.

### **Article 11 Merit Increases**

- 11:01** A full-time employee is eligible to be moved one step forward on the salary scale within her current classification on her anniversary or reclassification date if her work performance is deemed to be meritorious in accordance with the Agency’s performance appraisal guidelines.
- 11:02** A part-time employee is eligible to be moved one step forward on the salary scale within her current classification upon completion of one-thousand eight hundred and twenty (1820) paid hours of work since her last increment if her work performance is deemed to be meritorious in accordance with the Agency’s performance appraisal guidelines.
- 11:03** Should an employee not be granted a merit increase in recognition of meritorious work performance as mentioned in Article 11:01 and 11:02 hereof, the employee shall have the right to resort to the grievance procedure.
- 11:04** The effective date for an employee’s merit increase shall be the actual day that it is earned as outlined in Article 11:01 and 11:02 hereof, regardless of where this may fall in the pay period.

### **Article 12 Employee File**

- 12:01** The Agency agrees there shall be only one (1) file kept or used by the Agency for each employee.
- 12:02** Upon written request by an employee the employee file of that employee shall be made available for the employee’s full examination. The employee shall

have the option to have a representative present. A minimum of two (2) days' notice by an employee is required to view their personnel file. The employee must call the Manager of Human Resources with this request.

- 12:03** An employee may request a copy of specific documents on the employee file. Such requests shall not be unreasonably denied.
- 12:04** The Agency agrees not to introduce as evidence in a hearing any document(s) from the employee file, of which the employee does not have a copy provided at the time of its insertion in the file. If an employee disagrees with the information contained in the disciplinary or performance document, they shall have the right to have their written objections placed on the file.
- 12:05** An employee shall have the right to grieve for the removal of any documents pertaining to disciplinary action and/or unsatisfactory reports contained in the employee file.

### **Article 13 Hours of Work**

- 13:01** Hours of work shall be as assigned by the Employer, subject to the terms of the Agreement.
- 13:02** (a) Standard hours of work are the maximum number of hours employees may be required to work at regular wage. This is an eight (8) hour day or forty (40) hours per week.
- (b) Each employee shall ensure the Scheduling Coordinator is aware of their availability for work.**
- (c) All employees shall work evening hours according to their job descriptions. An evening shift is defined as any shift that begins or extends beyond 6:00 pm.**
- 13:03** A minimum payment per scheduled day shift payment per client family is three and one-half (3½) hours. Time spent at meetings required by the Employer, or time scheduled by the Employer to attend Head Office is considered work time.



- 13:04** (a) All rest periods are to be included in the employee's scheduled hours of work.
- (b) Notwithstanding (a), an employee may choose to have an unpaid half ( $\frac{1}{2}$ ) hour rest period, outside their scheduled hours of work and as close to the midpoint of their scheduled work assignments as possible. Employees who opt for this unpaid rest break must request it in writing to the Scheduling Coordinator, and such arrangement shall be for a minimum period of six (6) months.
- 13:05** An employee is entitled to one (1) day of rest each week and shall not be required to work seven (7) consecutive days.
- 13:06** (a) An employee who has two (2) shifts in one (1) day shall be paid the time between scheduled shifts to a maximum of two (2) hours.
- (b) When an employee is scheduled to work two (2) shifts separated by more than two (2) hours, they will be compensated with one (1) hour's pay.
- 13:07** (a) An employee will be paid their regular rate of pay for a scheduled shift (to a maximum of 8 hours), if the shift has been cancelled with less than 24 hours' notice and there is no work available. When a client advises the employee that they are cancelled, to qualify for pay, the employee must, as soon as possible, notify the Scheduling Coordinator and must be available for work for the period of time previously scheduled to work. Employees who refuse placements may forfeit their cancellation pay.
- (b) If an employee's shift has been cancelled with greater than 24 hours' notice, there is no pay.
- (c) If an employee is cancelled at the client's door and there was no warning, the employee will be paid a minimum of three and one-half ( $3\frac{1}{2}$ ) hours, or scheduled shift up to a maximum of four (4) hours, whichever is greater, and not required to be available for work.

- (d) When an employee is dismissed early by their clients, they must, as soon as possible on that day, notify TAS or the Scheduling Coordinator and must remain available to accept work for the remainder of their scheduled time. Employees who do not properly advise the Agency of having been dismissed or who refuse placements may forfeit their pay for the dismissed portion of the day.
  - (e) If the employee fails to report the changes to their schedule, there may be no payment.
- 13:08**
- (a) The parties recognize the unique nature of the work performed by employees and the need for the work to be assigned according to the individual needs of the client.
  - (b) In assigning the work, the Employer shall take into consideration the employee's personal schedule, geographical and other preferences, but it is recognized by the parties that service and client needs are paramount. Where two (2) or more employees are available and qualified for the job, then length of service shall be the determining factor provided that it does not result in overtime or excessive travel.
  - (c) An employee who is concerned about the allocation of work should first contact the Scheduling Coordinator. If the matter is not resolved with the Scheduling Coordinator, the employee may take the matter to the Manager of Human Resources.
  - (d) An employee who is concerned about the allocation of work may grieve to the Executive Director. The decision at Step 2 shall be final for such grievances and not subject to arbitration.

#### **Article 14 Overtime**

- 14:01** An employee required to work in excess of eight (8) hours per day shall be paid at the rate of time and one-half (1 ½) for all overtime worked.

- 14:02** An employee shall be paid at the rate of time and one-half (1 ½) for all hours required to be worked in excess of eighty (80) hours in a bi-weekly pay period.
- 14:03** Overtime shall be compensated by paying the employee for all time worked at the applicable rate.
- 14:04** There shall be no pyramiding of overtime or premiums and therefore overtime shall not be compensated for under more than one article of this Agreement.

### **Article 15 Length of Service**

- 15:01** Length of service is defined as an employee's accumulated regular hours worked under the terms and conditions of this Collective Agreement.
- 15:02** (a) Length of service shall include:
- (i) All paid time including overtime to a maximum of eighty (80) hours in a bi-weekly pay period. Any overtime hours included in the eighty (80) hours in a bi-weekly period shall be credited at straight time for length of service purposes.
  - (ii) Leaves without pay to a maximum accumulation of thirty (30) working days in a calendar year
  - (iii) Periods of maternity, parental or adoptive leave
  - (iv) Periods of time where an employee is absent by reason of illness or injury incurred during the performance of their duties
  - (v) Absence on approved Workers Compensation.
- (b) Length of service shall be lost when an employee:
- (i) Resigns
  - (ii) Retires

- (iii) Is dismissed and not reinstated
  - (iv) Dies
  - (v) Is permanently laid off
  - (vi) Is terminated at the expiry of his or her term of employment.
- (c) Length of service shall be retained but shall not accrue during:
- (i) Approved educational leave to a maximum of one year
  - (ii) Any sick leave without pay necessary to satisfy the elimination period of the Long Term Disability Plan.
  - (iii) Any approved leave of absence to a maximum of six (6) months.

**15:03** Length of service accrued by an employee prior to the signing of this Agreement shall be included in the calculation.

**15:04** The Agency agrees to provide to the Union, once annually, a listing of all employees in the bargaining unit indicating current classification, start date, and length of service by January 30th of each year.

### **Article 16 Layoff and Recall**

**16:01** In the event of new structure or economic restraint, the Agency shall consider alternative terms of employment including job sharing and/or reduced hours of work.

**16:02** Where reduction of personnel is deemed to be necessary by the Agency, employees shall be laid off subject to consideration of length of service, qualifications, reliability, and prior work performance.

**16:03** The Agency shall give the employee written notice of the date upon which she is to be laid off at least two (2) weeks before the date on which she is to be laid off, and to the extent that such minimum notice is not given the employee shall receive pay in lieu thereof.

- 16:04** Laid off employees shall be recalled after consideration of length of service, qualifications, reliability and prior work performance. Such employees shall have recall rights for twelve (12) months.
- 16:05** Where layoff is permanent, employees shall not be recalled. An employee with five (5) or more years of continuous employment who is permanently laid off shall be paid one (1) week's pay for each complete year of continuous employment (pro-rated for part-time employment). The total payment shall not exceed fifteen (15) weeks' pay.
- 16:06** The employee is required to inform the Agency of their current address. Notification of recall following a layoff shall be sent by certified letter to the last reported address of the employee. An employee who is recalled from layoff shall be required to indicate within three (3) working days her intention to return to work. The employee shall be required to return to work within fourteen (14) calendar days whenever possible, but in any case within thirty (30) calendar days of such notification.

### **Article 17 Vacancies and Promotions**

- 17:01** When a vacancy, other than a temporary vacancy occurs or a new position is created within the bargaining unit, the Agency shall post such vacancy or new position for a period of ten (10) working days to enable employees to apply. Such postings shall include the date of the posting, the required qualifications, the rate of pay and the closing date of the posting. The Agency shall provide each employee with a copy of the posting.
- 17:02** Where more than one (1) employee in the bargaining unit applies for the same position, the applicant whose performance, qualifications and reliability to perform the work are judged by the Agency to be the highest, shall be awarded the position. Length of service shall be given consideration.
- 17:03** (a) No employee shall be promoted to a position outside the bargaining unit without her written consent. An employee shall have the right to return and the Agency shall have the right to return the employee to a position

in the bargaining unit during her trial period, which shall be a maximum of sixty (60) working days. If an employee returns to the bargaining unit, she shall be placed in her previous position.

- (b) If a bargaining unit employee accepts a temporary position within the bargaining unit, they have the right to return to their former job, classification, and rate of pay upon the expiration of the temporary position. Seniority will be maintained and will accrue while in the temporary position.

**17:04** An employee who is notified that she is an unsuccessful applicant for a vacant position shall be supplied with the reasons for non-acceptance within ten (10) working days of making a written request to the Executive Director. Such a request shall be made within ten (10) working days of receipt of the notification that he was an unsuccessful applicant.

**17:05** Nothing contained herein shall restrict the Agency from advertising for a position outside of the bargaining unit; or from considering applications for a position from outside of the bargaining unit. Although where qualified members of the bargaining unit have applied and are considered by the Agency to be equivalent to other applicants in their qualifications, reliability and prior work performance they shall be given preference.

### **Article 18 Resignation**

**18:01** An employee wishing to resign shall provide the Agency with a written notice of resignation which shall specify the last date upon which the employee will be present at work and perform regular duties.

**18:02** An employee may terminate her employment with the Agency with written notice based on her period of employment. If she is employed less than one (1) year, one (1) weeks' notice is required. If she is employed more than one (1) year, then two (2) weeks' notice is required. Notice will be exclusive of vacation.

**18:03** An employee may, with the approval of the Agency, withdraw her notice of resignation at any time before her resignation becomes effective.

### **Article 19 Termination of Employment**

- 19:01** (a) Subject to Article 19:02 hereof, the Agency shall give each employee who is to be terminated written notice of termination based on her period of employment. If she is employed less than one (1) year, one (1) weeks' notice will be provided. If she is employed at least one (1) year and less than three (3) years, then two (2) weeks' notice will be provided. If she is employed at least three (3) years and less than five (5) years, then four (4) weeks' notice will be provided. If she is employed at least five (5) years and less than ten (10) years, six weeks' notice will be provided. If she is employed at least ten (10) years, eight weeks' notice will be provided.
- (b) A term employee who is to be terminated prior to the expected expiry date of their term of employment shall be given two (2) weeks' notice.

**19:02** Subsection Article 19:01 hereof does not apply to an employee who is dismissed for just cause or who has abandoned her position for two (2) weeks.

### **Article 20 Disciplinary Action**

**20:01** An employee shall only be disciplined for just cause.

**20:02** 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.

**20:03** 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 he or she has read it. Upon signing the employee shall receive a copy of such a report.

- 20:04** Where disciplinary action other than an oral reprimand 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.
- 20:05** An employee who wishes to grieve any disciplinary action shall do so according to the Grievance Procedure. Grievances concerning demotion, suspension or dismissal shall be initiated at Step 2 of the Grievance Procedure.

### **Article 21 Grievance and Arbitration Procedure**

- 21:01** The parties to this Agreement recognize the desirability for resolution of grievances through an orderly process without stoppage of work or refusal to perform work.
- 21:02** It is mutually agreed that an effort shall be made to resolve complaints through discussion before a written grievance is initiated. The aggrieved employee shall have the right to have a Union Representative present at such a discussion. When a grievance cannot be presented in person at any step, it may be transmitted by registered mail.
- 21:03** A grievance is defined as a complaint in writing concerning the application, interpretation or alleged violation of this Agreement, and if the grievance affects a large segment of employees, then the grievance shall start at Step 2.
- 21:04** The steps in the grievance procedure will be as follows:

#### **Step 1**

Within twenty (20) working days following the date on which the employee first became aware of the action or circumstances giving rise to the grievance, the employee and/or his representative shall present the signed grievance in writing to the Manager stating the redress requested. The Manager shall issue



his decision in writing to the employee within twenty (20) working days of the receipt of the grievance.

### **Step 2**

If the grievance is not satisfactorily resolved at Step 1, the employee shall have the right to refer the grievance to the Executive Director within ten (10) working days of the receipt of the decision from Step 1. The Executive Director shall issue a decision in writing to the employee and the Union within ten (10) working days from the receipt of the grievance at Step 2. The Executive Director may hold a hearing to discuss the grievance with the employee and his Union Representative before giving a decision on the grievance.

### **Step 3**

Where the decision of the Executive Director or his designate is unsatisfactory to the employee and the Union, it may, within fifteen (15) working days from the receipt of the decision at Step 2, be submitted to arbitration in accordance with the procedure set forth in Article 21:05.

- 21:05** (a) Where the party initiating the arbitration proceedings wishes to request arbitration by a single arbitrator, the notice referred to in Sub-Section :05 (a) shall so state.
- (i) Where the party who receives the notice accepts the request for a single arbitrator the parties will attempt to reach Agreement on the selection of a single arbitrator within ten (10) working days.
- (ii) Where the party who receives the notice rejects the request for a single arbitrator or where the parties have failed to reach Agreement on the selection of a single arbitrator within ten (10) working days, the party initiating the arbitration proceedings may submit the name of its appointee to the board in accordance with Section :05 (b) within ten (10) working days.

- (iii) Where the parties have agreed to a single arbitrator, the single arbitrator shall be considered to be an Arbitration Board for purposes of this Article.
- (b) Where the party initiating the arbitration proceedings wishes to request arbitration by a three person board, the notice referred to in Sub-Section :05 (a) (ii) shall contain the first party's appointee to the Arbitration Board, the following procedure will then apply:
- (i) The party who receives the notice shall, within fifteen (15) working days of receiving the notice, notify the other party in writing of the name of its appointee to the Arbitration Board.
  - (ii) The two (2) members of the Arbitration Board named by the parties shall, within ten (10) working days of the appointment of the second of them, appoint a third member of the Arbitration Board who shall be the Chairperson.
  - (iii) (a) Where either party to the arbitration fails to name an individual to be a member of the Arbitration Board; or
  - (b) The two (2) individuals named as members of the Arbitration Board by the parties fail to agree on the appointment of a chairperson within the applicable time prescribed in this Article, the Manitoba Labour Board shall, on the request of either party and as the case requires, appoint the individual, the chairperson, or both.
  - (c) The Chairperson shall submit a report on the findings and the decision of the Board within fourteen (14) working days following the completion of the hearing to:
    - (i) The Executive Director
    - (ii) The Grievor

- (iii) The Manitoba Government and General Employees' Union.
- (d) The decision of the majority shall be the decision of the Arbitration Board, but if there is no majority, the decision of the Chairperson shall be the decision of the Board.
- (e) The Arbitration Board shall not have the power to add to, subtract from or modify or alter in any way the provisions of the Agreement.
- (f) The Chairperson shall expressly confine himself to the precise issue submitted to the Arbitration Board, and shall have no authority to make a decision and/or recommendation on any other issue not so submitted to the Board.
- (g) Where either a suspension and/or dismissal is proceeded with to Arbitration and provided the Agreement does not provide a specific remedy or penalty for the cause of the suspension and/or dismissal, the Arbitration Board shall have the authority to either rescind, vary, or uphold the decision of the Agency.
- (h) The expenses incurred by and in respect of an Arbitration Board shall be paid as follows:
  - (i) The parties to the Arbitration shall each pay an equal portion of the remuneration and expenses of the Chairperson of the Arbitration Board.
  - (ii) Each party to the Arbitration shall pay the remuneration and expenses of the member of the Arbitration Board named or appointed by or on behalf of that party.
  - (iii) Each party to the Arbitration shall pay the fees and expenses of witnesses called by that party to give evidence before the Arbitration Board.

- (iv) Each party to the Arbitration shall pay the fees and expenses of any counsel appearing before the Arbitration Board on behalf of that party.
- (v) The parties to the Arbitration shall each pay an equal portion of other costs and expenses incurred by the Arbitration Board in conducting the Arbitration.

- 21:06** Any Grievance which is not presented to the next subsequent step within the prescribed time limits shall be deemed to have been abandoned and all rights of recourse for that particular grievance shall be at an end.
- 21:07** Any of the time limits as stated in this Article may be extended by mutual agreement.
- 21:08** The grievance may be clarified at any Step providing its substance is not changed.
- 21:09** Any adjustment arising out of the settlement of a grievance relating to a claim for retroactive payment shall be limited to a period of three (3) months prior to the date of which the grievance was first presented herein.
- 21:10** It is recognized that the Agency shall have the right to take up a grievance with the Union relating to the conduct of the Union, its officers, or any other Union representative, or the Agency's employees, as it concerns the application or interpretation of any provision of this Agreement. The grievance shall first be presented in writing to the Component President and a meeting will be held within ten (10) working days following receipt of the grievance, between the Agency and the Union. The Union will respond in writing to the grievance within ten (10) working days of such a meeting.

## **Article 22    Vacation**

- 22:01** For purposes of this Agreement, a vacation year is the period beginning on the first day of paid employment with the Agency, and ending on the last day of the twelfth month of service. For administrative purposes, on April 1 of

each year, vacation earnings will be calculated and recorded on that date. This will mark the beginning of a new administrative year.

- 22:02**
- (a) Employees shall receive an annual vacation with pay in accordance with their vacation earned during the previous administrative year.
  - (b) Vacation shall be earned in accordance with the entitlement for length of service and prorated to reflect part time employment. Where entitlement changes due to accumulated length of service during an administrative year, an employee's vacation earnings will be calculated on a prorated basis for the two earnings rates.
  - (c) For vacation purposes only, length of service for employees working less than 1820 hours in a 12 month period shall be determined as follows:
    - (i) For an employee who works 910 or more hours in a 12 month period, each year shall be considered one vacation year for entitlement purposes.
    - (ii) Notwithstanding :01, for an employee who works less than 910 hours in a 12 month period , each year shall be considered .5 of a vacation year for entitlement purposes.
  - (d) An employee who works less than 1820 hours in a 12 month period shall earn paid vacation hours based on total hours paid divided by 1820 and multiplied by their vacation earning rate for that period.
  - (e) Paid vacation earning rates shall be as follows, and prorated for part time hours:

During the 1st to 4th vacation years, employees earn 120 hours **(3 weeks)**.

During the 5th to 13th vacation years, employees earn 160 hours **(4 weeks)**.

During the 14th to 24th vacation years, employees earn 200 hours **(5 weeks)**.

During the 25th and each subsequent vacation year, employees earn 240 hours **(6 weeks)**.

- 22:03** (a) Vacation leave may not be taken in advance of when it is earned.
- (b) With the approval of the Agency, vacation leave up to a maximum of forty (40) hours may be granted an employee during their first 12 months of service.
- (c) Vacation leave shall be taken in the administrative year following the administrative year in which it was earned
- (d) The Agency may authorize that vacation leave be carried forward to the next following administrative 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 previous year's vacation earnings.
- 22:04** Where an Employee dies, the employee's estate shall receive the employee's accumulated earned vacation.
- 22:05** Where an employee is absent on leave without pay for a period of one (1) month or a portion thereof greater than one half (1/2) , vacation leave entitlement shall no longer accumulate.
- 22:06** An employee may upon giving at least three (3) weeks written notice, receive on the last work day preceding commencement of her annual vacation, any pay cheques which may fall due during the period of vacation.

### **Article 23    Holidays**

**23:01** The following holidays shall be observed:

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 (July 1)      Boxing Day

Any other holiday proclaimed by Federal or Provincial Statute.

- 23:02** An employee is entitled to pay for a holiday on which she does not work provided she did not absent herself from work without the Agency's consent on either the regular working day immediately preceding or following the holiday, unless her absence is by reason of established illness.
- 23:03** An employee who is directed by the agency to work on a holiday shall be paid wages equivalent to one and one half times ( $1\frac{1}{2}x$ ) their regular rate and in addition shall receive an alternate day off with pay.
- 23:04** Upon receipt of the written approval of the Manager of Human Resources at least two (2) weeks in advance, an employee who observes other religious holidays shall be allowed to substitute vacation time or compensatory time in order that he may have this time off.
- 23:05** Employees are entitled to Eligible Holiday Pay for each holiday. Eligible Holiday Pay is calculated as eight (8) hours pay prorated by the equivalent to full-time ratio worked during the two (2) pay periods preceding the pay period in which the holiday falls to a maximum of eight (8) hours.

Examples:

- (a) 70 hours in a pay period is full-time

$$70 \text{ hours} \times 2 \text{ pay periods} = 140 \text{ hours}$$

$$140 \text{ hours} \div 140 = 1$$

$$8 \times 1 = 8 \text{ hours}$$

- (b) 60 hours in a pay period is part-time

$$60 \text{ hours} \times 2 \text{ pay periods} = 120 \text{ hours}$$

$$120 \text{ hours} \div 140 \text{ hours} = .857$$

$$8 \times .857 = 6.9 \text{ hours}$$

## Article 24 Sick Leave

- 24:01** It is agreed by the parties that earned sick leave entitlement shall only be granted by the Agency where an employee is unable to be at work and perform his regular duties as a result of illness or injury. Sick leave means the period of time an employee is absent from work with full pay by virtue of being sick or disabled or under the examination or treatment of a physician, chiropractor, dentist or qualified counsellor or because of an accident for which compensation is not payable from any other source. For the purpose of this Agreement “qualified” means meeting Canadian **Centre for Accreditation** Standards and other Agency recognized services. Sick Leave shall be paid to a daily maximum of eight hours, inclusive of travel time.
- 24:02** (a) Employees shall accumulate sick leave at the rate of five (5) hours per bi-weekly pay period and part-time employees’ accumulation shall be prorated based on the hours paid per bi-weekly pay period divided by seventy (70) hours to a maximum of five (5) hours.
- (b) At the conclusion of the calendar year, an employee’s maximum sick leave carry over shall be eight hundred (800) hours. Part time employees maximum sick leave carry over shall be prorated based on the hours worked in the previous calendar year divided by 1820 times 800 hours.
- 24:03** Sick leave shall continue to accrue if an employee is absent in any period on a paid leave.
- 24:04** An employee who has been absent on sick leave with pay, upon returning to work shall continue to accumulate sick leave in accordance with 24:02 hereof.
- 24:05** An employee shall be eligible to accumulate sick leave credits from his first day of paid employment with the Agency.
- 24:06** An employee may be granted sick leave in advance of it being earned provided that the amount advanced does not exceed forty (40) hours. If an employee who has used more sick leave than has been earned has his or her services terminated for a reason other than layoff or death, the salary over-



payment resulting from the use of unearned sick leave shall be recovered by the Agency.

- 24:07** Sick leave shall not accumulate during periods when an employee is:
- (a) Absent without leave; or
  - (b) Absent on leave of absence without pay.
- 24:08** Where an employee is absent because of illness or injury; he shall make every reasonable effort to notify the Agency of his absence due to illness or injury as soon as possible prior to the normal hours of beginning work.
- 24:09**
- (a) For absences of three (3) consecutive days or greater the Agency may require an employee, on returning to work after an absence, to produce a certificate from a medical practitioner certifying that he was unable to carry out his duties due to illness or injury. Failure to produce a medical certificate acceptable to the Agency within five (5) working days of the request may result in a loss of pay for the period of absence.
  - (b) An employee who may be absent due to extended illness or injury will be required to produce a medical certificate including the estimated date of return of the employee, and confirming whether or not the employee will be able to return to his/her regular work duties/hours.
  - (c) The Agency shall reimburse an employee for the actual costs of providing a certificate when such medical certificates are requested or required.
- 24:10** Where an employee becomes ill or is injured during the period of his scheduled annual vacation, the Agency may grant sick leave and credit the employee with alternate hours of vacation equivalent to the number of hours approved sick leave providing the illness or injury required medical attention upon provision of the medical certificate from a qualified Medical Practitioner attesting to the nature, severity and number of hours of incapacitation.

- 24:11** If a paid holiday falls on a day on which an employee is receiving sick leave benefits, such day shall be paid as a holiday and not deducted from the employee's sick leave credits.
- 24:12** Where an employee has been authorized by his supervisor to be absent from work because of a doctor's or dentist's appointment, a deduction from the employee's accumulated sick leave may be made for this period of absence.
- 24:13** For the purpose of this Article spouse refers to a legal or common-law relationship without discrimination as to gender. When no one other than the employee can provide for the needs during illness of a parent, spouse or child, an employee may be granted leave of absence up to a maximum of fifty-six (56) hours and such leave will be charged against the employee's sick leave credits.
- 24:14** **The Employer will provide an annual statement to each employee notifying them of sick leave earned, sick leave taken, and how much time is still available. Employees will have thirty (30) days to acknowledge and accept that the information in the statement is correct.**

## **Article 25 Leave of Absence**

- 25:01** An employee, upon request in writing being made to the Agency, may be granted a leave of absence **for educational or personal reasons**, without pay. **Such leaves will be allowed or denied at the discretion of the Agency.**
- 25:02** "Educational Leave" means leave of absence without pay for the purposes of engaging in **furthering education for a period of up to one year.**
- 25:03** "Personal Leave" means a leave of absence without pay for personal reasons for a period of up to six (6) months.
- 25:04** **The Agency will determine the relevancy of any educational leave of absence or personal leave of absence, and respond to the employee**

**within twenty (20) days of the request. Where the request is denied the Agency shall provide the employee with the reason(s) in writing if so requested by the employee.**

### **Article 26 Court Leave**

**26:01** An employee who is summoned for jury duty, or who receives a summons or subpoena to appear as a witness at 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 expected scheduled hours to a maximum of eight (8) hours per day and all jury or witness fees received by the employee for that time shall be remitted to the Agency.

### **Article 27 Maternity Leave**

**27:01** To qualify for maternity leave a pregnant employee must:

- (a) Have completed at least seven (7) months of employment with the Agency.
- (b) Submit to the Agency an application for leave in writing at least four (4) weeks before the day specified by her in the application as to the day on which she intends to commence such leave. The application will include a certificate issued by a duly qualified medical practitioner certifying that she is pregnant and specifying the estimated date of her delivery.

**27:02** An employee who qualifies under 27:01 (a) and (b) may be granted up to six (6) months of leave or, with the approval of the Executive Director, up to twelve (12) months of leave.

**27:03** Maternity leave will be unpaid and will not count as months of experience for the purpose of increments. Review dates for the purpose of annual increments will change to that date following return from leave which reflects the completion of eighteen hundred and twenty (1820) paid hours of work since her last increment.

- 27:04** An employee who takes seventeen (17) weeks or more maternity leave must confirm with the Agency, in writing, her intent to return to work and her exact return date. Failure to do so may result in loss of employment with the Agency.
- 27:05** An employee who takes longer maternity leave than is allowed in the Employment Standards Act will not forfeit classification, but is not guaranteed the same position, or hours, that were worked prior to the leave.
- 27:06** A full-time employee who returns from maternity leave is not guaranteed part-time employment by the Agency.
- 27:07** 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.

#### **Article 28 Parental Leave**

- 28:01** In order to qualify for parental leave an employee must:
- (a) Be the biological mother of a child; or
  - (b) Be the biological father of a child or must assume actual care and custody of his newborn child; or
  - (c) Adopt a child under the law of a province.
- 28:02** An employee who qualifies under this provision must:
- (a) Have completed seven (7) continuous months of employment; and
  - (b) Except in the case of adoption leave, submit to the Agency an application in writing for parental leave at least four (4) weeks before the day specified in the application as the day on which an employee intends to commence the leave;
  - (c) In the case of adoption leave, the employee shall notify the Agency when the application to adopt has been approved and shall keep the Agency

informed as to the progress of the application. The employee shall be entitled to commence adoption leave upon being notified by the agency involved that a child is available for placement.

- 28:03** An employee who qualifies in accordance with the above is entitled to parental leave without pay for a continuous period of up to thirty-seven (37) weeks.
- 28:04** Subject to the following paragraph, parental leave must commence no later than the first anniversary date of birth or adoption of the child or of the date on which the child comes into actual care and custody of the employee.
- 28:05** Where an employee takes parental leave in addition to maternity leave, the employee must commence the parental leave immediately on the expiry of the maternity leave without a return to work unless otherwise approved by the Agency.

#### **Article 29 Paternity Leave**

- 29:01** A male employee may be granted three (3) day's leave with pay, to attend to needs directly related to the birth of his child.
- 29:02** Part-time employees shall be provided with paternity leave on a pro-rated basis.

#### **Article 30 Adoptive Parent Leave**

- 30:01** An employee shall be granted three (3) days leave with pay to attend to needs directly related to the adoption of his/her child.

#### **Article 31 Compassionate Leave**

- 31:01** An employee shall be granted compassionate leave for a period of up to three (3) working days without loss of salary in the event of the death of a member of an employee's immediate family. When no one other than the employee

can provide for immediate family needs, up to an additional two (2) days may be granted at the discretion of the Executive Director.

- 31:02** For purposes of granting compassionate leave, immediate family is defined as father, mother, brother, sister, spouse, child or ward of the employee, grandparent, grandchild, mother-in-law, father-in-law, step-mother, step-father, step-sister, step-brother, step-son, step-daughter, fiancé, or relative permanently residing in the employee's household or with whom the employee permanently resides, or did as a minor.
- 31:03** At the discretion of the Agency, an employee may be granted additional compassionate or special leave up to a maximum of two (2) working days without loss of salary when requested for the purpose of attending a funeral at a distance.
- 31:04** At the discretion of the Agency an employee may, upon request, be granted up to one (1) working day without loss of salary to attend the funeral of a son-in-law, daughter-in-law, brother-in-law, sister-in-law, niece, nephew, or as a pallbearer.
- 31:05** Should an employee be required by the Agency to give satisfactory proof with respect thereto, he shall be obliged to do so in order to establish proper qualification for compassionate leave.
- 31:06** Part-time employees shall be provided with compassionate leave on a pro-rated basis.

### **Article 32 Compassionate Care Leave**

- 32:01** An employee who has been employed by the Employer for a minimum of thirty (30) days shall be granted unpaid leave of absence for a period of up to eight (8) weeks to provide care or support to a seriously ill family member, or to another person who has designated the employee as their caregiver. Family members shall be as defined in Article 31:02 of this Agreement.

- 32:02** In order to be eligible for Compassionate Care Leave, the employee must provide the Employer with a physician's certificate stating that:
- (a) A family member of the employee, or person who has designated the employee as their caregiver, has a serious medical condition with a significant risk of death within twenty-six (26) weeks from the earlier of either the date the certificate was issued or the date the leave commenced; and
  - (b) That the ill family member requires the support of one (1) or more family members, or the person who has designated the employee as their caregiver requires the support of the employee.
- 32:03** No period of Compassionate Care Leave may be less than one (1) weeks duration. An employee may take no more than two (2) periods of leave totalling no more than eight (8) weeks. The period of leave must end no later than twenty-six (26) weeks after the day the first period of leave began.
- 32:04** Where possible, the employee shall provide the Employer with at least two (2) weeks' notice of his/her request for Compassionate Care Leave.

### **Article 33 Employee Expenses Incidental to the Job**

#### **33:01 Car Expenses**

For those employees who are required to use their cars for the purposes of performing their duties, the Agency shall:

- (a) Pay 41 cents per kilometer effective April 1, 2012. Travel sheets shall be submitted monthly to the Agency for approval and authorization of payment.
- (b) Pay the difference between pleasure and all-purpose insurance, if required, provided the employee provides the Agency with proof of purchase of this insurance.

- (c) (i) If the rates in (a) are **changed** prior to the expiry of this Agreement for the Province of Manitoba employees, then the rates in (a) will be adjusted accordingly.
- (ii) The Union will notify the Agency of the rate change. The new rate will become effective the first of the month following such notification.

**33:02** Any other expenses must be directly related to duties of the employee and have prior approval of the Agency and submitted to the Agency monthly with receipts for reimbursement. The Agency reserves the right to approve or disapprove expense account submissions.

**33:03** Taxi-fare shall be paid by the Agency for travel on the Agency's business between the hours of 11:00 p.m. and 6:00 a.m. and other times if safety is a concern.

#### **Article 34 Joint Consultation Committee**

**34:01** A Joint Consultation Committee may be established and maintained. The Committee shall consist of no more than three (3) representatives of the Agency and three (3) representatives of the Union. The Committee shall meet as required to discuss matters of mutual concern and which both parties consider appropriate for discussion by the Committee. A written agenda of items to be discussed will be required prior to the establishment of any meeting date.

**34:02** The Committee may make recommendations to the Union and the Agency with respect to its discussions and conclusions but it shall not have jurisdiction over wages, or any matter of collective bargaining including the administration of this Agreement. The Committee shall not supersede the activities of any committee of the Union or of the Agency and it does not have the power to bind the Union or its members or the Agency to its decisions or conclusions.



### **Article 35    Strikes and Lockouts**

**35:01** The Union agrees that during the term of this Agreement it will not cause, direct or consent to any slowdown, stoppage of work, picketing, strike or walk-out on the part of employees represented by the Union nor shall any employee threaten or take part in any such action or any other action which would interfere with the Agency's operations. If any such action should be taken by the employee(s) then the Union will take affirmative measures immediately to prevent the employee(s) from continuing such action. If any such employee(s) shall take any such action contrary to this Article such employee(s) will be subject to disciplinary action.

The Agency agrees that neither it nor any one on its behalf shall threaten a lockout of any employee(s) and that there will be no lockout of its employee(s) for the duration of this Agreement.

### **Article 36    Pension and Group Insurance**

**36:01** The Agency will provide a group insurance plan (term Life Insurance, AD&D, Dependent Life Extended Health Care, (Including Vision Care), Dental (including Orthodontics), Employee Assistance (EAP), and Long Term Disability) for its employees. Employees shall be required to join in accordance with the terms and conditions of the plan. Premium contributions shall be split between the employees and the Agency. For tax purposes, the employees' share of the contributions will include Term Life Insurance, Dependent Life and LTD. The premium costs for any contribution made by employees that covers extended health care or dental benefits will be separated on their pay stubs.

**36:02** The Agency will provide a Pension Plan for its employees. Employees shall be required to join in accordance with the terms and conditions of the plan. Contributions made by employees and the Agency will be done in accordance with the terms and conditions of the plan.

**36:03** The Agency will give each employee information regarding eligibility at the time of hiring and information on staff benefits at the time of eligibility.

### **Article 37 Harassment**

**37:01** The Agency and the Union agree that no form of harassment shall be condoned in the workplace and it is further agreed that both parties will work together to recognize and deal with these problems when they arise. Situations involving allegations of harassment shall be able to be processed as a grievance by the victim.

**37:02** Where the alleged harasser is the person who would normally deal with the first step of such grievances, the grievance will automatically be sent forward to the next step.

**37:03** No information relating to the grievor's or alleged harasser's personal background, lifestyle, or mode of dress will be admissible during the grievance or arbitration process.

**37:04** Sexual harassment may be defined as sexual comments or behaviour which create an uncomfortable or threatening working environment.

**37:05** Racial harassment may be defined as differential treatment, or a policy, which is based on race, color, nationality or ethnic origin or any racial comments or behavior which create an uncomfortable or threatening working environment.

**37:06** Personal harassment is defined as repeated unconstructive, intentional and offensive comments or actions designed to offend, abuse or humiliate a person, when such conduct has the purpose or effect of substantially or unreasonably interfering with an employee's work performance or creating an intimidating, hostile or offensive working environment.

**37:07** **Confidentiality**

- (a) All complaints, investigations, hearings and information about the case shall be treated with utmost confidence, and in an expeditious manner;

(b) Any breach of confidentiality may be the subject of further grievances and/or be subject to disciplinary proceedings.

**37:08** Situations of racial and sexual harassment shall be considered as discrimination and shall be eligible to be processed as grievances. Situations of personal harassment, while not discrimination, shall be eligible to be processed as grievances. Where the alleged harasser is the person who would normally deal with the first step of such grievances, the grievances will automatically be sent forward to the next step.

### **Article 38 Job Classifications**

**38:01** The Agency shall provide copies of the classification descriptions for each position in Schedule "B" and "C" to the Union.

**38:02** All existing Agency positions covered by this Collective Agreement shall have current classification descriptions detailing the duties, responsibilities, qualifications and range of pay for each classification.

**38:03** Where new classifications are created or existing position descriptions amended during the life of the Agreement the Agency shall forward copies of the new or amended classification descriptions to the Union.

### **Article 39 Union Business**

**39:01** 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 his or her supervisor for his or her approval. The Union will also provide a copy of the written request to the Executive Director.
- (b) Requests for leave shall be made with reasonable advance notice of at least ten (10) working days and shall be granted only where operational requirements permit. Where special or unusual circumstances prevent

compliance with the ten (10) working days' notice, the request shall be considered and shall not be unreasonably denied.

- (c) Where such leave of absence has been granted the Union shall reimburse the Agency one hundred percent (100%) of the wages and provide an additional ten percent (10%) for benefit costs paid to such employees during the approved absence.
- 39:02**
- (a) For time spent with Agency representatives during negotiations the Union will be allowed to have no more than two (2) employees present at each bargaining session. The Union shall reimburse the Agency fifty percent (50%) of the wages paid to such employees for each bargaining session during working hours. Reasonable time will also be spent performing these functions during non-working hours.
  - (b) The Union shall pay fifty percent (50%) of the cost of expenses, such as room rentals, for the purpose of negotiations.
  - (c) Prior to the commencement of negotiations, the Union shall supply the Agency with a list of employees on the negotiating committee. Dependent upon operational requirements, requested leave for such employees shall not be unreasonably denied.
  - (d) The total number of employees referred to in (a) above may be changed provided any additional employees are on leave without pay or on wage recovery as per Section: 01 (c).

#### **Article 40 Rights of Union Representatives**

**40:01** The Agency recognizes the Union's right to select Representatives to represent employees.

**40:02** The Union shall determine the number of Representatives and the jurisdiction of each Officer having regard to the plan or organization, the distribution of employees at the workplace, and the administrative structure

implied by the Grievance Procedure. The number of officers shall not exceed four (4).

- 40:03** Union Representatives and employees shall not conduct Union business during their working time.
- 40:04** The duties of the Union Representatives shall be to investigate complaints of an urgent nature and to investigate and present grievances in accordance with the Grievance Procedure.
- 40:05** For complaints of an urgent nature, and where a Union Representative is an employee of the Agency, a Union Representative shall first obtain the permission of his or her Manager before leaving work to investigate such complaints with the employee and the Manager or departmental official concerned. Such permission shall not be unreasonably sought or withheld. On resuming his or her normal duties, the Union Representative shall notify his or her Manager.
- 40:06** When it is necessary for a Union Representative, who is an employee of the Agency, to investigate a complaint or grievance during working hours, no deduction in salary shall be made from the Union Representative or employee concerned, provided that each has obtained approval from their Manager for the time required to deal with the complaint or grievance. On resuming their duties, the Union Representative and employee shall notify their Manager.
- 40:07** Where an employee is hired, the Agency shall introduce the employee to a Union Representative and provide up to thirty (30) minutes during normal working time for the purpose of acquainting the new employee with the Union.

#### **Article 41 Workplace Health and Safety**

- 41:01** The Agency and the Union recognize the importance of the Workplace Health and Safety Committee to enhance the ability of the employees and managers to resolve health and safety concerns. Such a Committee shall consist of equal numbers of employees and managers. The Committee shall

meet as often as required and operate within the established terms of reference and operating procedures adopted by the Committee.

- 41:02** In accordance with 40:01 above the parties agree to establish a Family Support Program Workplace Health and Safety Committee.
- 41:03** An employee may refuse unsafe, dangerous or unhealthy work where the employee has reasonable grounds to believe and does believe that the particular work is unsafe, dangerous or unhealthy to the employee or any other person.
- 41:04** The employee shall report the refusal and the reasons to a Agency representative immediately.
- 41:05** The Agency representative and the employee, and at the employees' option, a Union Steward or Worker Health and Safety Representative, shall immediately inspect the circumstances of the refusal and take action to remedy the situation.
- 41:06** The employee may continue to refuse until the situation is remedied and shall be reassigned.
- 41:07** No other employee shall be assigned or ordered to do the unsafe work until the situation is remedied.
- 41:08** If the situation is not remedied the Agency shall notify the Provincial Workplace Safety and Health Officer of the refusal.
- 41:09** No employee shall be disciplined or threatened for exercising their Right to Refuse unsafe, dangerous or unhealthy work.

#### **Article 42 Civil Liability**

- 42:01** The Agency shall have liability insurance that shall provide adequate coverage for all employees, dependent upon the availability of such insurance for purchase. Employees shall be advised or informed of any changes to the liability coverage. If an action or proceeding is brought against any existing or

former employee covered by this agreement for an alleged tort, committed by him or her in the performance of his or her duties, as an employee of the Agency, then the person, upon being served with any legal process or upon receipt of any action or proceeding as herein before referred to, being commenced against him or her, shall advise the Agency through the Executive Director of any such notification or legal process.

#### **Article 43 Agency Required Staff Development and Meetings**

- 43:01 Agency required Staff Development includes Agency initiated training, support groups, conferences, conventions, seminars or workshops. Staff Development may be mandatory or optional. Agency required meetings are meetings initiated by the Employer that the employee is required to attend.**
- 43:02 Where the Agency requested Staff Development requires that the employee be absent from work, the employee shall be paid for the time attending the staff development or for the regular number of hours that the employee was previously scheduled to work that day to a maximum of eight (8) hours, whichever is greater. The Agency shall bear the full expense.**
- 43:03 Where the Agency requested meeting requires that the employee be absent from work, the time scheduled by the employer to attend Head Office is considered work time. (13:03)**
- 43:04 The Agency shall provide or sponsor CPR/First Aid Certification and Re-Certification as required at no cost to the employee.**
- 43:05 “Educational Assistance” means financial assistance may be provided at the sole discretion of the Agency to an employee engaged in Staff Development or a training program that does not require absence from regular work duties. An employee shall submit request(s) for such educational purpose to the Agency indicating the nature of the staff development or training program and the amount of financial**

assistance requested. The Agency will respond within twenty days of receiving the request. Where the request is denied the Agency shall provide the employee with the reasons in writing if so requested by the employee.

#### **Article 44 Workers Compensation**

- 44:01** The Agency agrees to provide Workers Compensation coverage for all employees included in this Collective Agreement.
- 44:02** Where an employee is injured on the job and is required to leave for medical treatment and/or is sent home by the Agency due to the injury, the employee shall incur no loss in regular pay nor any reduction in accumulated sick time, for the day on which the accident occurs.
- 44:03** Transportation to the nearest physician, hospital or clinic 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 Agency if not covered by a medical plan.

#### **Article 45 After Hours Consultation**

- 45:01** When an employee is required, outside of their scheduled hours of work, to spend time communicating with Supervisors directly, for fifteen (15) minutes or more, the employee shall be paid for that time. This time shall be paid at the employee's regular rate of pay.

#### **Article 46 Duration of Agreement**

- 46:01** This Agreement and the Articles contained herein shall come into force and take effect the date of signing, unless otherwise agreed to, and shall remain in force until September 30, 2017.
- 46:02** Not less than thirty (30) days preceding the expiry date of this Agreement or any subsequent anniversary of the expiry date, either party to this Agreement may by written notice serve to inform the other party of its intention to enter



into collective bargaining for a renewal or a revision and renewal of the Collective Agreement or the conclusion of a new Collective Agreement.

- 46:03** Where a party to this Agreement has given notice under :02 above to the other party of this Agreement, the parties within twenty (20) calendar days commencing from and including the first day after the day of receipt of the proposals for a renewal, or a revision and renewal of the Collective Agreement, or for the conclusion of a new Collective Agreement shall meet and make every reasonable effort to conclude a renewal or revision and renewal of the Collective Agreement or a new Collective Agreement. During the period to negotiate a renewal and/or a revision and renewal, this Agreement shall remain in full force and effect without change.
- 46:04** If no notice is received or given the existing Collective Agreement will remain in force and effect.

IN WITNESS WHEREOF A representative of Family Dynamics Inc.; has hereunto set their hand for, and on behalf of, Family Dynamics Inc.; and a Staff Representative of Manitoba Government and General Employees' Union has set their hand for, and on behalf of, Manitoba Government and General Employees' Union.


Signed this 3<sup>rd</sup> day of September 2015.

  
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Family Dynamics Inc.

  
\_\_\_\_\_  
Manitoba Government and General  
Employees' Union

  
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Family Dynamics Inc.

  
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Manitoba Government and General  
Employees' Union

  
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Manitoba Government and General  
Employees' Union

**Memorandum of Agreement**

*between*

**Family Dynamics Inc.**

*and*

**Manitoba Government and General Employees' Union**

**Re: Present Incumbents Only (PIO)**

---

The following employees will continue to be classified at the Family Support Worker 2 Special A salary rate for as long as the employee remains in the Family Support Worker 2 classification.

Family Support Workers 2 Special A


Blackburn, Rosella  
Cunningham, Herma  
Kaur, Kalwant


Signed this 3<sup>rd</sup> day of September 2015.

  
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Family Dynamics Inc.

  
\_\_\_\_\_  
Manitoba Government and General  
Employees' Union

  
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Family Dynamics Inc.

  
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Manitoba Government and General  
Employees' Union

  
\_\_\_\_\_  
Manitoba Government and General  
Employees' Union

**Memorandum of Agreement**

*between*

**Family Dynamics Inc.**

*and*

**Manitoba Government and General Employees' Union**

**Re: Community Helpers (Family Resource Centre – Supported Employment Opportunities)**

---

The parties herein agree to the following with respect to Community Helpers hired through the Supported Employment Opportunities Program at the Family Resource Centres:

1. The Agency may hire Community Helpers in a contract basis, outside the bargaining unit.
2. Community Helpers shall not be utilized to staff existing bargaining unit vacancies nor shall they displace existing bargaining unit members.
3. This memorandum shall not amend, vary or alter the Collective Agreement in any way and is entered into on a “without prejudice basis”.

Signed this 3<sup>rd</sup> day of September 2015.

  
Family Dynamics Inc.

  
Manitoba Government and General Employees' Union

  
\_\_\_\_\_  
Family Dynamics Inc.

  
\_\_\_\_\_  
Manitoba Government and General  
Employees' Union

  
\_\_\_\_\_  
Manitoba Government and General  
Employees' Union

**Memorandum of Agreement**

*between*

**Family Dynamics Inc.**

*and*

**Manitoba Government and General Employees' Union**

**Re: Approved Use of Personal Vehicles**

---

The parties hereby agree to the following with respect to the approved occasional use of personal vehicles for FSW's, **PCs and FCDCs**.


Where it is in the best interest of the Agency in the provision of client service, the Agency may at its sole discretion, and with the agreement of the affected employee, require the use of the employee's vehicle for travel to a client's home, and shall pay the applicable GEMA kilometer rates for such distance traveled.


Signed this 3<sup>rd</sup> day of September 2015.

  
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Family Dynamics Inc.

  
\_\_\_\_\_  
Manitoba Government and General  
Employees' Union

  
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Family Dynamics Inc.

  
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Manitoba Government and General  
Employees' Union

  
\_\_\_\_\_  
Manitoba Government and General  
Employees' Union

**Memorandum of Agreement**

*between*

**Family Dynamics Inc.**

*and*

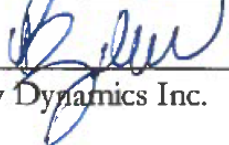
**Manitoba Government and General Employees' Union**


**Re: Rest Periods / Meal Breaks**

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- (a) Staff will be paid for rest periods/meal breaks that occur during their regular shift in recognition that they are often unable to leave children unattended and/or many client homes do not have a parent present. For staff working in resource centres, it is recognized that even though the centres may be closed during the meal break, staff are often working during this time.
- (b) Therefore, staff are required to remain in the client home or resource centre during the meal break and they will receive payment for this time. Employees are to take their meal break at a suitable time during their work day, as negotiated with their client or as is appropriate to resource centre programming.
- (c) We will also continue our practise of paid time for traveling between homes as employees may be taking their meal period during this time as per Article 13:06, Hours of Work.


Signed this 3<sup>rd</sup> day of September 2015.

  
\_\_\_\_\_  
Family Dynamics Inc.

  
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Manitoba Government and General Employees' Union

  
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Family Dynamics Inc.

  
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Manitoba Government and General Employees' Union

  
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Manitoba Government and General  
Employees' Union



## Schedule "A" Parent Coaches and Family and Community Development Coordinators

In order to provide scheduling flexibility, meet program needs and to eliminate pay variances, the Agency has agreed to pay **PCs** and **FCDCs** on a salaried basis. Other than the exceptions noted below, the main body of the agreement applies to salaried **PCs** and **FCDCs**.

### Article 13 - Hours of Work

- 13:03 Minimum shifts do not apply to **PCs** and **FCDCs**.
- 13:06 Split shifts do not apply to **PCs** and **FCDCs**.
- 13:07 "Hours of work for a full-time (1.0 equivalent full-time) employee shall average eighty (80) hours every two (2) weeks. Hours for an employee who works less than 1.0 (equivalent full time) are pro-rated.

### Article 14 - Overtime

- 14:01 Will not apply to participants.
- 14:02 Will not apply to participants.
- 14:02 (a) Any additional time worked in excess of 80 hours bi-weekly will require the pre-approval of the supervisor and will be taken as compensation time off to be taken, at a rate of time and one-half within ninety (90) days of the date the excess hours had been worked and/or at a time agreed upon between employer and employees. **Failure to agree when it is to be taken, Employer will decide when the employee will take the time back.**
- (b) Should the employee cease to work in the classification covered by this schedule, the employee shall be paid at the rate of time and one-half (1 ½ x) for all hours banked from working in excess of the average eighty (80) hours in a bi-weekly pay period.
- 14:03 Overtime rates are specified in 14:02 therefore 14:03 does not apply.

### Article 22 – Vacation

22:02 Vacation for part time salaried **PCs and FCDCs** will be prorated according to EFT multiplied by their vacation earning rate for that period. Earning rates are outlined in 22:02(e) of the main body of the agreement.

### Article 23 – Holidays

23:03 (a) Add: For purposes of this memorandum “required” means directed by the Clinical Supervisor.

23:05 Will not apply to participants.

23:05 Employees are entitled to Eligible Holiday Pay for each holiday. Eligible Holiday Pay is calculated as eight (8) hours pay, times the employee’s Equivalent Full-time staff years (Equivalent Full-time).

### Article 24 - Sick Leave

24:02 (a) Employees shall accumulate sick leave at the rate of five (5) hours per bi-weekly pay period and part-time employees accumulations shall be pro-rated based on the hours paid per bi-weekly pay period divided by eighty (80) hours to a maximum of five (5) hours.

(b) At the conclusion of the calendar year, an employee’s maximum sick leave carry over shall be eight hundred (800) hours. Part time employees maximum sick leave carry-over shall be prorated based on the hours worked in the previous calendar year divided by 2080 times 800 hours.



### Schedule C – Pay Plan (Salaried Employees)

#### Year 1 (2% Increase)

Effective October 1, 2014 to September 30, 2015

			Step 1	Step 2	Step 3	Step 4	Step 5	Step 6	Step 7	Step 8	Step 9
PC 1 / FCDC 1	Hourly Rate		15.95	16.61	17.25	17.89	18.53	19.19			
Biweekly	Gross No. of Hours	80	1,276.00	1,328.80	1,380.00	1,431.20	1,482.40	1,535.20			
Annual	Gross No. of Weeks	26.088	33,288	34,666	36,001	37,337	38,673	40,050			
PC 2 / FCDC 2	Hourly Rate		17.89	18.53	19.19	19.82	20.48	21.14	21.85	22.56	23.31
Biweekly	Gross No. of Hours	80	1,431.20	1,482.40	1,535.20	1,585.60	1,638.40	1,691.20	1,748.00	1,804.80	1,864.80
Annual	Gross No. of Weeks	26.088	37,337	38,673	40,050	41,365	42,743	44,120	45,602	47,084	48,649

#### Year 2 (2% Increase)

Effective October 1, 2015 to September 30, 2016

			Step 1	Step 2	Step 3	Step 4	Step 5	Step 6	Step 7	Step 8	Step 9
PC 1 / FCDC 1	Hourly Rate		16.27	16.94	17.60	18.25	18.90	19.57			
Biweekly	Gross No. of Hours	80	1,301.52	1,355.38	1,407.60	1,459.82	1,512.05	1,565.90			
Annual	Gross No. of Weeks	26.088	33,954	35,359	36,721	38,084	39,446	40,851			
PC 2 / FCDC 2	Hourly Rate		18.25	18.90	19.57	20.22	20.89	21.56	22.29	23.01	23.78
Biweekly	Gross No. of Hours	80	1,459.82	1,512.05	1,565.90	1,617.31	1,671.17	1,725.02	1,782.96	1,840.90	1,902.10
Annual	Gross No. of Weeks	26.088	38,084	39,446	40,851	42,192	43,597	45,002	46,514	48,025	49,622

## Year 3 (2% Increase)

Effective October 1, 2016 to September 30, 2017

			Step 1	Step 2	Step 3	Step 4	Step 5	Step 6	Step 7	Step 8	Step 9
PC 1 / FCDC 1	Hourly Rate		16.59	17.28	17.95	18.61	19.28	19.97			
Biweekly	Gross No. of Hours	80	1,327.55	1,382.48	1,435.75	1,489.02	1,542.29	1,597.22			
Annual	Gross No. of Weeks	26.088	34,633	36,066	37,456	38,846	40,235	41,668			
PC 2 / FCDC 2	Hourly Rate		18.61	19.28	19.97	20.62	21.31	21.99	22.73	23.47	24.25
Biweekly	Gross No. of Hours	80	1,489.02	1,542.29	1,597.22	1,649.66	1,704.59	1,759.52	1,818.62	1,877.71	1,940.14
Annual	Gross No. of Weeks	26.088	38,846	40,235	41,668	43,036	44,469	45,902	47,444	48,986	50,614