

# **Collective Agreement**

*between*

**Province of Manitoba**

**Department of Families**

*and*

**Manitoba Government and General Employees' Union**

**Respecting Direct Support Providers and Child Development  
Workers (Rural)**

**Locals 251, 252, 253, 254, 255, 256 and 258**

**June 1, 2017 – May 31, 2019**

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This Agreement made this 25th of April, 2019

Province of Manitoba  
Department of Families  
(hereinafter referred to as the “Employer”)

IN THE FIRST PART

and

Manitoba Government and General Employees’ Union  
(hereinafter referred to as the “Union”)

IN THE SECOND PART

Respecting Direct Support Providers and Child Development Workers (Rural)

**Article 1     Duration**

- 1:01**     This Agreement shall be effective June 1, 2017 and shall continue in full force and effect up to and including May 31, 2019. It shall remain in full 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 eighty (180) days prior to the expiry date hereof.
- 1:02**     Where notice for revision of this Agreement is given under Article 1:01, the parties shall, within twenty (20) working days following receipt of the notice commence collective bargaining. Written proposals will be exchanged during the first day the parties meet to bargain, or at such other time as mutually agreed. These time limits may be changed by mutual agreement between the parties hereto. 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.

## **Article 2     Management Rights**

- 2:01** All the functions, rights, personnel pay practices, powers and authority which the Employer has not specifically abridged, delegated or modified by this Agreement are recognized by the Union as being retained by the Employer.
- 2:02** In administering this Agreement, the Employer shall act reasonably, fairly, in good faith and in a manner consistent with the Agreement as a whole.

## **Article 3     Union Recognition**

- 3:01** The Employer recognizes the Union as the sole and exclusive bargaining agent for all employees who are employed under this Agreement.
- 3:02** It is agreed by both parties that during the term of this Agreement there shall be no strikes, lockouts, stoppage of work or slowdown and that all disputes and grievances shall be settled in accordance with the procedures set forth in Articles 25 and 26 thereof.

## **Article 4     Union Security**

- 4:01** 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 biweekly 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 biweekly pay period, following the date the employee is covered under the terms of this Agreement.
- 4:02** The Employer shall forward to the Union the amount of the dues deducted under Article 4:01 above on a biweekly basis per each applicable biweekly pay period.
- 4:03** The Employer shall provide the Union on a biweekly basis per each applicable biweekly pay period, the name of the employees from whose wages, dues have been deducted showing opposite each employee's name, the amount of dues deducted for that employee.

**4:04** The Union agrees to indemnify and save the Employer 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 Employer.

**4:05** Notwithstanding any other provision in this Agreement, the Employer shall not later than ninety (90) days preceding the expiry date of this Agreement, furnish in written form to the Union, the following:

- (a) The name of each employee;
- (b) The job title or classification of each employee; and
- (c) The current rate of pay of each employee.

#### **Article 5     Union Business**

**5:01** Leave of absence without loss of pay to attend to Union business or collective bargaining 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 Employer for approval. The Union will also provide a copy of the written request to the Director of Human Resources or designate; and
- (b) Requests for leave shall be made with reasonable advance notice but not less than ten (10) working days and shall be granted only where operational requirements permit and the needs of the client are met. 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.

- 5:02** Where a leave of absence has been granted under this Article the Union shall reimburse the Employer one hundred percent (100%) of the wages paid to such employees during the approved absences plus benefit costs according to the employee's previously scheduled hours with the time recorded as service for all benefits.
- 5:03** For time spent with Employer representatives during collective bargaining, the Union will be allowed to have no more than seven (7) employees present at each bargaining session on a leave without loss of pay basis.
- 5:04** Prior to the commencement of negotiations, the Union shall supply the Employer with a list of employee representatives for the purpose of collective bargaining. Dependent upon operational requirements requested leave for such employees shall not be unreasonably denied.
- 5:05** Subject to the mutual agreement of the parties, the total number of employees referred to in Article 5:03 may be changed provided any additional employees are on a leave without loss of pay and subject to wage recovery as provided for in Article 5:02.
- 5:06** Scheduled shifts will not be altered, rearranged or not provided, so as to release the employee from receiving wages when in negotiations. The pay received shall be the actual pay the employee would have earned had the employee worked.
- 5:07** The Union agrees to provide the Employer with a current list of Stewards and authorized representatives and to notify the Employer in writing within fourteen (14) days of any change or changes in Union representation.
- 5:08** The Employer 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. The Employer or designate shall have the right to refuse to post or remove the posting of any information.

- 5:09** The Union Representative or designate shall have up to fifteen (15) minutes of leave without pay at a time mutually agreeable with the Employer, to acquaint new employees falling within the scope of this Agreement with the Union for orientation purposes. This may occur in conjunction with the general orientation sessions as outlined in Article 10:03. The Employer shall provide advance notice to the Union of the general orientation dates and location.

### **Article 6 Rights of Stewards**

- 6:01** "Steward" means an employee elected or appointed by the Union who is authorized to represent the Union, an employee, or both.
- 6:02** The Steward and employees shall not conduct Union business during their working time or on work premises.
- 6:03** Where it is necessary for a Steward to attend a grievance hearing efforts should be made to schedule the hearing outside of the Steward's scheduled hours of work. If that is not possible then, notwithstanding Article 6:02, the Steward shall submit a request for leave without loss of pay to their Supervisor as per Article 5.

### **Article 7 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, race, creed, colour, ethnic or national origin, political or religious affiliation, sexual orientation, membership in the Union or activities in the Union.

### **Article 8 Probationary Period**

- 8:01** All new employees shall be on probation for a period of six hundred forty (640) regular hours worked and six (6) calendar months. In any event, the probationary period shall not exceed twelve (12) calendar months unless extended as per Article 8:02.

- 8:02** An employee's probation period may be extended for a maximum of three hundred twenty (320) regular hours worked or six (6) calendar months, whichever comes first. An employee's probation period under Article 8:01 plus any extension shall be considered the initial probation period.
- 8:03** 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 Executive Director or designate shall hold a hearing to discuss the grievance with the employee. The employee has the option to have a representative present. The decision at Step 2 shall be final for such grievance. The Union Staff Representative shall be notified in writing of any employee rejected on probation upon the request of the employee.
- 8:04** Subject to Article 8:03, the rejection of an employee on probation shall not be subject to arbitration.

## **Article 9 Allocation of Work**

- 9:01** The parties recognize the unique role of services of the Department of Families and the need for work to be assigned according to the individual needs of the client and the requirement for work to be distributed in a fair and efficient manner.
- 9:02** Assignments will be offered to Direct Service Workers and Child Development Workers on the basis of client need and employee skill, ability, knowledge, personal suitability, experience and availability within the context of the client's right to participate in planning services.
- 9:03** An employee who is concerned about the allocation of work shall first contact their Supervisor within two (2) weeks of the employee becoming aware of the issue causing the concern. When requested, the Supervisor shall provide an explanation regarding allocation of work within the privacy provisions governing service. The final determination on the allocation of work is the right of the Employer.

- 9:04** Notwithstanding Article 9:01, an employee who wants to work additional hours beyond their present assignment shall notify their Supervisor in writing specifying their availability and their name shall be placed on the Additional Hours List maintained by the area Supervisor.
- 9:05** Where an employee considers that the Employer has violated the terms and conditions of this Article the employee may file a grievance at Step 1.
- 9:06** The decision at Step 1 shall be final and binding for any grievances filed regarding allocation of work. Allocation of work shall not be subject to arbitration.
- 9:07** Where the Employer assigns a specific employee in order to meet the bona fide and reasonable service requirements of an individual client, Article 7:01 will not apply.
- 9:08** Where a Supervisor becomes aware of any condition at the workplace that places an employee's safety and health at risk:
- (a) The Supervisor with the employee will develop a risk management plan prior to the employee engaging in or continuing to work in that workplace; and
  - (b) The Supervisor will share information with the employee, within the context of privacy provisions governing service that relates to that risk.
- 9:09** When an employee who is granted a leave of absence in accordance with Articles 5, 6, 14, 15, 16, 17, 27 and 32, upon expiry of the leave, the Employer will endeavour to return the employee to their assignment subject to the need for work and for the work to be assigned according to the individualized needs of the clients.

## **Article 10    Hours of Work**

- 10:01** The authority for scheduling hours of work shall rest with the Employer. The Employer shall only pay for hours worked.

**10:02** Notwithstanding Article 10:01, where an employee is unable to complete their assignment due to client circumstances beyond the control of the employee, then the employee shall be paid as follows:

- (a) Where the assignment is less than three (3) hours, the employee shall be paid for the assignment at the employee's regular hourly rate; or
- (b) where the assignment is for three (3) or more hours, the employee shall be paid their regular hourly rate for the hours worked or for a minimum of three (3) hours, whichever is greater.

**10:03** Subject to Article 10:01, where authorized by the employee's Supervisor, an employee will be paid for attending general orientation, attending participant specific orientation, providing participant specific services and participant specific training as authorized in the activities outlined in the Direct Service Worker Agreement.

#### **Article 11 Availability for Work**

**11:01** There is no obligation for the Employer to offer work to an employee or for an employee to accept work that is offered.

**11:02** An employee who has not worked for a period of forty-five (45) calendar days may be terminated at the sole discretion of the Employer.

#### **Article 12 Overtime**

**12:01** A regular work assignment is up to eight (8) hours.

**12:02** An employee required to work in excess of eight (8) regular hours per day covering one (1) or more assignments shall be compensated at one and one-half times ( $1\frac{1}{2} \times$ ) their regular rate of pay for those hours worked in excess of eight (8) hours.

- 12:03** Notwithstanding Articles 12:01 and 12:02, where an employee undertakes a single assigned shift of greater than eight (8) hours and up to twenty four (24) hours the employee shall be compensated at one and one-half times ( $1\frac{1}{2} \times$ ) their regular rate of pay only for those hours worked in excess of the assigned shift or in excess of eighty (80) regular hours in a biweekly pay period.
- 12:04** Where an employee works a single assignment of twenty-four (24) to forty-eight (48) hours the employee shall be paid their regular rate of pay for all hours worked in the assignment.
- 12:05** Overtime worked in accordance with this Article shall be banked or paid out at the discretion of the Employer.

### **Article 13 General Holidays**

- 13:01** The following days are general holidays:

New Year's Day	Canada Day (July 1)
Louis Riel Day	Labour Day
Good Friday	Thanksgiving Day
Victoria Day	Christmas Day

- 13:02** An employee is eligible for holiday pay in relation to a general holiday unless:
- (a) the employee is absent on his or her first scheduled workday before or after the holiday without the employer's consent; or
  - (b) the holiday falls on a day that would normally be a workday for the employee, and the employee:
    - (i) is required or scheduled to work on the holiday; and
    - (ii) is absent on that day without the employer's consent.
- 13:03** For the purpose of Article 13:02, the Employer is deemed to have consented to the absence of an employee if the employee is absent:
- (a) on a leave to which he or she is entitled or which he or she has been given by the employer; or
  - (b) because he or she is ill.

- 13:04** An eligible employee's holiday pay is five percent (5%) of the employee's total wages, excluding overtime wages, for the four (4) week period immediately preceding the biweekly pay period which includes the holiday.
- 13:05** An employee who works on a general holiday is entitled to be paid:
- (a) for the hours worked at the overtime rate; and
  - (b) holiday pay for that day provided the employee is eligible for holiday pay.

#### **Article 14    Vacation**

- 14:01** The vacation year is April 1 to March 31 of the following year.
- 14:02** An employee is entitled to an annual vacation leave without pay of:
- (a) two (2) weeks after each of the first four (4) calendar years of employment; and
  - (b) three (3) weeks after five (5) consecutive calendar years of employment and each calendar year of employment after that year.
- 14:03** An employee who has completed four (4) calendar years or less of employment shall earn and be paid on a biweekly basis four percent (4%) of the wages that the employee earned in the applicable biweekly pay period.
- 14:04** An employee who has completed five (5) calendar years or more of service shall earn and be paid on a biweekly basis six percent (6%) of the wages that the employee earned in the applicable biweekly pay period.
- 14:05** For purposes of Article 14:03 and 14:04, "wages" does not include overtime wages, any wages paid to the employee under the Employment Standard Code as termination pay and any vacation allowance.
- 14:06** The annual vacation referred to in Article 14:02 does not include a general holiday that falls on a day during the employee's vacation and that the employee is entitled.

- 14:07** Where operational requirements permit, employees shall be eligible to request in writing and take vacation upon approval of the Employer. Such leave shall be unpaid and shall be recorded as an approved leave of absence without pay for vacation purposes.

### **Article 15 Maternity Leave**

- 15:01** A pregnant employee must have completed at least seven (7) consecutive months of employment to be eligible for maternity leave.
- 15:02** The employee must give the Employer not less than four (4) weeks written notice of the date she will start her maternity leave.
- 15:03** The employee must provide the Employer with a medical certificate from a duly qualified medical practitioner certifying that she is pregnant and specifying the estimated date of delivery.
- 15:04** An employee who qualifies is entitled to the following maternity leave without pay consisting of:
- (a) a period not exceeding seventeen (17) weeks if the date of delivery is on or before the date estimated in a medical certificate; or
  - (b) a period of seventeen (17) weeks plus an additional period equal to the time between the date of delivery specified in the certificate mentioned in Article 15:03 and the actual date of delivery, if delivery occurs after the date mentioned in the certificate.

The Employer may vary the length of maternity leave upon proper certification by the attending physician.

- 15:05** Sections of the Employment Standards Code respecting maternity leave shall apply “mutatis mutandis”.
- 15:06** During the period of maternity leave, benefits will not accrue. However, the period of maternity leave will count as service towards eligibility for vacation entitlement on a prorated basis. For calculation purposes the period of maternity leave shall not exceed seventeen (17) weeks.

### **Article 16 Parental Leave**

**16:01** In order to qualify for parental leave, an employee must:

- (a) be the natural mother of a child;
- (b) be the natural father of a child or he must assume actual care and custody of his newborn child; or
- (c) adopt a child under the law of a province.

**16:02** An employee who qualifies under Article 16:01 must:

- (a) have completed seven (7) continuous months of employment; and
- (b) submit to the Employer 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.

**16:03** An employee who qualifies in accordance with Article 16:01 and 16:02 is entitled to parental leave without pay for a continuous period of up to thirty-seven (37) weeks.

**16:04** Subject to Article 16:05, 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.

**16:05** 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 Employer.

### **Article 17 Bereavement Leave**

**17:01** An employee may request a leave of absence without pay for up to three (3) consecutive scheduled days of work in the event of a death of a member of the employee's immediate family.

- 17:02** For the purposes of granting bereavement leave, immediate family is defined as father, mother, step-parent, brother, sister, spouse, child, grand-child, grand-parent, aunt, uncle or ward of the employee, or relative permanently residing in the employee's household or with whom the employee permanently resides.
- 17:03** An employee may request a leave of absence without pay for one (1) scheduled day of work to attend a funeral as a pallbearer.

### **Article 18 Employee Files**

- 18:01** Upon the written request to the Employer, the personnel file shall be made available for the employee's full examination. Such examination shall be in the presence of a representative of the Employer. The employee has the option to have a representative present.
- 18:02** An employee may request a copy of specific documents on the employee's personnel file. This provision shall not be unreasonably requested or denied.

### **Article 19 Wages and Classifications**

Salary schedules are attached as Appendix A.

- 19:01** When an employee receives a new assignment the employee will be appointed to the first pay rate of the classification set out for an assignment unless they have received a merit increment in that classification.

### **Article 20 Merit Increase**

- 20:01** A merit increase may be granted in recognition of satisfactory performance on the employee's anniversary date.
- 20:02** An employee will have an anniversary date for each classification that they work.
- 20:03** The anniversary date for each classification will be established as the first of the month which follows the date on which the employee is appointed into the pay grid for that classification.

- 20:04** Where the pay range for an employee's classification permits, an employee shall be eligible for a merit increase in that classification twelve (12) months from the employee's anniversary date for that classification provided the employee has accumulated nine hundred sixty (960) regular hours of work in that classification during that twelve (12) month period.
- 20:05** Accumulation of hours worked towards a merit increase will commence from the anniversary date.
- 20:06** When an employee receives a merit increase in a classification, the accumulation of the next nine hundred sixty (960) regular hours towards a merit increase begins at zero (0) from the anniversary date or the first of the month following the date on which the employee received the merit increase.
- 20:07** An employee who works nine hundred sixty (960) regular hours in each of one (1) or more classifications in twelve (12) months will be eligible for a merit increase in each classification that the employee accumulated nine hundred sixty (960) regular hours.
- 20:08** The effective date for an employee's merit increase shall be the first day of the biweekly pay period which includes the employee's anniversary date.
- 20:09** If an employee has not accumulated nine hundred sixty (960) regular hours during the twelve (12) month period and as a result has not received a merit increase, the employee is eligible for a merit increase on the first day of the biweekly period in which the employee accumulates nine hundred sixty (960) hours. The employee's anniversary date would then change to the first of the month which follows the date of the merit increase.
- 20:10** Where a merit increase is not granted to an employee on the employee's anniversary date:
- (a) the employee shall be provided in writing with the reasons the merit increase was denied; and
  - (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 merit increase shall be the first of day of the biweekly pay period which includes the subsequent monthly anniversary date referred to; and

- (c) 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 Article 20:10(b).

### **Article 21    Remoteness Allowance**

- 21:01**    Remoteness allowances shall be paid to employees subject to the eligibility criteria and conditions outlined in this Article.
- 21:02**    A notarized eligibility claim, in a standard format to be determined by the Employer in accordance with the provisions of this Article for the payment of dependant or single rate of allowances, shall be submitted to the Employer when first requesting the allowance, and renewed not less frequently than annually thereafter, normally prior to the fiscal year or where any change in dependants claimed arises.
- 21:03**    Single or dependant allowance: subject to Article 21:05, 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 allowance will be subject to Articles 21:04 and 21:05 and to the following criteria and conditions:

The employee shall be supporting one (1) or more dependants where a dependant includes:

- (a)    marital partner living with and dependant 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; or

- (d) an unmarried child of any age if physically incapable or mentally disabled, provided such a child is dependent on the employee for support.

**21:04** 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 rate.

**21:05** Where both marital partners are employees of the Government of Manitoba in any department, board, agency or commission to which this Agreement, the Government Employees' Master Agreement (GEMA) or the Civil Service Regulations covering remoteness allowances apply, but subject to Article 21:06, the dependant rate shall be paid to one (1) partner only and the other partner will not receive either the dependant or single rate of remoteness allowance.

**21:06** Where both marital partners are employees of the Government of Manitoba in any department, board, agency or commission to which this Agreement, the Government Employees' Master Agreement (GEMA) or the Civil Service Regulations covering remoteness allowances apply, the dependant rate will be paid to the regular employee, if the other partner is temporary or departmental, or the first employee to be hired on a regular basis, otherwise to the first employee hired. Where specially requested by both employees in writing, the dependant rate may be divided and equal amounts (to the nearest cent) paid to each employee.

**21:07** **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 Supervisor. 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.

**21:08 Hourly Rated Allowance**

Remoteness allowances are to be determined separately from hourly wage rates. Remoteness allowances will be prorated based on the number of hours an employee works in a biweekly period with eighty (80) hours representing one hundred per cent (100 %) of a biweekly period.

**21:09 Limitations**

The remoteness allowances for the various communities, for single or dependants as indicated, represent a maximum bi weekly allowance relative to paid employment. They are payable during paid holidays taken during continued employment. They are not payable during periods of absence without pay. They are not included as part of regular earnings.

**21:10 Rates**

The biweekly remoteness allowances relative to each location at single and dependant rates are attached.

**21:11 Geographic Eligibility**

No location will be included for remoteness allowance that is two hundred 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.

### Biweekly Remoteness Allowance

	<b>Year 1 Effective 2017-06-01</b>	<b>Year 2 Effective 2018-06-01</b>	<b>Year 3 Effective 2019-06-01</b>
Berens River			
Dependent	287.82	290.70	293.61
Single	165.01	166.66	168.33
Bissett			
Dependent	190.95	192.86	194.79
Single	112.89	114.02	115.16
Bloodvein River			
Dependent	292.13	295.05	298.00
Single	167.80	169.48	171.17
Brochet			
Dependent	343.81	347.25	350.72
Single	197.98	199.96	201.96
Churchill			
Dependent	277.95	280.73	283.54
Single	168.64	170.33	172.03
Cormorant			
Dependent	162.28	163.90	165.54
Single	103.48	104.51	105.56
Cranberry Portage			
Dependent	139.05	140.44	141.84
Single	87.61	88.49	89.37
Crane River			
Dependent	171.29	173.00	174.73
Single	124.46	125.70	126.96
Cross Lake			
Dependent	309.48	312.57	315.70
Single	178.90	180.69	182.50

	Year 1 Effective 2017-06-01	Year 2 Effective 2018-06-01	Year 3 Effective 2019-05-01
Dauphin River (Anama Bay)			
Dependent	191.98	193.90	195.84
Single	136.23	137.59	138.97
Easterville			
Dependent	141.96	143.38	144.81
Single	89.62	90.52	91.43
Flin Flon			
Dependent	120.32	121.52	122.74
Single	74.85	75.60	76.36
Gillam			
Dependent	247.25	249.72	252.22
Single	149.59	151.09	152.60
God's Lake Narrows			
Dependent	341.03	344.44	347.88
Single	196.05	198.01	199.99
God's River			
Dependent	345.46	348.91	352.40
Single	199.07	201.06	203.07
Grand Rapids			
Dependent	138.02	139.40	140.79
Single	85.33	86.18	87.04
Ilford			
Dependent	369.40	373.09	376.82
Single	211.44	213.55	215.69
Island Lake/Garden Hill			
Dependent	317.71	320.89	324.10
Single	181.49	183.30	185.13

	<b>Year 1 Effective 2017-06-01</b>	<b>Year 2 Effective 2018-06-01</b>	<b>Year 3 Effective 2019-06-01</b>
Jen Peg			
Dependent	225.64	227.90	230.18
Single	134.87	136.22	137.58
Lac Brochet			
Dependent	374.68	378.43	382.21
Single	214.95	217.10	219.27
Leaf Rapids			
Dependent	190.85	192.76	194.69
Single	118.47	119.65	120.85
Little Grand Rapids			
Dependent	306.21	309.27	312.36
Single	173.64	175.38	177.13
Lynn Lake			
Dependent	197.10	199.07	201.06
Single	119.32	120.51	121.72
Manigotagan			
Dependent	190.95	192.86	194.79
Single	112.89	114.02	115.16
Matheson Island			
Dependent	194.66	196.61	198.58
Single	138.04	139.42	140.81
Moose Lake			
Dependent	206.10	208.16	210.24
Single	127.43	128.70	129.99
Negginan/Poplar Point			
Dependent	292.64	295.57	298.53
Single	168.30	169.98	171.68
Nelson House			
Dependent	210.72	212.83	214.96
Single	128.67	129.96	131.26

	<b>Year 1 Effective 2017-06-01</b>	<b>Year 2 Effective 2018-06-01</b>	<b>Year 3 Effective 2019-06-01</b>
Norway House			
Dependent	275.27	278.02	280.80
Single	157.41	158.98	160.57
Oxford House			
Dependent	334.51	337.86	341.24
Single	191.37	193.28	195.21
Pikwitonie			
Dependent	269.87	272.57	275.30
Single	161.65	163.27	164.90
Pukatawagan			
Dependent	222.39	224.61	226.86
Single	136.60	137.97	139.35
Red Sucker Lake			
Dependent	339.24	342.63	346.06
Single	194.59	196.54	198.51
St. Therese Point			
Dependent	317.71	320.89	324.10
Single	181.49	183.30	185.13
Shamattawa			
Dependent	363.06	366.69	370.36
Single	210.81	212.92	215.05
Sherridon			
Dependent	219.77	221.97	224.19
Single	134.80	136.15	137.51
Snow Lake			
Dependent	165.10	166.75	168.42
Single	102.63	103.66	104.70
Southern Indian Lake			
Dependent	349.72	353.22	356.75
Single	201.71	203.73	205.77

	<b>Year 1 Effective 2017-06-01</b>	<b>Year 2 Effective 2018-06-01</b>	<b>Year 3 Effective 2019-06-01</b>
Split Lake			
Dependent	363.83	367.47	371.14
Single	207.67	209.75	211.85
Tadoules Lake			
Dependent	380.42	384.22	388.06
Single	218.97	221.16	223.37
The Pas			
Dependent	112.91	114.04	115.18
Single	69.01	69.70	70.40
Thicket Portage			
Dependent	269.29	271.98	274.70
Single	161.23	162.84	166.47
Thompson			
Dependent	179.76	181.56	183.38
Single	126.31	127.57	128.85
Wabowden			
Dependent	230.72	233.03	235.36
Single	157.45	159.02	160.61
Waterhen			
Dependent	142.55	143.98	145.42
Single	89.16	90.05	90.95
York Landing			
Dependent	366.99	370.66	374.37
Single	213.75	215.89	218.05

## **Article 22 Travel Policy**

**22:01** Where eligible and authorized as part of a work assignment and where the employee uses a privately owned vehicle, the Employer shall reimburse the employee for distance travelled:

- (a) greater than eight (8) kilometers from the employee's residence to the first work assignment of the day;
- (b) greater than eight (8) kilometers from the last work assignment of the day to the employee's residence;
- (c) the shortest route between consecutive and contiguous work assignments in a day.

**22:02** For employees who work in a region other than the region in which they reside, the paid distance to the first work assignment shall begin eight (8) kilometers inside the assignment region and end at the assignment location. The paid distance from the last work assignment will begin eight (8) kilometers from the assignment location and end at the assignment region boundary.

**22:03** Subject to Article 22:01 the distance rate will be reimbursed in accordance with the rates in the Government Employees Master Agreement.

## **Article 23 Resignations**

**23:01** Employees wishing to resign shall provide the Employer with a written notice of resignation which shall specify the last day upon which an employee will be available for work.

**23:02** 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.

**23:03** Employees shall give written notice of resignation at least two (2) weeks prior to the date on which the resignation is to be effective unless they have been employed one (1) year or less hereby one (1) weeks' notice is sufficient.

- 23:04** Where an employee is absent without leave for five (5) consecutive scheduled shifts, the employee shall be considered to have abandoned the employee's position and shall be deemed to have resigned without notice on the last day of which the employee was present at work and performed the employee's regular duties.
- 23:05** Employees are required to return all materials, equipment, keys, etc. belonging to the Employer at or prior to the date of resignation or termination.

#### **Article 24 Disciplinary Action**

- 24:01** Each employee shall observe standards of behaviour consistent with the employee's function as an employee of the Department and in compliance with the terms of this Agreement.
- 24:02** An employee shall only be disciplined for "just cause".
- 24:03** Where the Employer schedules an investigatory meeting regarding an employee's conduct, the Employer shall advise the employee that his or her conduct is the subject of the investigation. The employee will be provided with reasonable notice of the meeting and advised of his or her right to have a Union representative attend the meeting. It is the employee's responsibility to arrange attendance by a representative of the Union.
- 24:04** Where a meeting is scheduled by the Employer to impose disciplinary action, the employee shall be advised that the meeting is a disciplinary meeting and shall be provided with reasonable notice of the meeting. The employee shall be advised that he/she has the right to have a Union representative at the meeting. It is the employee's responsibility to arrange attendance by a representative of the Union.

- 24:05** Where the Employer issues disciplinary action in writing, the Employer shall normally meet with the employee to communicate the areas of concern and the remedial action expected. Where the written disciplinary action is provided to the employee in a meeting, the employee shall sign a copy of the document only to confirm receipt of the disciplinary action. All disciplinary actions which are confirmed in writing shall be placed on the employee's file. A copy of the disciplinary action shall also be provided to the employee, and to the Union Staff Representative at the employee's request.
- 24:06** An employee may grieve disciplinary action in accordance with the grievance procedures.
- 24:07** No notice or pay in lieu thereof is required where an employee is dismissed in accordance with this Article.
- 24:08** Where an employee is subject to an investigation that may bring discredit to or negatively impact the reputation of the Employer, such that it would be inappropriate to keep them in the workplace while under investigation, then the Employer may place such an employee "on hold". While "on hold", an individual will not be assigned any additional shifts and any previously scheduled shifts will be cancelled.
- 24:09** Where the complaint that led to the investigation is unsubstantiated, the employee who was placed "on hold" shall be reimbursed for the time they would have regularly worked, while "on hold".
- 24:10** All employees under investigation by the Employer shall be treated in a fair and respectful manner throughout the process. Investigations shall be timely and the employee under investigation shall be apprised of the status of the investigation on a regular basis.

## **Article 25    Grievance Procedures**

- 25:01** 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.

**25:02** 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 representative present at such a discussion.

**25:03** A “grievance” is defined as a complaint in writing concerning:

- (a) the application, interpretation, or alleged violation of an Article of this Agreement 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.

**25:04** Notwithstanding Article 25:03, any 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 and not subject to arbitration.

**25:05** An employee has the right to representation by a Union representative at any step of the grievance procedure.

**25:06** **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 Regional Director or Community Area Director;
- (b) The Regional Director or designate shall sign for receipt of the grievance and if the nature of the grievance is such that the Regional Director or Community Area Director is authorized to deal with it, the Regional Director or Community Area Director shall issue a decision in writing to the employee and to the Union within fifteen (15) working days;

- (c) If the nature of the grievance is such that a decision cannot be given below a particular level of authority, the Regional Director or Community Area Director shall forward the grievance to the appropriate authority and so inform the employee and the Union.

### **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 Executive Director or designate within fifteen (15) working days of the receipt of the decision at Step 1;
- (b) The Executive Director 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) The Executive Director or designate may hold a hearing to discuss the grievance with the employee and the employee's Union representative before giving a decision on the grievance.

### **Step 3**

- (a) A decision of the Executive Director or designate may be submitted to arbitration depending upon the nature of the grievance and providing the category of the grievance is such as is defined in Article 25:03. The decision of the Arbitration Board shall be final and binding for all such grievances. Union approval is required to submit any grievance to arbitration.

**25:07** This Article is limited to grievances related to events that occurred on or after the date of signing of this Agreement.

**25:08** Subject to Article 8:03, the rejection of an employee on probation shall not be subject to arbitration.

**25:09** Subject to Article 9:06, allocation of work shall not be subject to arbitration.

## **Article 26    Grievance Arbitration Procedures**

**26:01**    When a party desires that a grievance be submitted to arbitration, that party shall notify the other party in writing within twenty (20) working days of the decision handed down at Step 2 that they desire to go to arbitration. Where the party initiating the arbitration proceedings wishes to request arbitration by a single arbitrator, the notice referred to above shall so state:

- (a)    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;
- (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 of receiving the notice, the party initiating the arbitration proceedings shall notify the other party in writing of their appointee to the Arbitration Board. The other party shall, within ten (10) working days of the receipt of the notice, provide written notice of their appointee. The members of the Arbitration Board shall, within ten (10) working days of the appointment of the second of them, appoint a third member who shall be the Chairperson.
- (c)    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.

**26:02**    Any of the time limits referred to above may be extended by mutual agreement of the parties.

**26:03**    The Arbitrator shall not have the power to add to, subtract from or modify or alter in any way the provisions of this Agreement or any signed Memorandum of Agreement between the parties.

**Article 27 Sick Leave**

- 27:01** An employee may be granted sick leave without pay by the Employer where the employee is unable to be at work and perform the employee's duties as a result of illness or injury.
- 27:02** Where an employee is to be absent because of illness or injury, the employee shall endeavour to notify the employee's immediate Supervisor as soon as possible but at least one (1) hour prior to the scheduled shift.

**Article 28 Medical Fitness**

- 28:01** An employee may be required by the Employer to have a medical examination, either physical or psychiatric, from a duly qualified medical practitioner acceptable to or appointed by the Employer.
- 28:02** The Employer shall pay the cost of the medical examination if Manitoba Health does not cover the cost.

**Article 29 Safety and Health**

- 29:01** The Employer and the Union recognize that safety, accident prevention and preservation of health are of primary importance in all of the Department of Families operations and that these activities require the combined efforts of the Employer, employees and the Union.
- (a) The Employer shall ensure so far as is reasonably practicable the safety, health and welfare at work of all the employees; and
  - (b) Every employee shall take all reasonable precautions and follow all reasonable safety rules, practices and procedures in order to protect the employees' safety and health and safety and health of any other persons who may be affected by the employees' acts or omissions at work.
- 29:02** The Employer will provide its employees with safe working conditions, equipment and materials and will ensure that all reasonable precautions are taken.

- 29:03** The Union will make every effort to obtain the co-operation of each employee within the bargaining unit in the observation of all reasonable safety rules, practices and procedures.
- 29:04** The parties recognize the importance of establishing a Workplace Safety and Health Committee to enhance the ability of employees and the Employer to resolve safety and health concerns.
- 29:05** The Workplace Safety and Health Committee shall be made up of not less than a total of four (4) persons of whom at least one-half (1/2) shall be employees and normally they shall meet not less than once in each calendar quarter. The Employer will distribute minutes of Committee meetings to members of the Committee.
- 29:06** The objectives of the Workplace Safety and Health Committee includes:
- (a) assisting employees to identify, record, examine, evaluate and resolve safety and health concerns in the workplace;
  - (b) developing protocol procedures and conditions to help achieve safety and health in the workplace; and
  - (c) promoting education and training programs to develop detailed knowledge of safety and health concerns and responsibilities in each individual workplace.
- 29:07** Where an employee has reason to believe, and does believe, that a condition exists that places the employee's safety and health at risk, the employee shall report that condition to the employee's Supervisor.
- 29:08** An employee may refuse to perform work at a workplace where he has reasonable grounds to believe and does believe that the particular work is dangerous to the employee's safety or health, or the safety and health of another employee or any other person.
- 29:09** Where the employee refuses to work because the employee believes that the condition is a risk:

- (a) the safety of the client shall not be jeopardized;
- (b) the employee must be available to perform other work assignments.

**29:10** In accordance with the stated objectives found in Article 29:06, the Employer shall allow each member of the Workplace Safety and Health Committee to take educational leave for a period of two (2) normal working days to a maximum of sixteen (16) hours each year without loss of pay or other benefits for the purposes of attending workplace safety and health training seminars, provided by the Union or others as approved by the Workplace Safety and Health Committee.

### **Article 30 Sexual Harassment**

**30:01** 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.

**30:02** 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 Executive Director. Where that is not possible, the complaint may be forwarded to the Human Resources Director. The complaint shall be marked "Personal and Confidential."

**30:03** The Executive Director or designate will endeavour to resolve the matter in an expeditious and confidential manner.

**30:04** The alleged offender shall be entitled to notice of the complaint and shall be given the opportunity to respond to the complaint.

**30:05** The Executive Director or designate, after investigating the complaint, shall have the authority to:

- (a) dismiss the complaint;
- (b) determine the appropriate discipline; and/or
- (c) take any action which in the Executive Director's or designates opinion may be necessary.

**30:06** Where the Executive Director or designate determines that a complaint has been made for frivolous, or vindictive reasons, the Executive Director or designate shall have the authority to:

- (a) take disciplinary action against the complainant; and/or
- (b) take any action against the complainant which in the Executive Director's or designates opinion, may be necessary.

### **Article 31 Civil Liability**

**31:01** If an action or proceeding is brought against any employee covered by this Agreement for an alleged tort committed by such employee in the performance of their duties, then:

- (a) the employee, upon being served with any legal process, or upon receipt of any action or proceeding as herein before referred to, being commenced against the employee shall advise the Employer of any such notification or legal process;
- (b) the Employer shall pay any damages or costs awarded against any such employee in any such action or proceeding and all legal fees; and/or
- (c) the Employer 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 Employer 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 Employer in accordance with Article 31:01(a), the Employer 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 Employer shall unilaterally appoint counsel. The Employer accepts full responsibility for the conduct of the action and the employee agrees to co-operate fully with appointed counsel.

**Article 32 Labour/Management Committee**

- 32:01** A joint consultation Labour/Management Committee will be established. The Labour/Management Committee shall consist of an equal number of representatives but no more than three (3) representatives of the Employer and three (3) representatives of the Union. The Labour/Management Committee shall develop terms of reference regarding the operation of the Committee and meet at the request of either party for the purpose of discussing matters of mutual concern, and which either party considers appropriate for discussion by the Labour/Management Committee.
- 32:02** The Labour/Management Committee may make recommendations to the Union and the Employer 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 this Agreement. The Labour/Management Committee does not have the power to bind either the Union or its members or the Employer to its decisions or conclusions.
- 32:03** Labour/Management Committee representatives shall be paid to attend Committee meetings and to attend to Committee mandated business as preapproved by management.

**Article 33 Court Leave**

- 33:01** An employee who is summoned for jury duty or who receives a summons or subpoena to appear as a witness in a court proceeding shall be granted a leave of absence without pay for the required period.

**Article 34 Workers Compensation**

- 34:01** Where an employee is injured on the job and is required to leave for medical treatment and/or is sent home by the Employer due to the injury, the employee shall incur no loss in regular pay for the day on which the accident occurs.

- 34:02 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 Employer if not covered by a medical plan.

IN WITNESS WHEREOF, a Representative of the Province of Manitoba, Department of Families, set their hand for and on behalf of the Province of Manitoba, and a Staff Representative of the Manitoba Government and General Employees' Union, has hereunto set their hand for and on behalf of the Manitoba Government and General Employees' Union.

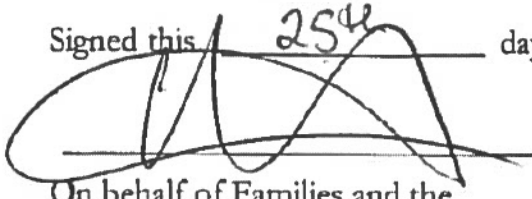
Signed this

25<sup>th</sup>

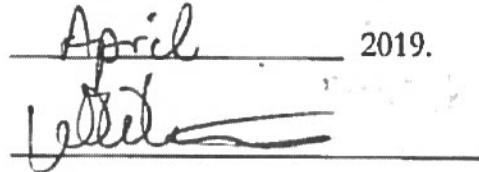
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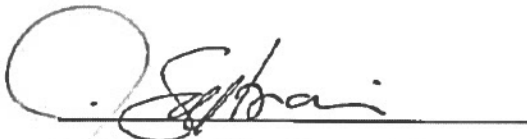
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On behalf of Families and the  
Province of Manitoba



On behalf of Manitoba Government  
and General Employees' Union



On behalf of Families and the  
Province of Manitoba

On behalf of Manitoba Government  
and General Employees' Union


**Memorandum of Agreement No. 1****Re: Prorating Factor**

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Where the term "prorating factor" is used in this Collective Agreement, it shall be calculated as follows:

Regular hours paid in the preceding two (2) full biweekly pay periods  
160

Signed this 25<sup>th</sup> day of April 2019.



On behalf of Families and the  
Province of Manitoba



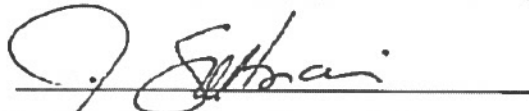
On behalf of Manitoba Government  
and General Employees' Union

**Memorandum of Agreement No. 2****Re: Allocation of Work**

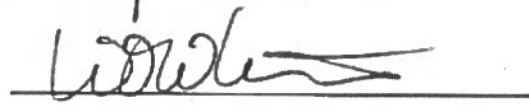
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In determining the distribution and assignment of work, it is at the Employer's sole discretion to determine what consideration, if any, the Employer gives to the distance an employee would be required to travel from their residence to the assignment location and the associated expense.

Signed this 25<sup>th</sup> day of April 2019.



On behalf of Families and the  
Province of Manitoba



On behalf of Manitoba Government  
and General Employees' Union

### Memorandum of Agreement No. 3

**Re: Regular Assignment of Minimum Biweekly Hours**

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The purpose of this Memorandum is to facilitate the introduction and implementation of a number of positions within the bargaining unit that will have a minimum assignment of hours on a biweekly basis.

The parties, therefore, agree as follows:

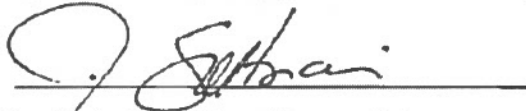
1. This Memorandum is effective from the first day of the biweekly pay period following the date of signing of the Agreement and will continue in effect until its expiry.)
2. Upon this Memorandum coming into effect, the Employer will introduce positions with a minimum number of assigned hours by geographic area. The number, location and classification of the positions as well as the minimum number of hours assigned to each position will be at the sole discretion of the Employer.
3. Employees in these positions shall be regularly assigned biweekly hours (40-60 or 60-80).
4. For scheduling purposes, employees in these positions are required to be available any time during the fourteen (14) day biweekly period and cannot refuse assignments within the designated range of hours, except under the circumstances outlined in paragraph 6 of this Memorandum.
5. Where an employee with a range of 40 to 60 hours biweekly wants to work additional hours beyond 60 hours biweekly, the employee may notify their Supervisor in accordance with Article 9:04 of the Agreement. The offer and acceptance of hours beyond 60 hours biweekly would be governed by Article 11:01 of the Agreement.
6. Where an employee is unable to commence an assignment due to client circumstances beyond the control of the employee and this results in the

employee's hours falling below the biweekly minimum, the Employer will make reasonable efforts to provide another assignment(s) to meet the biweekly minimum. If the Employer is not able to provide another assignment(s) by the end of the biweekly pay period, the Employer will pay the employee as though the employee had worked the biweekly minimum number of hours. If the Employer provides another assignment(s) and the employee refuses the assignment(s), the employee will only be paid for hours worked during the biweekly period.

7. Each position created pursuant to this Memorandum shall have a headquarters assigned by the Employer for the purposes of calculating mileage. Transportation between the employee's residence and headquarters may not be claimed.
8. The Employer will reimburse the employee for distance travelled:
  - (a) Between headquarters and the assignment; or
  - (b) Where the employee travels from their residence to the assignment, the distance travelled between headquarters and the assignment or the distance travelled between the employee's residence and the assignment, whichever is lesser; and
  - (c) The shortest route between consecutive and contiguous work assignments in a day.
9. Postings will indicate the location of the position.
10. The selection of employees for these positions will be based on client need and employee skill, ability, knowledge, personal suitability, experience and availability.
11. Successful candidates will be subject to Article 8 – Probationary Period. Successful internal candidates may have up to three hundred (300) regular paid hours worked recognized toward fulfilling the probationary period. Where an internal candidate has been rejected during probation, upon such rejection, the employee will revert to casual status and work will be allocated as per the Collective Agreement.

12. All other provisions of the Collective Agreement between the parties shall apply without change.
13. The parties may meet prior to the expiration of this memorandum to discuss changes.

Signed this 25<sup>th</sup> day of April 2019.



On behalf of Families and the  
Province of Manitoba



On behalf of Manitoba Government  
and General Employees' Union

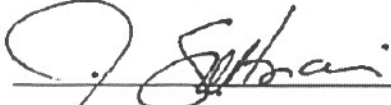
## Memorandum of Agreement No. 4

### Re: Health Spending Account (HSA)

The parties agree to the provision of a Health Spending Account for employees within the following parameters:

- The Health Spending Account shall apply to employees covered by MOA #3 regarding Regular Assignment of Minimum Biweekly Hours, who are on staff as of January 1 of each year.
- The HSA shall become applicable to claims for allowable expenses (as determined by the account plan) incurred commencing January of each year.
- Applicable to employees covered by MOA #3 regarding Regular Assignment of Minimum Biweekly Hours, who are on staff as of January 1 of each year, maximum claims shall be two hundred and fifty dollars (\$250.00)/year per 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. an employee had \$300 in claims in the first year. The employee can claim the \$250 and carry forward the additional \$50 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.

Signed this 25<sup>th</sup> day of April 2019.



On behalf of Families and the  
Province of Manitoba



On behalf of Manitoba Government  
and General Employees' Union

## Appendix A - Salary Schedule

Begin	End	Class						
2017/06/01	2018/05/31	CDW	22.92	23.72	24.51	25.40	26.29	27.24
2018/06/01	2019/05/31	CDW	23.15	23.96	24.76	25.65	26.55	27.51
2017/06/01	2017/09/30	DS2	11.09	11.09	11.09			
2017/10/01	2018/05/31	DS2	11.15	11.15	11.15			
2018/06/01	2018/09/30	DS2	11.26	11.26	11.26			
2018/10/01	2019/05/31	DS2	11.35	11.35	11.35			
2017/06/01	2018/05/31	DS3	12.95	13.54	14.18			
2018/06/01	2019/05/31	DS3	13.08	13.68	14.32			
2017/06/01	2018/05/31	DS4	16.24	16.92	17.54			
2018/06/01	2019/05/31	DS4	16.40	17.09	17.72			
2017/06/01	2018/05/31	DS5	20.48	21.32	22.15			
2018/06/01	2019/05/31	DS5	20.68	21.53	22.37			

*J. Elton* April 30, 2019.