

# **Government Employees' Master Agreement (GEMA) 2019-2023**

## **Summary of Changes**

### **Overview**

The most recent Government Employees' Master Agreement (GEMA) expired on March 29, 2019 and, following unsuccessful bargaining, an Interest Arbitration Board was appointed to settle the terms and conditions of a renewed agreement.

The Board, which conducted its hearings in September 2021, was chaired by Michael Werier, QC; The Manitoba Government and General Employees' Union (MGEU) nominee was Tony Marques, and the Province's nominee was Rick Stevenson.

On May 18, 2022 the Interest Arbitration Board issued its award.

The Board awarded a four-year collective agreement (March 30, 2019 to March 24, 2023) with the following general wage increases:

March 30, 2019: 1.40%  
March 28, 2020: 0.50%  
March 27, 2021: 1.65%  
March 26, 2022: 2.00%

All general wage increases are retroactive and interest will be payable.

### **Implementation**

Retroactive general wage adjustments were paid on September 23, 2022. Other retroactive adjustments and the interest payable will be processed and paid after the retroactive general wage adjustments are complete.

As per Article 2:03 of the GEMA, all other additions, deletions, amendments, and/or revisions from the previous agreement, including the increases to meal allowance, standby rates and the health spending account, as well as the new processes for selection and reclassification disputes, are effective the first day of the bi-weekly pay period following the date of signing of this agreement – August, 13, 2022, unless otherwise noted.

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## **Award Highlights**

### **Special Wage Adjustments (retroactive to March 30, 2019)<sup>1</sup>**

#### **Resource Officers**

4% increase to RO3, RO4, and RO5 classifications.

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<sup>1</sup> These adjustments are in addition to the General Wage Increases provided to all employees covered by GEMA.

### Sheriffs Officers

3% increase for officers outside the North + 4% increase to Officers working in the North, paid as an adjustment to Northern Premium.

For clarity, the Northern Premium Rates for Sheriffs Officers have been revised as follows:

	Year 1	Year 2	Year 3	Year 4
	2019.03.30	2020.03.28	2021.03.27	2022.03.06
SHERIFFS OFFICER 1	1.93	1.94	1.97	2.01
SHERIFFS OFFICER 2	2.27	2.28	2.32	2.37
SHERIFFS OFFICER 3	2.55	2.56	2.60	2.65
SHERIFFS OFFICER 4	2.70	2.71	2.75	2.81

### Public Health Inspectors

6% increase in salary to Public Health Inspectors, to be paid as qualification pay, as follows:

	EO2	EO3	EO4	EO5
Effective March 30, 2019 paid bi-weekly	317.02	344.34	351.99	371.18
Effective March 28, 2020 paid bi-weekly	317.80	345.25	352.95	372.22
Effective March 27, 2021 paid bi-weekly	320.41	348.34	356.12	375.74
Effective March 26, 2022 paid bi-weekly	323.63	352.12	360.08	380.09

### MOA #8 - Health Spending Account (HSA)

Increased from \$700.00 to \$850.00 (full-time) and \$350.00 to \$425.00 (part-time), effective August 13, 2022.

### Article 61 - Standby Pay

Increased from \$20.00 per 8 hour shift to \$30.00, effective August 13, 2022.

For clarity, the increase from \$20 to \$30 per 8 hour period is to be applied to both Article 61:01 (on a regular working day) and 61:02 (on a day of rest or a paid holiday that is not a working day).

### Appendix B - Remoteness Allowance; and MOA #11 - Northern Premium

Increased retroactively as follows:

March 30, 2019: 1.40%  
March 28, 2020: 0.50%  
March 27, 2021: 1.65%  
March 26, 2022: 2.00%

### Appendix F - Meals and Miscellaneous Expenses

10% increase for all meals, effective August 13, 2022.

### **Tool Allowance (Trades, Operations and Services Component)**

Increased from \$350.00 to \$400.00, effective April 1, 2022.

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## **Other Changes for the 2019-2023 Collective Agreement**

In addition, the Province and the MGEU were able to reach agreement on many additional items that now form part of the renewed 2019-2023 GEMA, including but not limited to<sup>2</sup>:

### **Article 11 – Recruitment and Appointment**

New provisions added to include veterans preference as a consideration in selection.

### **Article 12 – Medical Fitness**

Article 12:03 was amended to include a requirement for medical practitioners to respond to requests for medical information required by the Commission.

Article 12:05 was added to clarify that the provisions of Article 12 are not for the purposes of general medical information to access sick leave provisions in accordance with Article 28.

### **Article 13 – Probation and Assessment**

In addition to the existing 6 month probationary period that continues to be required for new employees, Article 13 now also includes provisions for an assessment period of 6 months that must be completed by every existing employee who is appointed, promoted, or transferred to a position within Government.

The assessment period is not additional to the existing probationary period, but is required when an existing employee moves to a different position within the Manitoba government. The assessment period may be extended for a maximum of 6 months.

See Articles 13:08 through 13:16 for details.

**\*Note:** All letters of offer should be reviewed to ensure the appropriate probation or assessment period is referenced.

### **Article 16 – Merit Increases**

Amended with new provisions to clarify that the anniversary date for employees hired on or after the 2<sup>nd</sup> of a month, or the 1<sup>st</sup> of a month if it is a statutory holiday, will be the first of the month which follows their month of hire.

Article 16:03 was also amended to delete reference to the repealed Civil Service Act and clarify it applies to employees receiving a promotion or a transfer resulting in a pay increase equivalent to two or more merit increases.

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<sup>2</sup> Article numbers in the collective agreement may have changed from the previous 2014-2019 GEMA. Some of the Memorandums of Agreement have also been renumbered. When referencing article numbers and MOAs in your communications, please double check to ensure you are referencing the appropriate article or MOA as numbered in the 2019-2023 GEMA.

## **Article 22 – Work at Home**

Minor amendments to ensure consistency with the Flexible Work Policy, including clarification that 30 days notice is not required to terminate a work at home arrangement if the employer has just cause to terminate based on disciplinary concerns; and language providing the employer the right to attend both the employee's home and/or an alternate work location with reasonable notice.

## **Article 27 – Vacation**

Article 27:02(a) amended to clarify that where an employee is absent from work due to injuries or disabilities for which they are receiving compensation from Workers Compensation, vacation leave shall not continue to accumulate beyond 12 consecutive months from the date the absence, related to the injury or disability, commenced.

## **Article 30 – Workers Compensation**

Articles 30:01 and 30:02 were updated to reflect the agreed upon changes that were effective August 20, 2016 to clarify how employees are to be paid as though on sick leave in the event they are absent from work as a result of an injury for which a WCB claim has been filed arising from employment with the Province.

In particular, employees whose WCB claims are approved are to be re-credited with 90% of the sick leave granted while awaiting approval. If an employee's claim is not approved, 100% of the absences are to be charged to the employee's accumulated sick leave credits. There are obligations placed on the employing authority to communicate with the employee awaiting WCB approval, including advising the employee of the Article 30 provisions, providing them with the amount of accumulated sick leave credits in their sick leave bank at the time of the injury, advising the employee of the LTD Income Plan and claim procedures as well as EI sickness benefit and contact information for Service Canada.

## **Article 34 – Maternity Leave**

Article 34 was amended to reflect the reduction in the Federal Government's waiting period for Employment Insurance from 2 weeks to 1 week that came into effect January 3, 2021.

Employees who qualify for Plan A are permitted to apply up to 5 days of their accumulated sick leave against the EI waiting period and now may apply up to an additional 5 days of accumulated sick leave in the week immediately following discontinuation of EI Maternity benefits if no EI Parental benefits are received; or in the week following the discontinuation of EI Parental benefits if EI Parental benefits are commenced immediately following the discontinuation of Maternity leave.

Employees who qualify for Plan B shall now receive 93% of their weekly rate of pay during the one week EI waiting period, and shall also receive 93% of their weekly rate of pay for one week either immediately following the discontinuation of EI Maternity benefits if the employee does not receive EI Parental benefits immediately after Maternity leave; or immediately following the discontinuation of EI Parental benefits if those benefits commenced immediately following the Maternity leave.

## **Article 36 – Parental Leave**

Article 36 was amended to reflect the Federal Government's extended Employment Insurance Parental benefits options.

### **Article 49 – Grievance Procedure**

Reference to the CSC Board and associated appeal mechanisms have been deleted. Article 49:15 was also amended to clarify that, with the elimination of the CSC Board, selection grievances are now to be filed at Step 2 of the grievance procedure.

Unresolved selection grievances shall now proceed to arbitration as outlined in Article 50.

### **Article 50 – Grievance Arbitration Procedure; and Article 51 – Appeals to the Commission**

Amendments were made that deleted the ability to appeal to the CSC Board and any references to that former body. Article 51 was deleted in its entirety resulting in several articles being re-numbered.

### **Appendix “C” – Part-Time Employees**

Article 2:01 amended to also include term employees who fall within the scope of the collective agreement as outlined in Article 4:01.

### **MOA #1 – Joint Employee Assistance Program**

New language outlines that the committee is required to meet to explore opportunities and provide recommendations prior to October 31, 2021.

### **MOA #6 – Employment Equity**

New language added that the employer and union agree to establish an “Employment Equity Task Force” to discuss issues of diversity and employment equity.

### **NEW – MOA #14 – Reclassification**

The parties agreed to an MOA outlining the new process to commence and resolve all disputes pertaining to the classification of an employee’s position. The process outlined in the MOA is to be followed rather than the grievance and arbitration process set forth in the collective agreement.

With this MOA, the parties also agreed to delete the previous Article 53 – Reclassification Procedure which previously provided the ability to appeal reclassifications to the now dissolved CSC Board.

### **Staff Development**

Articles pertaining to staff or professional development within the components of GEMA have been amended to include a requirement that the employer provide 30 days’ written notice to the union before any revisions to education leave policy are implemented.

For any questions about the new agreement, including interpretations, please send an email to “AskELR” ([askELR@gov.mb.ca](mailto:askELR@gov.mb.ca)), or reach out to your Employee and Labour Relations Officer.