

Collective Agreement

between

Southeast Child and Family Services Committee Inc.

and

Manitoba Government and General Employees' Union

Local 395

April 1, 2018 to March 31, 2022

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*All changes appear in **bold**.

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*All changes appear **in bold**

This Agreement made this 25th day of May, 2023.

between

Southeast Child and Family Services Committee 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.

Preamble

Southeast Child and Family Services Committee Inc., is a mandated Child Welfare Agency in Manitoba responsible to provide a full range of child protection and family support services to the children and families of the First Nations within the Southeast Region of Manitoba. These services are to be provided in a culturally sensitive and respectful manner that protects children while respecting the child’s family and community of origin.

The purpose of the Agreement is to maintain harmonious relationships between the Employer and members of the Union, to recognize the value of joint discussion and negotiation in matters related to compensation, pay ranges and working conditions and to provide an amicable method of settling any differences or grievances with respect to matters covered by this Agreement.

The Employer and the Union mutually agree as follows:

Article 1 Interpretation

In this Agreement, unless the context otherwise requires, the expressions listed have the following meanings:

1:01 “Accumulated Service” means the equivalent length of service acquired by the Employee in accordance with the following:

- (a) Accumulated Service is calculated based on all hours for which an Employee has received regular pay. This includes regular hours worked and approved leaves of absence from Southeast Child and Family Services Committee Inc. where regular pay is maintained.
- (b) Accumulated Service does not include overtime hours or any leaves of absence without pay or with partial pay including, but not limited to, suspensions without pay, worker’s compensation and other leave situations.
- (c) Accumulated Service must be continuous service.
- (d) One (1) year of Accumulated Service for Full Time Employees working seven (7) hours per day classifications equals 1,820 hours of accumulated service.
- (e) An Employee can only receive a maximum of one (1) year of accumulated service in any twelve (12) month period.

1:02 “Agreement” means this Agreement which may be referred to as the Southeast Child and Family Services Committee Inc. Agreement.

1:03 “Authorized Overtime” shall mean:

- (a) Overtime authorized in advance coordinated through the Employee’s supervisor and approval secured in writing from his or her manager, or
- (b) Incurred in the event of a child protection emergency in which case the Employee will immediately notify his or her immediate supervisor.
- (c) **Overtime will not be authorized for employees to attend a function or event outside of the employee’s regular work day and/or work week unless the process in (a) above is followed and, in considering the request for overtime to e authorized, the employee’s supervisor and manager are satisfied that the**

employee's work day and/or work week schedule cannot be modified in a manner that would allow the employee to attend the function or event without the necessity of working overtime hours..

Where the term "overtime" is used in this Agreement it shall mean "Authorized Overtime".

- 1:04** "Calendar Service" means the length of continuous service from the Employee's most recent date of hire to the present. Periods of layoff, while not affecting the continuity of service, are not included in the calculation of Calendar Service.
- 1:05** "Casual Employees" are hired as temporary replacements for regular permanent Employees or to assist Southeast Child and Family Services Committee Inc. when additional staffing is required. Casual Employees are not entitled to benefits.
- 1:06** "Class" or "Class of Position" means a group of Positions involving duties and responsibilities so similar that the same or like qualifications may reasonably be required for, and the same schedule or grade of pay can be reasonably applied to all Positions in the group.
- 1:07** "Continuous Service" means consecutive and contiguous days, weeks, months and/or years of employment with Southeast Child and Family Services Committee Inc. where there has been no break in service involving termination of the Employee.
- 1:08** "Dismissal" means the removal for disciplinary reasons from a Position of employment for just cause.
- 1:09** "Employee" means a person employed in a Position in the bargaining unit.
- 1:10** "Employer" means the Southeast Child and Family Service Committee Inc. and is herein referred to as the Employer or Southeast Child and Family Services.

- 1:11** “Full Time Employee” means an Employee who is regularly scheduled to work thirty-five (35) hours per week and is hired for an indefinite period of time.
- 1:12** “Grade of Pay”, “Pay Range” or “Pay Grade” means a series of rates of remuneration for a class that provides for a minimum rate, a maximum rate and such intermediate rates if any as may be considered necessary to permit periodic increases in remuneration and as set out in the respective salary scale.
- 1:13** “Immediate Family Member” means:
- The Employee’s spouse or common-law partner, **or same-sex partner**
 - The Employee’s father, mother, spouse’s **or partner’s** father or mother;
 - The Employee’s siblings,
 - The Employee’s children, step-children, **foster children**
 - The Employee’s grandchildren, step-grandchildren,
 - The Employee’s grandparents,
 - Any relative who resides permanently with the Employee.
- 1:14** “Increment” means the amount per annum provided as a rate of increase in the applicable salary payable to any eligible Employee, which unless the context of the relevant approved pay range otherwise clearly indicates, may be granted on the applicable anniversary date.
- 1:15** “Layoff” means to temporarily remove from a Position of employment subject to the Employee retaining such rights as set out under this Agreement.
- 1:16** “Merit Increase” means an increase in the level of pay of an Employee within the Employee’s classification and is granted in recognition of satisfactory service.
- 1:17** “Part-Time Employee” means an Employee who works less than full-time and is hired for an indefinite time period.

- 1:18** “Position” means a position of employment with Southeast Child and Family Services covered by the scope of this Agreement.
- 1:19** “Promotion” means a change of employment from one (1) position to another having a higher maximum salary covered by the scope of this Agreement.
- 1:20** “Regular Employee” means an Employee who carries out and occupies a continuing function in a program and who has all the rights and privileges of permanent status.
- 1:21** “Regular Office Hours” means from 8:30 a.m. to 4:30 p.m., Monday to Friday.
- 1:22** “Seniority” means the length of service with Southeast Child and Family Services as set out in Article 46, provided such service has not been broken by termination of the Employee.
- 1:23** “Steward” means an Employee elected or appointed by the Union who is authorized to represent the Union, an Employee or both.
- 1:24** “Term Employee” means an Employee hired for a specific term. The length of the term of employment may be based on a specific period of time or the completion of a specific job.
- 1:25** “Transfer” means the removal of an Employee from a Position in a class and appointing the Employee to another Position in the same class or to another Position in a different class having the same maximum rate of pay.
- 1:26** “Union” means the Manitoba Government and General Employee’s Union.
- 1:27** Wherever the singular and the masculine are used in the Agreement, the same shall be construed as meaning the plural or the feminine or the neuter where the context so admits or requires and the converse shall hold as applicable.

Article 2 Duration of Agreement

- 2:01** This Agreement shall become effective from and including **April 1, 2018** and shall continue in effect up to an including **March 31, 2022** and shall remain in force and effect from year to year thereafter unless written notice to negotiate a renewal, or revision and renewal is given by either party at least forty-five (45) days prior to but not more than one hundred eighty (180) days prior to the expiry date hereof. During the period required to negotiate a renewal, or revision and renewal of this Agreement, this Agreement shall remain in force and effect without change.
- 2:02** Where notice for revision of this Agreement is given under Section :01, the parties agree to exchange proposals for the revision of the Agreement no later than thirty (30) calendar days prior to the expiry date of the Agreement. The parties shall, within twenty (20) working days following receipt of the specific proposal for the revision to the Agreement, commence collective bargaining. These time limits may be changed by mutual agreement between the parties hereto.
- 2:03** All additions, deletions, amendments and/or revisions from the previous Agreement to this Agreement shall be effective the first day of the biweekly pay period following the date of signing this Agreement unless otherwise specified.

Article 3 Application of Agreement

- 3:01** Southeast Child and Family Services recognizes the Union as the sole and exclusive bargaining agent for those Employees in the City of Winnipeg, employed in classifications included in the bargaining unit as certified by the Manitoba Labour Board under Certificate No. 6912 or as may be granted voluntary recognition by the Employer.

Article 4 Management Rights

4:01 Except where expressly abridged, delegated or modified by a specific provision of this Agreement, the Union expressly agrees and recognizes that the Employer has retained the sole and exclusive right, power and authority to manage its operations in all respects including, without limiting the generality of the foregoing, the right to make, enforce and revise from time to time, rules, regulations, practices, procedures and policies to be observed by the Employees.

In administering this Agreement, Southeast Child and Family Services, shall act reasonably, fairly, in good faith and in a manner consistent with the Agreement as a whole.

Article 5 Union Business

5:01 It is agreed that it is desirable to promote a harmonious working relationship between the parties. To this end, Southeast Child and Family Services will make reasonable efforts to grant leave of absence to Employees to attend Union business.

Leave of absence to attend Union business may be granted to Employees under the following conditions:

- (a) Requests for leave shall be made in writing by the Union by providing the Employee with a letter of request. The Employee shall submit the letter to the Employee's immediate supervisor. The Union will also provide a copy of the written request to the Director of Human Resources. Where possible requests shall be submitted seven (7) days in advance of any anticipated leave. Such leave will not be unreasonably requested or denied.
- (b) Where such leave of absence has been granted, the Union shall reimburse Southeast Child and Family Services one hundred (100%) percent of the wages paid to such Employees during the approved absence.

- 5:02** For time spent with Southeast Child and Family Services representatives during negotiations of the Southeast Child and Family Services Agreement, the Union will be allowed to have no more than three (3) Employees present at each bargaining session on a time off with pay basis.
- 5:03** Prior to the commencement of negotiations, the Union shall supply Southeast Child and Family Services with a list of Employee representatives for the Southeast Child and Family Services Agreement. Dependent upon operational requirements, leave for such Employees shall not be unreasonably requested or denied.
- 5:04** Subject to the mutual agreement of the parties, the total number of Employees referred to in Section :02 may be changed provided any additional Employees are on leave without pay or on wage recovery as per Section :01.
- 5:05** Union staff members shall not visit Employees at their place of work unless prior approval has been obtained from the Employee's supervisor.
- 5:06** The Employer agrees to provide a suitable bulletin board within each work location for the posting of notices by the Union. The Union agrees not to post any information detrimental to the Employer. The Executive Director or designate shall have the right to remove any posted material if considered detrimental to the Employer and shall provide notice of its removal to the Union.
- 5:07** Upon request, a Union representative shall be provided with the opportunity to meet with newly hired Employees for up to twenty (20) minutes during regular working hours. The time shall be established by agreement subject to operational requirements.

Article 6 Rights of Stewards

- 6:01** Southeast Child and Family Services recognize the Union's right to select Stewards to represent the Employees.

- 6:02** The Union shall determine the number of Stewards and the jurisdiction of each Steward having regard to the plan of organization, the distribution of Employees at the workplace and the administrative structure employed by the grievance procedure.
- 6:03** The Union agrees to provide Southeast Child and Family Services with a list of Stewards and any subsequent changes.
- 6:04** Stewards and Employees shall not conduct Union business during their working time except as provided in Article 5:07 and Article 6:07.
- 6:05** The duties of the Stewards shall be to investigate complaints of an urgent nature and to investigate and present grievances in accordance with the grievance procedure.
- 6:06** For complaints of an urgent nature, a Steward shall first obtain the permission of the Steward's immediate supervisor before leaving work to investigate such complaint. Such permission shall not be unreasonably sought or withheld. On resuming the Steward's normal duties, the Steward shall notify the Steward's supervisor.
- 6:07** When it is necessary for a Steward to investigate a complaint of an urgent nature which cannot reasonably be addressed after Regular Office Hours, no deduction in salary shall be made from the Steward or Employee concerned for the first hour. Any additional time required to investigate the matter shall be granted on a time off without pay basis and shall be subject to wage recovery from the Union provided that each has obtained approval from their supervisor(s) for the time required to deal with the complaint. On resuming their duties the Steward and Employee shall notify their supervisor(s).
- 6:08** Southeast Child and Family Services recognizes the Union has instituted a steward program and that the Union will be discussing time off arrangements under Article 5:01 with Southeast Child and Family Services which will allow for Stewards to perform their duties.

Article 7 Union Security

- 7:01** 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.
- 7:02** Southeast Child and Family Services shall forward to the Union the amount of the dues deducted under Section :01 on a biweekly basis for each applicable biweekly pay period.
- 7:03** Southeast Child and Family Services shall provide the Union on a biweekly basis per each applicable biweekly pay period, the names of the Employee from whose wages dues have been deducted showing opposite each Employee's name, the amount of dues deducted for that Employee.
- 7:04** The Union agrees to indemnify and save Southeast Child and Family Services harmless against any claim or liability arising out of the application of this Article.
- 7:05** Notwithstanding any other provision in the Agreement, Southeast Child and Family Services shall, no later than ninety (90) days preceding the expiry date of this Agreement, furnish in written form to the Union the following, shown by classification groupings:
- (a) The name of each Employee;
 - (b) The classification of each Employee; and
 - (c) The current rate of pay of each Employee.

Article 8 No Discrimination

8:01 The parties hereto agree that there shall be no discrimination, harassment, coercion or interference exercised or practiced with respect to any Employee by reason of age, sex, marital status, sexual orientation, race, creed, colour, ethnic or national origin, political or religious affiliation or membership or non-membership in the Union or activities in the Union.

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

8:02 All pay and benefit provisions in the Agreement have been negotiated with the specific understanding that the provisions are not discriminatory.

Article 9 Harassment and Violence

9:01 Harassment means objectionable conduct that creates a risk to the health of an Employee or severe conduct that adversely affects an Employee's psychological or physical wellbeing.

9:02 Harassment is conduct that is:

- (a) Objectionable if it is based on race, creed, religion, colour, sex, sexual orientation, gender-determined characteristics, marital status, family status, source of income, political belief, political association, political activity, disability, physical size or weight, age, nationality, ancestry or place of origin; or
- (b) Severe if it could reasonably cause an Employee to be humiliated or intimidated and is repeated or in the case of a single occurrence, has a lasting harmful effect on an Employee.

9:03 The Employer, the Union and Employees agree that no form of harassment or violence shall be condoned in the workplace. It is further agreed that all

parties will work cooperatively to recognize and deal with these problems when they arise.

- 9:04** The Employer will educate the Employees on the Employer's Respectful Workplace Policy and Violence Prevention Policy. The Employer will investigate allegations of harassment and shall endeavour to resolve them in an expeditious manner.

Article 10 Joint Labour Management Discussion Committee

- 10:01** The Union and the Employer acknowledge the mutual benefit to be derived from joint discussions of labour management issues and therefore agree to establish a Labour Management Discussion Committee.
- 10:02** The Committee shall consist of up to three (3) representatives from the bargaining unit and up to three (3) representatives from the Employer.
- 10:03** The purpose of the Committee shall be to provide a means by which to facilitate and promote discussions toward co-operation, understanding, confidence and harmonious relations between the Union and the Employer.
- 10:04** The Committee shall be entitled to discuss any matter which is mutually agreed to by the Union and Employer to be of mutual benefit or concern, but shall not have the power to add to or modify the Agreement.
- 10:05** The Committee shall meet on a quarterly basis.

Article 11 Recruitment and Appointment

- 11:01** For the purpose of this Article, "Qualifications" refers to education, knowledge, training, skills, experience and aptitude. "Ability" relates to overall qualities of an applicant with respect to the work to be done.
- 11:02** Where a vacant or new Position is filled through competition, the Employer will give first consideration to applicants employed by Southeast Child and Family Services.

The selection for the vacant or new Position shall be based on the Qualifications, Ability, and prior work performance of the applicant.

The parties recognize the value to clients and the Employer in having Aboriginal Employees provide care and services to Aboriginal children and families. Therefore, if two (2) or more applicants for a vacant or new Position possess relatively equal Qualifications, Ability, and prior work performance, then, consistent with Section 11 and other relevant provisions of the Human Rights Code, the Employer may, from among those applicants, select a candidate who is Aboriginal.

The parties also recognize the value of long-term service of employment to clients, the Employer and Employees. Therefore, if two (2) or more applicants for a vacant or new Position possess relatively equal Qualifications, Ability, and prior work performance, and are all Aboriginal or all non-Aboriginal, and the Employer intends to select one (1) of those applicants for the vacant or new Position, the applicant with the greatest number of years of service with the Employer shall be selected for the Position.

- 11:03** Notwithstanding Section: 02, first consideration for filling vacant or new Positions shall be given to persons on the re-employment list.
- 11:04** The notice shall state the closing date for applications, the location of the Position, the classification, the duties and responsibilities of the Position, the Qualifications required and the salary levels. The Union will be provided with a copy of all notices as they are issued.
- 11:05** An Employee who is notified that he or she is not the successful applicant for a vacant or new Position shall be supplied with the reasons for non-acceptance within ten (10) days of making a written request to the Director of Human Resources. Such a request shall be made within ten (10) days of receipt of the notification that the Employee was not the successful applicant. An Employee who has been given the reasons for non-acceptance verbally may then request that the reasons be provided in writing and the reasons shall be provided in writing by the Employer.

- 11:06** An Employee who is promoted into a vacant or new Position, as determined by the Employer, is subject to a six (6) month trial period. The Employer may extend the above referenced trial period by up to three (3) months for Full-Time Employees and up to six (6) months for Part-Time Employees if it deems appropriate. If an Employee is found by the Employer to be unsatisfactory in his or her new Position during this trial period or if he or she wishes to revert voluntarily to his or her former Position during this trial period, then the Employer will return the Employee to his or her former Position or a Position comparable at his or her previous rate of pay with any adjustments as may have been made applicable as per Article 17 during the trial period, and without loss of Seniority as per Article 46. All other Employees so affected may be returned to their former Positions, as required, without any notice requirement.
- 11:07** The Employee may not grieve his or her rejection during the trial period but may grieve if the Employee has not been returned by the Employer to his or her former Position or a comparable Position. The grievance shall be initiated at Step 2 of the grievance procedure within twenty-five (25) working days from the effective date of rejection.
- 11:08** Subject to Article 12 for new Employees and Section :06 for existing Employees, the rejection of an Employee during the probation or trial period is neither appealable nor arbitral.
- 11:09** Where a vacant or new Position is to be filled through competition, a bulletin shall be posted for a minimum of ten (10) days. All Positions with a known duration of at least three (3) months will be posted and filled in a timely manner.
- 11:10** A regular Employee may apply for and be appointed to a term Position as a regular Employee provided that the Southeast Child and Family Services has developed an employment plan which will return the Employee to the Employee's regular Position or an acceptable alternate Position on the expiration of the term.

Article 12 Probation

- 12:01** A new Employee shall be on probation from the date of commencement of employment for a period of six (6) months. The Employer may extend the probationary period for up to an additional six (6) months, provided the Employer gives written notice to the Union and the Employee prior to the expiry of the probation period. A meeting may be held with the Employee to discuss the extension. The Employee has the option to have a Union representative present.
- 12:02** A new Employee who is rejected during the initial probation period, or extended probation period provided for in Section :01 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 Director of Services, or designate, shall hold a hearing to discuss the grievance with the new Employee. The new Employee has the option to have a Union representative present. The decision at Step 2 shall be final for such grievance.
- 12:03** At any time during the probationary period the new Employee may be terminated by the Employer in its sole and exclusive discretion.
- 12:04** Subject to Section :02 the rejection on probation of a new Employee is neither appealable nor arbitral.
- 12:05** An Employee shall not be required to serve a further probation period when:
- (a) The Employee is promoted without competition as a result of reclassification of the Employee's Position;
 - (b) The Employee initiates a transfer to a Position in the same classification involving similar duties and responsibilities; or
 - (c) The Employer initiates the transfer or demotion of an Employee from one (1) Position to another for any reason.

- 12:06** An Employee who is temporarily appointed to another Position on an acting status basis is not considered to be on probation. If the Employee is subsequently promoted to that Position, the period during which the Employee was in acting status does not count towards the Employee's probation period.
- 12:07** An Employee who is being rejected during the Employee's probationary period and who has worked for a period of thirty (30) calendar days, shall be provided with one (1) weeks' notice or payment in lieu thereof.

Article 13 Part-time Employees

Conversions

- 13:01** A Part-Time Employee who is converted to casual status is no longer covered by the provisions of the Agreement except for those relating to Casual Employees.
- 13:02** A Casual Employee who is converted to part-time status receives no credit for Calendar Service or Accumulated Service as a Casual Employee.
- 13:03** Where a Part-Time Employee who has been covered by the Agreement has been converted to casual status and is subsequently reconverted to part-time employment with no break in service, the period of casual status shall be treated as a period of leave of absence. While this does not affect the continuity of employment, the period of casual employment does not count as Calendar Service or Accumulated Service for purposes of benefit determination.

General Principles

- 13:04** Where a benefit is to be prorated for a Part-Time Employee it will be calculated so that if two (2) Part-Time Employees were sharing a full-time Position the total cost to Southeast Child and Family Services of that benefit is no greater than the cost of having the Position filled by one (1) Full-Time Employee.

13:05 In pro-rating a benefit the factor used shall be determined by totalling the number of regularly scheduled hours the Employee has worked in the preceding eight (8) weeks and dividing by two hundred and eighty (280), i.e. 7 hours x 8 weeks x 5 days.

Pro-rating factor = number of regularly scheduled hours the Employee worked in the preceding eight (8) weeks divided by two hundred and eighty (280).

Vacation

13:06 Part-time Employees shall accrue vacation pay at a rate of four percent (4%). Vacation leave entitlement shall accrue at a pro-rata basis calculated in accordance with Article 20.

Benefits

13:07 Part-time Employees who are regularly scheduled to work less than twenty-five (25) hours per week are not eligible for coverage under the Healthcare, Dental Care, Life Insurance, Accidental Death and Dismemberment and Long Term Disability Plans.

13:08 Part-time Employees will only be eligible for the employment benefits specifically identified in this Article.

Ceremonial, Cultural or Religious Leave

13:09 These types of leaves shall be applicable as per Article 25.

Holidays

- 13:10** (a) An Employee will be eligible for pay for a holiday on which the Employee does not work provided the Employee:
- (i) Did not fail to report for work after having been scheduled to work on the day of the holiday;
 - (ii) Has not absented himself or herself from work without the consent of the Employer on the Employee's regular working day immediately preceding or following the holiday unless the Employee's absence is by reason of established illness.

- (iii) Where an Employee has been employed for less than one (1) calendar month he or she must work at least fifteen (15) days in the preceding month in order to be paid for the holiday per this Article.
- (b) Where an Employee is eligible for holiday pay or time in lieu, the Employee shall receive an amount calculated by multiplying the regular daily working hours for the Employee's classification times the prorating factor.

Sick Leave

13:11 Sick leave shall be calculated on a pro-rata basis in accordance with Article 22.

Parental, Adoptive Parent, Personal and Bereavement Leaves

- 13:12**
- (a) These types of paid leave will be prorated by multiplying the number of days the Employee would qualify for by the prorating factor.
 - (b) In the case of adoptive parent leave and parental leave without pay, an Employee is eligible for the full calendar time benefit (i.e., thirty-seven [37] weeks).

Maternity Leave

13:13 Regular Part-Time Employees are eligible for maternity leave without pay.

- 13:14**
- (a) To qualify for maternity leave, Calendar Service is used, (i.e., seven [7] months).
 - (b) An Employee who qualifies is eligible for the full calendar time leave provided under the Agreement, (i.e., seventeen [17] weeks).

Notice of Lay Off or Termination

- 13:15**
- (a) The period of notice required to be given by the Employee or the Employer is the same as that applicable to Full-Time Employees.
 - (b) Pay in lieu of notice shall be calculated by multiplying the number of weeks' notice by the prorating factor.

Probation

13:16 The period of probation is based on regular hours of work. A new Employee shall be on probation from the date of commencement of employment for a period of six (6) months. The Employer may extend the probationary period for up to an additional six (6) months provided the Employer gives written notice to the Union and the Employee prior to the expiry of the probation period. A meeting may be held with the Employee to discuss the extension. The Employee has the option to have a Union representative present.

Seniority

13:17 Seniority shall be calculated in accordance with Article 46.

Layoff

13:18 Seniority is used for purposes of layoff.

Article 14 Term Employees

14:01 Where the employment of a Term Employee terminates at the end of a specific term of employment, then:

- (a) Southeast Child and Family Services shall not be required to give any notice or payment in lieu thereof; and
- (b) The Employee shall not be required to give any notice of resignation.

14:02 An Employee appointed to a term Position shall be informed in writing as to the duration of the term. Failure to comply with the foregoing shall not in itself negate the Employee's status as a term Employee.

14:03 Where a Term Employee is employed in the same Position performing the same function for a period of more than twenty-four (24) continuous months and where the need for the Position is expected to continue, Southeast Child and Family Services will convert the Employee to a Regular Employee.

14:04 Where the Employee is not to be converted in accordance with Section :03, the Employee shall be notified in writing of the reasons prior to the completion of twenty-four (24) continuous months of service. Inadvertent failure to provide such notice shall not result in a right to conversion if the

other conditions in Section :03 are not met. A meeting may be held with the Employee to discuss the matter. The Employee has the option to have a Union representative present.

- 14:05** Section :03 and :04 does not apply where a Term Employee is replacing an Employee who is absent for any reason.
- 14:06** Southeast Child and Family Services representatives will meet with the Union between February 1 and March 15 in each year to review the status of all Term Employees with more than twenty-four (24) consecutive months of service.
- 14:07** All term positions with a known duration of longer than three (3) months, shall be posted and filled as per Article 11.

Article 15 Hours of Work

- 15:01** The hours of work for each regular Full-Time Employee shall be seven (7) hours per day and thirty-five (35) hours per week.
- 15:02** (a) Employees shall receive a one (1) hour unpaid lunch break and two (2) fifteen (15) minute paid coffee breaks.
- (b) Employees shall not be entitled to work through his or her unpaid lunch break in order to make up missed time or bank time unless advance approval is coordinated through his or her supervisor and secured in writing from his or her manager.
- 15:03** Employees shall work during the Regular Office Hours of Monday to Friday from 8:30 a.m. to 4:30 p.m.
- 15:04** When an Employee initiates a request to exchange work for time off, or time off for work, such exchanges are considered to be the banking of regular time (not overtime) and are subject to the approval of the appropriate Director. Approval of these regular time exchanges shall be confirmed in writing and shall not be unreasonably requested or denied. Employees shall not be

requested to initiate such exchanges or to bank regular time in substitution for overtime as defined in the Agreement.

- 15:05** Where an Employee requires an accommodation as contemplated by the Human Rights Code of his or her regular hours of work, the Employee may request a variation and the Employer may consider the request. Any change to the Employee's regular hours of work shall only be instituted on the mutual consent of Employee and Employer, and shall be documented in writing.
- 15:06** Subject to the provisions of this Article, any variations to a work day or work week other than those described above shall only be instituted with the mutual consent between the Employer and Union.

Article 16 Pay

- 16:01** The wages payable to an Employee in his or her respective classification shall be those set forth in Schedule "A" attached hereto and forming part of this Agreement.
- 16:02** (a) Where an Employee is promoted to a higher classification, the Employee will be placed on the salary scale for his or her new classification at level 1.
- (b) Notwithstanding Section:02(a) if the Employee's prior rate of pay was greater than the wage rate payable in the first level of the new classification, the Employee shall be placed at the next level in the new classification which exceeds the Employee's former rate of pay.
- 16:03** It is recognized that in some cases, the first level of the wage rate in a classification will not be appropriate for certain applicants who by virtue of their Qualifications, Ability and prior work performance will have to be paid at a higher level, and who would not otherwise accept the offer of a Position covered by the scope of this Agreement. If the Employer wishes to provide a new hire with wages greater than that provided for at the first level of a classification, it may do so after consultation with the Union.

- 16:04** It is also recognized that, in special cases, the application of the general rules for placing an Employee on a level of a pay range works an injustice or does not make adequate provision. In such cases, Southeast Child and Family Services shall engage in consultation with the Union and may make such provisions as may be necessary to maintain equity and parity among salaries of incumbents of such Positions within the pay range of the classification.
- 16:05** All Part-Time and Casual Employees shall receive the wage rate specified in the Agreement on a pro-rata basis according to their hours worked as set forth in Schedule "A" as attached hereto and forming part of this Agreement.
- 16:06** Wages shall be paid bi-weekly.
- 16:07** An Employee shall be provided with an itemized statement of his or her wages and deductions.
- 16:08** At the time of hire, an Employee shall be advised in writing of her or his classification and bi-weekly and annual salary.

Article 17 Merit Increases

- 17:01** Subject to Section :02, the Anniversary Date of an Employee for the purposes of this Article shall be determined as follows:
- (a) For all Employees hired prior to April 1, 2009 – April 1.
 - (b) For all Employees hired after April 1, 2009, the first of the month which follows the date on which the Employee is employed with Southeast Child and Family Services.

The effective date of the Merit Increase shall be the first bi-weekly pay period following the Anniversary Date.

- 17:02** The Anniversary Date for an Employee affected by promotion shall become the first day of the month that falls on or after the effective date of the promotion of the Employee and the Employee shall be eligible for the

Employee's next Merit Increase twelve (12) months from the Anniversary Date established.

- 17:03** Notwithstanding that an Employee is appointed to a Position at a salary rate higher than the minimum salary applicable to the Position, the Employee is eligible for a Merit Increase on the Employee's Anniversary Date as provided for in this Article.

Article 18 Retroactive Wages

- 18:01** Retroactive pay adjustments for the period of April 4, 2015 to the date of the signing of this Agreement shall apply to:
- (a) Employees who are in the employ of Southeast Child and Family Services on the date of the signing of this Agreement.
 - (b) Employees who have left the employment of Southeast Child and Family Services during the above mentioned period as a result of retirement or death.

Article 19 Overtime

- 19:01** All overtime must be coordinated through the Employee's supervisor and authorized, in advance, in writing by a manager or incurred in the event of a child protection emergency in which case the Employee will immediately notify his or her immediate supervisor.
- 19:02** An Employee who is required to work in excess of seven (7) hours on a regular work day is entitled to be credited banked overtime at a rate of one and one-half (1 ½) times for all hours worked in excess of seven (7) hours per day.
- 19:03** An Employee who is required to work in excess of thirty-five (35) hours per week will be credited banked overtime at a rate of one and one-half (1 ½) times for all hours worked in excess of thirty-five (35) hours per week.

- 19:04** When an Employee is consulted by telephone outside his or her regular working hours and is authorized to handle bona fide work related matters without returning to the workplace, the following shall apply:
- (a) An Employee who has completed his or her regular daily or bi-weekly hours of work shall be credited banked overtime at the applicable overtime rate of a minimum of fifteen (15) minutes or actual time worked, whichever is greater, for each telephone consultation call logged.
 - (b) An Employee consulted by telephone outside of his or her regular working hours shall document all calls received and shall submit a log of all such calls with supporting documentation on request to his or her supervisor for processing.
- 19:05** An Employee will be provided with time off in lieu of payment of overtime which must be taken within three (3) months of the overtime being accrued. Time off must be taken at a time as mutually agreed by the Employee and his or her supervisor and is subject to operational requirements.
- 19:06** Banked overtime will only be paid out in the event of termination of employment.
- 19:07** An Employee, if called out or scheduled to work overtime shall receive for the work, compensation for a minimum of three (3) hours at the applicable overtime rate provided that the period of overtime worked by the Employee is not contiguous to the Employee's scheduled working hours.

Article 20 Vacation

- 20:01** The vacation year shall be from the first (1st) day of April in one year to the thirty-first (31st) day of March in the next year.
- 20:02** An Employee shall accumulate vacation credits from the date of commencement of employment. An Employee who has completed less than

one (1) year of continuous employment as of March 31, will be granted vacation on a pro-rata basis of regular hours worked in the new vacation year.

20:03 Annual vacation shall be earned as follows:

Completed Months of Service	Vacation	Credits per Month
	Entitlement	
1 month – end of 24 months	15 days	1.25 days
25 months – end of 96 months	20 days	1.66 days
97 months – end of 227 months	25 days	2.1 days
228 months +	30 days	2.6 days

The pro-rata formula shall be applied to transition years in the calculation of vacation entitlement.

20:04 To calculate the number of vacation hours an Employee has earned in a vacation year:

- (a) Determine the number of hours of Accumulated Service as determined in Section :02 that the Employee has earned in a vacation year to a maximum of 1820 hours,
- (b) Divide by 1820;
- (c) Multiply by the Employee's vacation leave credit accrual rate (i.e. fifteen [15], twenty [20], twenty-five [25] or thirty [30]).
- (d) Multiply by the daily hours for the Employee's classification (i.e. seven [7] and round down to the nearest quarter [$\frac{1}{4}$] hour).

Example: An Employee has 1500 hours of Accumulated Service in the vacation year, the Employee's vacation leave credit accrual rate is fifteen (15) and the Employee's classification is a seven (7) hour day classification. $1,500 \div 1820 \times 15 = 12.363 \times 7 = 85.53$ rounded down to 85.50 vacation hours eligible to be taken in the following vacation year.

20:05 All vacation schedules must be approved by the Employer and are subject to operational requirements.

- 20:06** Vacation is to be taken within the year following the accumulation of the vacation leave credit. In special circumstances, an Employee may be authorized, by the Executive Director, or designate, **at their sole discretion**, to carry vacation credits forward into the next vacation year.
- 20:07** Vacation pay will only be paid after an Employee has sufficient vacation time earned to cover the period in question.
- 20:08** Vacation leave credits do not accrue when an Employee is absent on leave without pay in excess of four (4) weeks.
- 20:09** Employees are required to have their work load current prior to commencing vacation leave. Failure to ensure work load is current prior to commencing scheduled vacation may result in the cancellation of vacation. **Note, current is defined as three (3) months.**
- 20:10** Earned vacation credits are required to be taken as vacation and will not be paid as a cash settlement except upon termination of employment.
- 20:11** Where an Employee dies, the Employee's estate shall receive the Employee's accumulated vacation credits.
- 20:12** New hires shall be entitled to negotiate the same vacation entitlement that they were receiving from their former employer at the time of hire.

Vacation entitlement negotiated by new hires will not exceed vacation entitlement of an existing Employee with the same number of completed months of service as per Section :03. The new hire will continue to accrue vacation at the negotiated rate.

Article 21 Holidays

- 21:01** The following holidays shall be observed at Southeast Child and Family Services:

New Year's Day

Civic Holiday

Louis Riel Day	Labour Day
Good Friday	Thanksgiving Day
Easter Monday	Remembrance Day
Victoria Day	Christmas Day
Canada Day	Boxing Day
Aboriginal Solidarity Day (June 21)	Aboriginal Justice Day (Feb 17)
Aboriginal Veteran's Day (Nov 8)	

Any other holiday proclaimed by Federal or Provincial Statute. For calculation purposes holidays shall be observed as indicated below:

Where any of the holidays fall on a Saturday or Sunday, the holiday shall be observed on an alternate date as determined by Southeast Child and Family Services.

21:02 When December 24 falls on a Monday through Friday, Southeast Child and Family Services work locations may be closed at 1:00 p.m. or operated at reduced staffing levels after 1:00 p.m. at the sole discretion of the Employer and provided services to the public are not affected.

21:03 An Employee is entitled to the Employee's regular pay for a holiday on which the Employee does not work provided the Employee:

- (a) Did not fail to report for work after having been scheduled to work on the day of the holiday; and
- (b) Has not absented himself or herself from work without the consent of the Employer on the regular working day immediately preceding or following the holiday unless the absence is by reason of established illness.
- (c) Where an Employee has been employed for less than one (1) calendar month, he or she must work at least fifteen (15) days in the preceding month in order to be paid for the holiday per this Article.

- 21:04** If an Employee who is not entitled to pay for a holiday that falls on a regular working day for reasons as outlined in Section :03 does work on the holiday, the Employee shall be paid wages equivalent to one and one-half (1 ½) times the Employee's regular rate for the time worked on that day.
- 21:05** In the event that an Employee is terminated, the accumulated compensatory leave in lieu of statutory holidays shall be paid out to the Employee.
- 21:06** Where a holiday falls within the vacation period of an Employee, one (1) additional working day shall be added to the Employee's vacation entitlement in lieu of the statutory holiday.
- 21:07** An Employee who leaves Southeast Child and Family Services shall be paid out any banked time accumulated but not taken for working on a holiday as provided for in this Article.
- 21:08** Subject to the call-out provisions contained in Article 19, an Employee who is required to work on the holiday when it is observed on the Employee's day of rest, shall receive banked time off at the rate provided for in Article 19 for all hours worked on the holiday, in addition to the regular holiday pay to which the Employee may be entitled.

Article 22 Sick Leave

- 22:01** Employees shall earn sick leave calculated at a rate of one point two five (1.25) days per full month of consecutive employment to a maximum of fifteen (15) days per annum.
- 22:02** Employees shall be entitled to leave with pay as a result of illness or injury to the extent of his or her accumulated sick days.
- 22:03** Where an Employee becomes ill while traveling on the job the Employee shall notify both his or her supervisor or designate and the appropriate community of his or her absence.
- 22:04** An Employee shall notify his or her immediate supervisor, or designate, as soon as possible and in any event no later than one half (½) hour prior to the

commencement of his or her regular hours of work if the Employee is going to be absent due to illness.

- 22:05** The Employer reserves the right to require a letter, in a form acceptable to the Employer, from a qualified medical practitioner to determine the approximate length of illness or as proof of illness.
- 22:06** Where an Employee becomes ill during scheduled vacation, the Employer shall not grant sick leave and shall not credit the Employee with alternate days of vacation leave.
- 22:07** Notwithstanding Section :06, where an Employee is either hospitalized or incapacitated due to serious illness which necessitated urgent medical care and treatment for a period of three (3) days in length or longer during the Employee's schedule vacation, the Employee may request to be credited with alternate vacation days. If the Employee submits satisfactory proof of hospitalization or serious illness which is acceptable to the Employer, the Employer may credit the Employee with alternate vacation days and permit the Employee to utilize accumulated sick leave for the period of hospitalization or serious illness.
- 22:08** When an Employee is injured in the course of, or as a result of, his or her duties and whose accommodation results in a lower classification the Employee shall have his or her wages protected for a six (6) continuous month period.
- 22:09** Sick leave credits shall not accumulate during periods when the Employee is:
- (a) Absent on sick leave for a period of more than fifteen (15) consecutive days;
 - (b) Absent on leave without pay; or
 - (c) Absent on maternal/paternal/adoption leave.
- 22:10** Where an Employee has exhausted all his or her accrued sick leave and requires additional sick leave, the Employee may use his or her vacation leave.

Where an Employee has no vacation leave time remaining, the Employee may be provided the time off without pay.

22:11 No financial compensation shall be given for accumulated or unused sick leave.

22:12 An Employee shall accumulate sick leave credits from the date of commencement of employment.

22:13 Any unused sick leave may be carried over to the following year to a maximum of two hundred eight (208) working days.

22:14 An Employee in the first six (6) months of employment may be advanced up to five (5) days sick leave.

In addition, thereafter an additional five (5) days may be advanced. All such requests shall be made in writing to the Employee's manager. In the event that an Employee terminates prior to earning sick time advanced, the Employer may deduct same from any wages owing.

22:15 Whenever possible all medical, dental and optometry appointments are to be made on the Employee's day off or outside of the Employees regular working hours. If the above is not possible the Employee will endeavour to make the appointment at a time which is least disruptive to his or her unit.

In the event that time off for medical, dental and optometry appointments is required, the Employee shall provide the Employer with one (1) week notice or such shorter period of notice as is reasonable in the circumstances and time off shall be granted to the Employee to attend the appointment(s). Such time off shall be chargeable against the Employee's accumulated sick leave credits.

22:16 **An employee shall be entitled to five (5) days of leave with pay in each fiscal year, to attend to family responsibilities owing to an immediate family member which are immediate, unavoidable and necessitate the employee's absence from work. The leave shall be for the purpose of**

providing care to an immediate family member who is ill or requires the employee to accompany him or her to a medical appointment.

22:17 If an employee exceeds their compassionate leave of five (5) days, any further compassionate leave will be applied against the employee's remaining vacation days. An employee may, in the alternative or in addition to the aforementioned, apply to the Executive Director for leave without pay.

Article 23 Addictions

23:01 The parties recognize that alcohol, gambling and substance/drug misuse does occur and that such misuse has the potential to adversely affect an Employee's work performance. Subject to approval from the Employer, an Employee may be granted sick leave to pursue treatment that involves time away from work for participation in treatment.

Article 24 Medical Fitness

24:01 The Employer may require an Employee to have a psychiatric examination and/or a physical examination.

24:02 The cost of any examination referred to in this Article will be paid by the Employer.

24:03 A duly qualified medical practitioner giving a psychiatric or physical examination shall complete a report and/or forms as required by the Employer.

24:04 The Employer shall not request more information than is necessary to provide assurance that the Employee is able to fulfill the duties of his or her Position.

Article 25 Ceremonial, Cultural or Religious Leave

- 25:01** An Employee shall be entitled to apply on the appropriate leave form for up to four (4) days of either vacation, banked overtime, or leave without pay in each calendar year to attend traditional ceremonial, cultural, sexual orientation or religious observances.
- 25:02** For the purposes of this Article, traditional ceremonial, cultural or religious observances shall be interpreted as major days observed by the Employee and designated by the Employee's cultural or religious traditions.
- 25:03** The Employee shall make every effort to give the longest notice period possible for leave under this Article, and shall actively cooperate in arrangements for the uninterrupted continuation of the expectations of their Position. A minimum of five (5) weeks of notice is required.
- 25:04** The requested leave will be subject to Employer approval and operational requirements. Such requests shall not be unreasonably requested or denied.

Article 26 First Nation, Municipal, Provincial and Federal Election Leave

- 26:01** In the event of a First Nation community, municipal, provincial and/or federal election, all Employees eligible or entitled to vote shall be allowed up to two (2) hours with pay, if required, in order to attend the polls.

Article 27 Jury Duty and Subpoenaed Witness Leave

- 27:01** An Employee who is summoned for jury duty or who receives a summons or subpoena to appear as a witness in a court proceeding, other than a court proceeding occasioned by the Employee's private affairs, shall be granted a leave of absence with pay for the required period of absence and all witness fees received by the Employee shall be remitted to Southeast Child and Family Services.

Article 28 Bereavement Leave

28:01 In the event of a death of an Immediate Family Member, an Employee shall be entitled to bereavement leave of **five (5)** working days without loss of salary.

“Immediate Family Member” means:

- The Employee’s spouse or common-law partner, **or same-sex partner**
- The Employee’s father, mother, spouse’s **or partner’s** father or mother;
- The Employee’s siblings,
- The Employee’s children, step-children, **foster children**
- The Employee’s grandchildren, step-grandchildren,
- The Employee’s grandparents,
- Any relative who resides permanently with the Employee.

28:02 The Employee shall be entitled to bereavement leave up to a maximum of two (2) days per calendar year without loss of salary to attend the funeral(s) for the death of other relatives, close friends, elders or prominent members of the community.

28:03 An Employee shall be entitled to additional bereavement leave up to a maximum of two (2) days without loss of salary if requested for the purpose of attending a funeral at a distance in excess of two hundred twenty-five (225) kilometres from the Employee’s home.

28:04 An Employee who is entitled to bereavement leave under Sections :01, :02 and :03 during vacation leave shall receive vacation credits equal to the number of days of bereavement leave granted.

Article 29 Compassionate Care Leave

29:01 An employee shall receive compassionate care leave without pay to provide care or support to a seriously ill family member, subject to the following conditions:

- (a) An employee must have completed at least thirty (30) days of employment as of the intended date of leave.
- (b) An employee who wishes to take a leave under this section must give the employer notice of at least one (1) pay period, unless circumstances necessitate a shorter period.
- (c) An employee may take no more than two (2) periods of leave, totaling no more than eight (8) weeks, which must end not later than twenty-six (26) weeks after the day the first period of leave began. No period of leave may be less than one (1) week's duration.
- (d) For an employee to be eligible for leave, a physician who provides care to the family member must issue a certificate stating that:
 - (i) A family member of the employee has a serious medical condition with a significant risk of death within twenty-six (26) weeks from:
 - (1) The day the certificate is issued, or
 - (2) If the leave was begun before the certificate was issued, the day the leave began, and
 - (ii) The family member requires the care or support of one (1) or more family members. The employee must give the Employer a copy of the physician's certificate as soon as possible.
- (e) A family member for the purpose of this Article shall be defined as:
 - (i) A spouse or common-law partner of the employee;
 - (ii) A child of the employee or a child of the employee's spouse or common-law partner;

- (iii) A parent of the employee or a parent of the employee's spouse or common-law partner;
 - (iv) A brother, sister, step-brother, step-sister, uncle, aunt, nephew, niece, grandchild or grandparent of the employee or of the employee's spouse or common-law partner;
 - (v) A current or former foster parent of the employee or of the employee's spouse or common-law partner;
 - (vi) A current or former foster child, ward or guardian of the employee, or of the employee's spouse or common-law partner;
 - (vii) The spouse or common-law partner of a person mentioned in any of the causes (iii), (iv), (v) and (vi);
 - (viii) Any other person whom the employee considers to be like a close relative, whether or not they are related by blood, adoption, marriage or common-law relationship.
- (f) An employee may end their compassionate leave earlier than eight (8) weeks by giving the Employer at least forty-eight (48) hours' notice. Where an employee has been provided necessary time off under this section, and where the Employer had made arrangements for alternate staffing for covering the anticipated absence, the Employer shall have the right to cancel the relief shifts scheduled to cover the anticipated absence without additional cost.
- (g) Seniority shall accrue as per Article 46.
- (h) Subject to the provisions of Article 22, an employee may apply to utilize income protection to cover part of all of the two (2) week Employment Insurance waiting period.

- (i) **In the event that the death of a family member occurs during this period of leave, the employee shall be eligible for Bereavement Leave as outlined in Article 28.**

Article 30 Workers Compensation

- 30:01** An Employee is required to immediately notify both their manager and the Director of Human Resources of any injuries occurring in the workplace and complete an incident report. Injuries that occur in the workplace may be subject to workers compensation as provided for by *The Workers Compensation Act (WCB Act)*.
- 30:02** Where an Employee is absent due to injuries or disabilities for which compensation is paid under *The WCB Act*, vacation leave shall accumulate as if the Employee was not absent, but the extent of such accumulation shall not continue beyond twelve (12) consecutive calendar months from the date the absence related to the injury or disability commenced.
- 30:03** Where an Employee is injured on the job and is required to leave for medical treatment and/or is sent home by management due to the injury, the Employee shall incur no loss in regular pay and benefits for the day on which the accident occurs.
- 30:04** Transportation to the nearest physician or hospital for an Employee requiring immediate medical care as a result of an on-the-job accident shall be provided by or at the expense of Southeast Child and Family Services if it is not covered by a medical plan.

Article 31 Maternity Leave

- 31:01** An Employee who qualifies for maternity leave may apply for such leave in accordance with either Plan A or Plan B, but not both.

Plan A

- 31:02** In order to qualify for Plan A, a pregnant Employee must:

- (a) Have completed seven (7) continuous months of employment with Southeast Child and Family Services;
- (b) Submit to the Employer an application in writing for leave under Plan A at least four (4) weeks before the day specified by her in the application as the day on which she intends to commence such leave; and
- (c) Provide the Employer with a certificate of a duly qualified medical practitioner certifying that she is pregnant and specifying the estimated date of her delivery.

31:03 An Employee who qualifies is entitled to and shall be granted maternity leave without pay consisting of:

- (a) A period not exceeding seventeen (17) weeks if delivery occurs on or before the date of delivery specified in the certificate mentioned in Section :02 (c); or
- (b) A period of seventeen (17) weeks plus an additional period equal to the period between the date of delivery specified in the certificate mentioned in Section :02 (c) and the actual date of delivery, if delivery occurs after the date mentioned in that certificate.
- (c) Southeast Child and Family Services may vary the length of maternity leave upon proper certification by the attending physician, and recommendation by the Employer.

31:04 Subject to securing the approval of Employment and Social Development Canada (ESDC) in accordance with Regulation 40(6) of the Employment Insurance Regulation, an Employee who has been granted maternity leave shall be permitted to apply up to a maximum of **five (5)** days of her accumulated sick leave against the Employment Insurance waiting period. Should the Employee not return to work following her maternity leave for a period of employment sufficient to allow for re-accumulation of the number of sick days granted, the Employee shall compensate the Employer for the balance of the outstanding days at the time of termination. Approved sick

leave with pay granted during the period of return shall be counted as days worked.

Plan B

31:05 In order to qualify for Plan B a pregnant Employee must:

- (a) Have completed seven (7) continuous months of employment with Southeast Child and Family Service;
- (b) Submit to the Employer an application in writing, for leave under Plan B at least four (4) weeks before the day specified by her in the application as the day on which she intends to commence such leave;
- (c) Provide the Employer with a certificate of a duly qualified medical practitioner certifying that she is pregnant and specifying the estimated date of her delivery; and
- (d) Provide the Employer with proof that she has applied for Employment Insurance benefits and that ESDC has agreed that the Employee has qualified for and is entitled to such Employment Insurance benefits pursuant to Section 22, of The *Employment Insurance Act*.

31:06 An applicant for maternity leave under Plan B must sign an agreement with the Employer providing that:

- (a) She will return to work and remain in the employ of Southeast Child and Family Services on a full time basis for at least **six (6)** months following her return to work;
- (b) If she does not take parental leave as provided in Article 32, she will return to work on the date of the expiry of her maternity leave;
- (c) If she does take parental leave as provided in Article 32, she will return to work on the date of the expiry of her parental leave;
- (d) Should she fail to return to work as provided above, she is indebted to Southeast Child and Family Services for the full amount of pay received

from Southeast Child and Family Services as a maternity allowance during her entire period of maternity leave; and

- (e) Should she return to work as provided above but fail to complete her return service commitment, she is indebted to Southeast Child and Family Services for a pro-rated amount based on the number of months she has remaining on her return service commitment, rounded to the nearest full week.

31:07 An Employee who qualifies is entitled to a maternity leave consisting of:

- (a) A period not exceeding seventeen (17) weeks if delivery occurs on or before the date of delivery specified in the certificate mentioned in Section :05 (c); or
- (b) A period of seventeen (17) weeks plus an additional period equal to the period between the date of delivery specified in the certificate mentioned in Section :05 (c) and the actual date of delivery, if delivery occurs after the date mentioned in that certificate.

Southeast Child and Family Services may vary the length of maternity leave upon proper certification by the attending physician, and recommendation by the Employer.

31:08 During the period of maternity leave, an Employee who qualifies is entitled to a supplement to Employment Insurance (EI) maternity benefits as follows:

- (a) Subject to securing the approval of ESDC in accordance with Regulation 40(6) of the Employment Standards Regulation that this payment may be received during the Employment Insurance waiting period, for the first one (1) week an Employee shall receive eighty (80%) percent of her weekly rate of pay;
- (b) For up to a maximum of fifteen (15) additional weeks, payments equivalent to the difference between the Employment Insurance benefits the Employee is eligible to receive and eighty (80%) percent of her weekly rate of pay; and

(c) All other time as may be provided as per this Section on a leave without pay basis.

31:09 Plan B does not apply to Part-Time or Term Employees.

31:10 During the period of maternity leave, benefits will not accrue. However, the period of maternity leave will count as service towards eligibility for long service vacation entitlement.

31:11 Section 57 and Sections 60 (1) through 60 (4) inclusive of The *Employment Standards Code* respecting maternity leave shall apply “*mutatis mutandis*”.

31:12 During the first seventeen (17) weeks of maternity leave, coverage under the Dental Plan and the Extended Health Care Plan shall continue.

Article 32 Parental Leave

32:01 In order to qualify for parental leave, an Employee must:

- (a) Be the natural mother of a child; or
- (b) Be the natural father of a child; or
- (c) Adopt a child under the law of a province.

32:02 An Employee who qualifies under Section :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.

32:03 An Employee who qualifies in accordance with Sections :01 and :02 is entitled to parental leave without pay for a continuous period of up to **sixty-two (62) weeks. (Note: this represents the extended parental leave of sixty-one (61) weeks plus the one (1) week wait period).**

- 32:04** Where an Employee takes a 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 Employer.
- 32:05** Subject to Section :04, parental leave must commence no later than **eighteen (18) months after the** 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.

Article 33 Paternity Leave

- 33:01** An Employee shall be granted two (2) day's leave with pay, to attend to needs directly related to the birth of his or her child. At the Employee's option, such leave shall be granted on the day of, or the day following the birth of her or his child or the day of the birth mother's admission to or discharge from hospital or such other days as may be mutually agreed.

Article 34 Adoption Leave

- 34:01** An Employee shall be granted two (2) day's leave with pay to attend to needs directly related to the adoption of the child. At the Employee's option such leave shall be granted on the day of or the day following the adoption or such other day as may be mutually agreed.

Article 35 Education Leave

- 35:01** Definitions:
- (a) "Education Leave" means leave of absence "with" or "without" pay for the purposes of engaging in a course.
 - (b) "Course" includes conferences, conventions, seminars, workshops, symposiums or any other type of learning session presented by the Employer, government, technical or professional association or by any educational institutions.

(c) “Course Costs” means expenses directly related to an employee’s involvement in a course, such as tuition, books, registration fees, membership dues, examination fees, travel and subsistence expenses.

35:02 Employees who are either required to take a course, or employees who want to request permission to take a course, must complete an education plan in writing that is to be submitted through their manager to the Executive Director for consideration and, if accepted, approval.

35:03 Requests for Education Leave, or for a variation to an employee’s regular hours of work for attending a course and/or for the Employer to pay for a portion of or all course costs must be made to the Executive Director in writing along with the employee’s education plan. The Executive Director shall have sole discretion in granting or refusing any such requests.

35:04 All requests for Education Leave, or for a variation to an employee’s regular hours of work for attending a course, and/or for the Employer to pay for a portion of or all course costs should be made to the Executive Director with at least sixty (60) days notice, except in exceptional circumstances which must be justified to the Executive Director by the employee.

35:05 Where the Employer has approved an employee’s request for Education Leave and/or for the partial or full payment of course costs, the subject employee must provide proof of successful course completion and confirmation of course costs to the Employer within thirty (30) days of the course end date or exam date.

35:06 The Employer will not be responsible for any costs incurred by an employee in relation to an examination re-write due to initial examination failure.

35:07 **Where the Employer has granted an Education Leave or where the Employer has agreed to the payment of all or a portion of course costs, the employee must sign a Return to Service Agreement which provides that:**

- (a) The employee will return to full duties and remain in the employ of the Employer for a minimum of two (2) years following the completion of their course and/or Education Leave.
- (b) Should the employee fail to continue employment as provided in (a) above, they shall be indebted to the Employer for the full amount of pay and/or course costs provided by the Employer to the employee.
- (c) Should the employee return to work as provided for in (a) above, but fail to complete their Return to Service Agreement, they shall be indebted to the Employer for a prorated amount based on the number of months and days remaining on their Return to Service Agreement.
- (d) In addition to all other recourses available to the Employer at law, the Employer may recover the amount owed by the employee pursuant to these provisions by withholding monies owed to the employee under the terms of this Agreement.

35:08 Education Leave shall not be construed as a break in service to the employee. Annual vacation credits shall accrue.

35:09 Where, due to an Education Leave, an employee's paid work hours are reduced to an amount less than hours in a normal working day as established by the Collective Agreement, the Employee's status will convert to part time and their benefits will be in accordance with the benefits available to part time employees.

Article 36 Employee Benefits

36:01 Effective January 1, 2014, the Employer shall pay the full costs of the following plans:

Life Insurance, Accidental Death and Dismemberment, Dependant Life, Extended Health Care and Dental.

The current level of coverage for these plans will be maintained during life of this Agreement.

- 36:02** Effective April 5, 2014, the Employees shall pay the full cost of the Long Term Disability Plan.
- 36:03** All plan documents are available from the Employer to the Employees for information.
- 36:04** The above noted benefits shall be subject to the terms and conditions of the master policies issued to the Employer by the insuring organization.
- 36:05** None of the above noted plans shall form part of the Agreement, but it is agreed that any failure by the Employer to provide coverage for eligible Employees shall entitle the Union to submit such failure to arbitration.
- 36:06** Coverage under the Dental and Extended Health Care Plans, shall be maintained during any unpaid leave required to satisfy the one-hundred twenty (120) day elimination period or date of initial decision, whichever is later, for the Long Term Disability Plan.

Article 37 Health and Safety

- 37:01** The Employer and the Union recognize the role of the Workplace Safety and Health Committee in accordance with The *Workplace Safety and Health Act* and will comply with The Act. Subject to Section 42 of The Act, an Employee may refuse to work or do particular work at a workplace if he or she believes on reasonable grounds that the work constitutes a danger to his or her safety or health or to the safety or health of another Employee or another person.
- 37:02** The Workplace Safety and Health Committee shall examine all aspects of safety and health measures in the workplace. Union representation on the Committee shall be in accordance with The *Workplace Safety and Health Act* and Regulations.
- 37:03** Disciplinary action shall not be taken against an Employee solely for the reason that the Employee:

- (a) Made a report under Section :01; and
- (b) Refused to work or continue to work under the conditions described under Section :01 provided a safety and health officer has reported in writing that the Employee had reasonable and probable grounds for believing that those conditions were dangerous to the Employee's safety or health.

37:04 Where an Employee wilfully takes unfair advantage of the provisions of this Article, the Employee may be subject to disciplinary action up to and including suspension or dismissal.

Article 38 Disciplinary Action

38:01 An Employee shall only be disciplined for just cause.

38:02 An Employee has the right to have a Union representative present at any meetings which is disciplinary or may result in discipline.

In addition to their Union representative, with the approval of the Employer, an Employee will also be allowed to bring in an external support person (i.e. Elder, Spiritual Support). Any external support person must sign an oath of confidentiality agreeing to maintain confidence respecting child welfare issues which may be discussed.

38:03 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 Union representative present.

38:04 Where a written report recommending disciplinary action is to be placed on an Employee's file, the Employee shall be given the opportunity to sign the report indicating it has been read. Upon signing, the Employee shall receive a copy of such report.

38:05 Where disciplinary action has been taken, the Employee shall be advised in writing of the disciplinary action and the circumstances and actions which

made the disciplinary action necessary. The Employee shall sign a copy only to acknowledge its receipt and shall retain a copy.

- 38:06** An Employee may grieve any disciplinary action according to the grievance procedure. Grievances concerning demotion, suspension or dismissal shall be initiated at Step 2 of the grievance procedure.
- 38:07** The person to whom a grievance is made may:
- (a) Uphold the disciplinary action; or
 - (b) Vary the disciplinary action; or
 - (c) Determine that no disciplinary action is warranted and remove any document pertaining to the disciplinary action from the Employee's file(s).
- 38:08** No notice or payment in lieu thereof is required where an Employee is dismissed.

Article 39 Staff Investigation Procedure

- 39:01** In the event the Employer or third party is required to undertake an investigation of alleged Employee misconduct, and the Employer determines that the Employee is required to be removed from the workplace pending that investigation, the Employee shall usually be placed on a paid leave of absence. The Employer shall review the continued appropriateness of maintaining the Employee on a paid leave as the investigation and/or time progresses.

Article 40 Grievance Procedure

- 40:01** 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.
- 40:02** A "Grievance" is defined as a complaint in writing concerning:

- (a) The application, interpretation or alleged violation of an Article of this Agreement or a signed Memorandum of Understanding or a signed Memorandum of Agreement between the parties;
- (b) The dismissal, suspension, demotion or written reprimand of an Employee.

The above categories of grievances can be process up to and including Step 3 of the grievance procedure.

- 40:03** Notwithstanding Section :02, an Employee may complain or grieve on any unsatisfactory working condition up to and including Step 2 of the grievance procedure. The decision at Step 2 shall be final for such Grievance.
- 40:04** Where a Grievance has been initiated and the nature of the Grievance is such that it has or potentially could have widespread application affecting a number of Employees and where as a result the Union deems it impractical that each affected Employee grieve separately, the Union shall have the right to present a group Grievance on those matters as defined in Section :02. A group Grievance shall be presented directly to the Executive Director within twenty (20) working days following the date upon which the Employee(s) were notified orally or in writing or on which the Employee(s) first became aware of the action giving rise to the Grievance.
- 40:05** Where either party to this Agreement disputes the general application, interpretation or alleged violation of an Article of this Agreement, or a signed Memorandum of Understanding or a signed Memorandum of Agreement between the parties, either party may initiate a policy Grievance. Where such a Grievance is initiated by the Union it shall be presented to the Executive Director. Where such a Grievance is initiated by Southeast Child and Family Services it shall be presented to the President of the Southeast Child and Family Services Local. In all cases the Grievance shall be presented within twenty (20) working days from the date of the action giving rise to the Grievance.

- 40:06** Where the parties fail to resolve a Grievance under Section :04 or :05, either party may refer the Grievance to Step 3 of the Grievance procedure. It is agreed and understood that Grievances which have been submitted and dealt with as individual Grievances may not subsequently be submitted as a policy Grievance.
- 40:07** Notwithstanding Section :09, a Grievance filed under Section :05 shall not require the signature of an Employee.
- 40:08** If an Employee or the Union fails to initiate or process a Grievance within the prescribed time limits, the Grievance will be deemed to be abandoned and all rights of recourse to the Grievance procedure for that particular Grievance shall be at an end. If management fails to reply to a Grievance within the prescribed time limits, the Employee or the Union may process the Grievance to the next step. Either party may request an extension of the time limits providing such an extension is requested prior to the expiry of the time allowed. An extension, if requested, shall not be unreasonably withheld.
- 40:09** Wherever possible, the Grievance shall be presented on the official Grievance form. A written description of the nature of the Grievance and the redress requested shall be sufficiently clear and if the Grievance relates to an Article of the Agreement, such Article shall be so stated in the Grievance. The Grievance authorization shall be signed by the Employee and the original Grievance shall be signed by the Union and may be clarified at any step providing its substance is not changed. Except for failure to meet the time limits, a Grievance shall not be deemed to be invalid if it is not written on the official Grievance form or for failure to quote the Article in dispute.
- 40:10** It is mutually agreed that an effort shall be made to resolve complaints through discussion before a written Grievance is initiated. The aggrieved Employee shall have the right to have a 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.

40:11 An Employee has the right to representation by a Union representative at any step of the Grievance procedure.

Written Grievance Procedure

40:12 **Step 1**

- (a) Within twenty (20) working days after the date upon which the Employee was notified orally or in writing, or on which the Employee first became aware of the action or circumstances giving rise to the Grievance, the Employee shall present the Grievance with the redress requested to the Employer.
- (b) The Employee's manager, or designate, shall sign for receipt of the Grievance and if the nature of the Grievance is such that the Employee's manager, or designate, is authorized to deal with it, the Employee's manager, or designate, shall issue a decision in writing to the Employee and to the Union within fifteen (15) working days.
- (c) The Employees manager, 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.
- (d) If the nature of the Grievance is such that a decision cannot be given below a particular level of authority, the Employee's manager, or designate, shall forward the Grievance to the appropriate authority at the appropriate step of the Grievance procedure and so inform the Employee and the Union. The time limits and the procedure of the appropriate step shall then apply.

40:13 **Step 2**

- (a) If the Grievance is not resolved satisfactorily at Step 1, the Employee shall submit the same Grievance and the redress requested to the 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) For those Grievances defined in accordance with Section :02, 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. For those Grievances concerning unsatisfactory working conditions as defined in Section :03, the Executive Director, or designate, shall hold a hearing to discuss the Grievance with the Employee and the Employee's Union representative before giving a decision on the Grievance.

40:14 Step 3

A decision of the Executive Director, or designate, may be submitted to arbitration in accordance with Article 40. The decision of the single arbitrator shall be final and binding for all such Grievances. Union approval is required to submit any Grievance to arbitration.

40:15 Grievances concerning demotion, suspension or dismissal shall be initiated at Step 2 of the Grievance procedure within twenty (20) working days of the date that the Employee became aware of the action.

40:16 Subject to Article 12, the rejection of an Employee on probation is not appealable or arbitrable.

40:17 Subject to Section :13, Step 2, an Employee or the Union may withdraw a Grievance at any step of the Grievance/arbitration procedure by giving written notice to the department concerned. An Employee may abandon a Grievance by not processing it within the prescribed time limits.

40:18 Disputes concerning the selection of an Employee for a Position within the bargaining unit may be grieved at Step 2 to the Executive Director, or designate, in accordance with the following:

- (a) Within twenty (20) working days after the date upon which the Employee was notified orally or in writing, or on which the Employee first became aware of the action or circumstances giving rise to the selection dispute, the Employee shall present the Grievance with the redress requested to the Executive Director, or designate.
- (b) The Executive Director, or designate, shall sign for receipt of the Grievance and shall issue a decision in writing to the Employee and to the Union within fifteen (15) working days.
- (c) The Executive Director, or designate, may discuss the Grievance with the Employee and the Employee's representative before giving a decision on the Grievance.
- (d) All time limits referred to in this Section may be extended by mutual agreement.
- (e) A decision of the Executive Director, or designate, may be appealed in accordance with Article 40. The decision of the arbitrator shall be final and binding for all such Grievances. Union approval is required to submit any appeal to arbitration.

Article 41 Arbitration

41:01 Only those matters set forth below may be submitted to arbitration by the Union or the Employer:

- (a) Grievances concerning the application, interpretation or alleged violation of an Article of this Agreement.
- (b) Grievances concerning the application, interpretation or alleged violation of a signed Memorandum of Understanding or a signed Memorandum of Agreement between the parties.
- (c) Grievances concerning dismissal, suspension, demotion or a written reprimand of an Employee.

(d) Disputes involving classification.

41:02 The procedure for arbitrating Grievances shall be the procedure as set forth below:

- (a) Where a difference arises between the parties hereto relating to a subject matter as outlined in Section :01, either of the parties may, within twenty (20) working days from the receipt of the decision at Step 2, notify the other party in writing of its desire to submit the difference or allegation to arbitration. Such notification, when initiated by the Union, shall be made directly to the Executive Director, and shall set forth the issue in dispute for referral to an arbitrator or arbitration board in accordance with Section :02(b) or (c).
- (b) Where the party initiating the arbitration proceedings wishes to request a single arbitrator, the notice referred to in Section :02(a) shall so state:
 - (i) 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 :02(c) within ten (10) working days.
 - (iii) A single arbitrator shall be considered to be an arbitration board for purposes of this Article.
- (c) Where the party initiating the arbitration proceedings wishes to request arbitration by a three (3) person board, the notice referred to in Section :02(a) shall contain the first party's appointee to the arbitration board. The following procedure will then apply:

- (i) The party who receives the notice shall within ten (10) working days of receiving the notice, name an appointee to the arbitration board and notify the other party in writing of such appointee.
 - (ii) The two (2) members of the arbitration board names by the parties shall, within ten (10) working days of the appointment of the second of them, appoint a third member of the arbitration board who shall be the chairperson thereof.
 - (iii) If either party fails to appoint its member to the board as provided above or where the two (2) appointees of the parties fail to agree on the appointment of a third member within the time specified, the Chief Justice for the Province of Manitoba, or in the Chief Justice's absence, the Chief Justice of the Court of Queen's Bench, upon the request of a party to the Agreement, shall nominate a member on behalf of the party failing to make an appointment or shall nominate the third member and chairperson, as the case may be, and where the case requires, may nominate both, and where such nomination has been made, the Minister of Labour shall appoint that person as member or chairperson or both, as the case may be.
 - (iv) The chairperson and one (1) other member are a quorum; but, in the absence of a member, the other members shall not proceed unless the absent member has been given reasonable notice of sitting.
- (d) Where the matter is submitted to the arbitration board, the arbitration board shall commence hearings and shall hear evidence and argument submitted by or on behalf of the parties relevant to the matter submitted and shall make a decision thereon in the form of an award of the arbitration board.
- (e) The arbitration board shall hear and determine the difference or allegations and shall issue a decision, which decision shall be final and

binding and enforceable upon the parties and upon any Employee or Employees affected by it.

- (f) The arbitration board may summon before it any witnesses and require them to give evidence on oath, orally or in writing, and to produce such documents and evidence as the arbitration board deems requisite to the full investigation and consideration of the matters referred to it.
- (g) The arbitration board shall submit a report on the findings and the decision of the board following the completion of the hearing to the parties.
- (h) Any of the time limits referred to above may be extended by mutual agreement of the parties hereto.
- (i) In the case of a three (3) person arbitration board the decision of the majority shall be the decision of the arbitration board. If there is no majority, the decision of the chairperson shall be the decision of the board.
- (j) The arbitration board shall not have the power to add to, subtract from or modify or alter in any way the provisions of this Agreement or a signed Memorandum of Understanding or a signed Memorandum of Agreement between the parties.
- (k) The arbitration board shall expressly confine itself to the issue submitted to the board, and shall have no authority to make a decision and/or recommendation on any other issue not so submitted to the board.
- (l) Where the arbitration board determines that an Employee has been dismissed or otherwise disciplined by the Employer for just cause, the arbitration board may substitute such other penalty or remedy in lieu of dismissal or the disciplinary action as the board deems just and reasonable under the circumstances.
- (m) The expenses incurred by and in respect of an arbitration board shall be paid as follows:

- (i) The parties to the arbitration shall each pay an equal portion of the remuneration and expenses of the chairperson of the arbitration board.
- (ii) Each party to the arbitration shall pay the remuneration and expenses of the member of the arbitration board named or appointed by or on behalf of that party.
- (iii) Each party to the arbitration shall pay the fees and expenses of witnesses called by that party to give evidence before the arbitration board.
- (iv) Each party to the arbitration shall pay the fees and expenses of any counsel appearing before the arbitration board on behalf of that party.
- (v) The parties to the arbitration shall each pay an equal portion of other costs and expenses incurred by the arbitration board in conducting the arbitration.

Article 42 Amendment to the Salary Schedule

42:01 During the term of this Agreement, amendments to the salary schedule resulting from the introduction of a new classification, or amendments to Appendix “A” of the Agreement in respect of exclusions from the terms of this Agreement shall be determined through negotiation between the parties hereto.

Article 43 Reclassification Procedure

43:01 The Employee will submit the request for reclassification to the Director of Human Resources, together with the following:

- (a) A current Position description;
- (b) The job classification being requested and reasons why that classification is appropriate; and

- (c) Any other information in support of the request;
- (d) Director of Human Resources has ten (10) working days following receipt of the request to reply and will confirm date of receipt.

43:02 Where the Employee considers the reply from the Director of Human Resources to be unsatisfactory or where no reply is received within the prescribed time limits, the Employee may proceed to Step 1 of the Grievance procedure.

43:03 The time limits prescribed in this Article may be extended by mutual agreement of the Employee and the party designated to respond.

Article 44 Personnel Files

44:01 Upon the written request of an Employee to the Director of Human Resources, an Employee's personnel file shall be made available to the Employee for examination. Such examination shall be in the presence of the Director of Human Resources or designate. The Employee shall also have the option to have a Union representative present.

44:02 An Employee may request a copy of specific documents on the Employee's personnel file. This request shall not be unreasonably requested, or denied.

44:03 All relevant information regarding an Employee's employment will be included in the personnel file.

Article 45 Performance Appraisals

45:01 Performance appraisals are a tool to be used annually in a positive manner to acknowledge an Employee's performance levels and where necessary to identify and outline strategies for improvement. When performance appraisals are conducted, the following will apply:

- (a) Performance appraisals shall be in writing and the contents shall be discussed with the Employee.

- (b) The Employee shall sign the performance appraisal for the sole purpose of indicating that he or she is aware of its contents.
- (c) The Employee shall have the right to add comments to be attached thereto.
- (d) The Employee shall be given a copy of the performance appraisal at his or her request.

Article 46 Acting Status

- 46:01** Where an employing authority or designate directs an employee employed in one (1) position to temporarily take over the duties and responsibilities of some other position having a higher grade of pay, and provided the employee takes over and continues to perform for fifteen (15) or more consecutive working days the duties and responsibilities of that other position, the employee shall be appointed temporarily to that other position with acting status and shall be paid at the rate of pay for that other position from the date of taking over the duties and responsibilities of that other position until the temporary appointment is revoked; and upon the temporary appointment being revoked the employee shall, unless appointed or promoted to some other position, revert to the employee's original position and be paid at the rate of pay for the employee's original position that the employee would be paid if the employee had never held the temporary appointment.
- 46:02** For purposes of interpretation of this Article, "duties and responsibilities" means the duties and responsibilities that would have been performed by the incumbent during the period in which the incumbent had been replaced.
- 46:03** Where an acting status appointment to a Position within the bargaining unit will exceed twelve (12) continuous months, Southeast Child and Family Services will notify the Union of the reasons. A meeting may be held to

discuss the matter at the request of the Union. The Employee who is in acting status may attend at the request of either party.

46:04 Section :03 does not apply where an Employee is replacing an Employee who is absent for any reason.

Article 47 Seniority

47:01 Seniority shall include only the following:

- (a) Accumulated Service;
- (b) Periods of Workers Compensation;
- (c) Periods of maternity leave and/or parental leave and/or adoption leave;
- (d) Any sick leave without pay necessary to satisfy the elimination period of the Long Term Disability Plan;
- (e) Periods of leave while on the Long Term Disability Plan;
- (f) Any other approved leaves without pay to a maximum accumulation of one hundred forty (140) hours in a calendar year; and

Seniority will continue to accrue when an Employee is temporarily out of the bargaining unit for up to six (6) months.

47:02 An Employee will lose all Seniority when the Employee:

- (a) Resigns;
- (b) Retires;
- (c) Is dismissed and not reinstated;
- (d) Is permanently laid off;
- (e) Is permanently promoted to a Position beyond the scope of this Agreement; or

- (f) Has been working outside the scope of this Agreement in excess of two (2) years.
- (g) Is terminated at the expiry of the Employee's term of employment (however this Section does not apply to a term Employee who has been employed on a full-time basis for twenty-four (24) continuous months and who is re-employed within twelve (12) months of the expiration of the Employee's term of employment).

47:03 A seniority list will be prepared by April 1 up to and including December 31 of the previous year. The list will be electronically posted and all staff will be advised of posting and location.

47:04 Grievances concerning the calculation of Seniority must be filed at Step 1 of the Grievance procedure within twenty (20) working days of the date the Employee became aware of the Seniority calculation. Such Grievances shall be restricted to the calculation of Seniority in the calendar year immediately prior to the year in which the Seniority list is posted.

Article 48 Layoff

48:01 Where by reason of a shortage of work or funds, or the abolition of a Position or material changes in duties or organization, an Employer determines that a layoff(s) is necessary; the Employer shall determine the classification(s) from which the layoff(s) are to take place.

48:02 Subject to this Article, the Employer shall determine the group of Employees concerned within each classification from which Employees are to be laid off.

48:03 The group of Employees concerned shall then be divided, where applicable, into three (3) subgroups as follows:

Subgroup (1): Term Employees with two (2) or more years of Seniority.

Subgroup (2): Regular Employees with less than four (4) years of Seniority.

Subgroup (3): Regular Employees with four (4) or more years of Seniority.

- 48:04** Within the group of Employees concerned, layoff of Subgroup (1) and (2) Employees shall take place in ascending Subgroup order. In determining the order of layoff within a Subgroup, Seniority shall be the determining factor provided the Qualifications of the Employees are relatively equal. This Section is subject to the requirement that the Employees who are retained must have the Qualifications and Ability to perform the duties which the remaining Employees will be required to perform.
- 48:05** A Subgroup (3) Employee who is to be laid off and who elects to exercise the Employee's displacement option may displace the most junior Employee in the Employee's current classification subject to the following:
- (a) The Employee must have the Qualifications and Ability to perform the duties which the remaining Employees will be required to perform.
 - (b) If the Employee cannot displace the most junior Employee under Section :03, the Employee may then elect to displace the next most junior Employee in the class.
 - (c) The process will continue in this manner until the Employee is able to displace an Employee in the class or there are no displacement opportunities.
 - (d) A Subgroup 3 Employee who is displaced and is to be laid off and who elects to exercise the Employee's displacement option may displace the most junior Employee in the Employee's current class in accordance with the process in this Section.
- 48:06** A Subgroup (3) Employee who is to be laid off and who has no displacement option within the Employee's classification as a result of Section :05(a) or (b) may elect to displace the most junior Employee in another class which has the same or lower maximum rate of pay. The displacement process in that class will follow the provisions of Section :05.
- 48:07** Notwithstanding the process required in Section :05 and :06, the effective date of the layoff will not change from that initially provided to the Subgroup

(3) Employee. The parties agree to take any steps necessary to expedite the process to ensure that an Employee who is to be laid off as a result of the displacement process, receives as much notice as possible. As a result, Employees who elect to exercise their displacement rights must participate in and cooperate fully with the process or forfeit their displacement right.

48:08 Where the layoff(s) of Employee(s) in Subgroup (3) is necessary, the Employer shall provide the Union with written notice not less than thirty (30) days or such lesser time as the Employer may reasonably have with regard to the implementation of a mandated change prior to the date of layoff(s). The parties shall then meet to discuss the steps to be taken to assist the Employees affected.

48:09 Except where specifically provided, this Article does not apply to the layoff of:

- (a) Term Employees at the end of a specific term of employment; or
- (b) Term Employees with less than two (2) years of Seniority.

48:10 Where an Employer is laying off an Employee, notice of layoff or pay in lieu thereof will be given in accordance with the following:

- (a) Where a Term Employee is being laid off at the end of a specific term of employment or after completion of a job for which the Employee was specifically employed, no notice of layoff is required.
- (b) Four (4) weeks' notice will be provided to:
 - (i) Regular Employees; and
 - (ii) Term Employees with one (1) or more years of Seniority.
- (c) Two (2) weeks' notice will be provided to Term Employees with less than one (1) year of Seniority.

48:11 The Union will be provided a copy of layoff notices issued to:

- (a) Regular Employees; and

(b) Term Employees with two (2) or more years of Seniority.

- 48:12** For purposes of this Article “Regular Employee(s)” refers to Full-Time and Part-Time Employee(s).
- 48:13** Term Employees with less than two (2) years of Continuous Service shall be considered for layoff prior to the layoff of Employees in the Subgroups specified in Section :03.
- 48:14** Where an Employee, including a Term Employee, alleges that the Employee’s layoff has not been in accordance with this Agreement, the Grievance procedure set forth in this Agreement shall apply except that the Grievance shall be initiated at Step 2 of the Grievance procedure.
- 48:15** For purposes of this Article, “Qualifications” refers to education, knowledge, training, skills, experience, aptitude, and competence. “Ability” relates to overall qualities of an Employee with respect to the work to be done. The Employer, in making a decision with respect to determining which Employees are to be retained and which Employees are to be laid off, shall determine Qualifications, and the Ability of Employees to perform the duties which the remaining Employees will be required to perform, in a fair, reasonable, and non-discriminatory manner.
- 48:16** An Employee who is entitled to displace another Employee in accordance with the provisions of this Article may have a familiarization period in the new Position. The purpose of the familiarization period is to allow the Employee to become oriented to the specific duties of the Position. The familiarization period is not intended to be a period during which an Employee acquires the necessary Qualifications and Ability to enable the Employee to displace another Employee.
- 48:17** Where the temporary layoff of an Employee in Subgroup (3) is necessary, Sections :05, :06 and :07 do not apply. For purposes of this Article a “Temporary Layoff” is defined as less than three (3) months duration. Employees shall return to their Positions upon expiry of such layoff.

- 48:18** Employees who are laid off shall be placed on a re-employment list for a period of up to twelve (12) months from the effective date of the layoff.
- 48:19** Southeast Child and Family Services shall maintain a re-employment list for all Employees covered by this Article who are laid off on other than a temporary basis. A copy will be provided to the Union on request.
- 48:20** Employees who are placed on a re-employment list shall be called back to their Positions in reverse order of layoff in the classification from which the Employee was laid off.
- 48:21** An Employee who is on the re-employment list must:
- (a) Report any change of address to Southeast Child and Family Services without delay;
 - (b) If called back or provided a reasonable re-employment opportunity, respond to the call back or reasonable re-employment opportunity within seven (7) days of receipt of notification of call back or reasonable re-employment opportunity. An Employee accepting a reasonable reemployment opportunity at a lower rate of pay shall retain their recall rights under Section :20 for the duration of the time they would have remained on the re-employment list;
 - (c) Return to work within fourteen (14) days of receipt of notification of call back or reasonable re-employment opportunity or such other date as may be agreed upon between the Employee and the unit; and
 - (d) Except for good and sufficient reasons, accept a call back or reasonable re-employment opportunity in accordance with this Section or be deemed to have resigned.
- 48:22** An Employee who accepts another Position may be placed on a trial period of not more than six (6) months duration. An Employee who is found to be unsuitable during this trial period will be returned to the appropriate reemployment list for the greater of six (6) months or the remainder of the Employee's twelve (12) month period on the re-employment list. An

Employee found to be unsuitable may grieve the decision commencing at Step 2 of the Grievance procedure. The decision is final at this point.

- 48:23** If a Regular Employee accepts a term Position as a result of re-employment, the Employee's status as a Regular Employee shall be maintained. On the expiry of the term, the Employee will be permanently laid off, or remain on the re-employment list for the remainder of the twelve (12) month period if applicable.
- 48:24** A "reasonable re-employment opportunity" is a Position which the Employee has the Qualifications, Ability and prior work performance to perform the work.
- 48:25** A Term Employee who has been employed in the same Position for one (1) or more years of Continuous Service and who is laid off or whose term expires shall be notified of any new or vacant Position and invited to apply for a period of one (1) year.

Article 49 Resignations

- 49:01** An Employee wishing to resign shall provide the Employer with a written notice of resignation which shall specify the last day upon which the Employee will perform the Employee's regular duties.
- 49:02** 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.
- 49:03** An Employee shall give written notice of resignation at least two (2) weeks prior to the date on which the resignation is to be effective. A notice of resignation shorter than the required two (2) weeks may only be given with the approval of the Employer.
- 49:04** Notwithstanding :01 and :02, an Employee who is retiring in accordance with the provisions of the pension plan may with the approval of the Employer, be permitted to utilize paid leave in the form of vacation or banked overtime time to be taken immediately prior to the Employee's retirement date. In this

circumstance the effective date of resignation shall be deemed to be the last day of the Employee's paid leave.

- 49:05** Where the employment of an Employee terminates at the end of a specific term of employment, or on the completion of a job for which the Employee was specifically employed, no notice of resignation is required.
- 49:06** Employees are required to return all materials, equipment, keys etc. belonging to the Employer on or prior to the effective date of resignation.
- 49:07** Subject to Sections :04, :05 and :06, where the last day on which an Employee who has submitted a notice of resignation performs the Employee's regular duties precedes a Friday which, but for the fact that a holiday falls thereon would be a regular working day, the Employee shall be deemed to have voluntarily terminated the Employee's service on that Friday and shall be eligible for holiday pay for that Friday.

Article 50 Technological Change

- 50:01** Southeast Child and Family Services and the Union recognize that technological change can offer significant improvements in the quality and quantity of services provided to the public.
- 50:02** For purposes of this Article, "Technological Change" means the introduction of equipment or material into Southeast Child and Family Services' operations which is likely to affect the security of Employees who are employed on a full-time, year-round basis.
- 50:03** Southeast Child and Family Services agrees that it will endeavor to introduce Technological Change in a manner which, as much as is practicable, will minimize the disruptive effects on services to the public and Employees.
- 50:04** Where Southeast Child and Family Services intends to introduce Technological Change, the following procedure will be followed:
- (a) Southeast Child and Family Services will provide the Union with six (6) months notice or such lesser time as the Employer may reasonably have

with regards to the implementation of a mandated change prior to the date the change is to be effective.

- (b) During this period, the parties will meet to discuss the steps to be taken to assist the Employees who could be affected.
- (c) Where retraining is to be provided, it shall be provided during the Employees' regular hours of work except where the retraining is not available during the Employee's regular hours of work.
- (d) At the request of either party, an on-site technological change implementation committee shall be established at the work location(s) affected. The Committee will consist of two (2) Employee representatives and two (2) management representatives. The role of the Committee will be to facilitate the implementation of the Technological Change in a manner consistent with this Article.

50:05 The provisions of this Article are intended to assist Employees affected by technological change and Sections 83, 84 and 85 of *The Labour Relations Act* do not apply during the term of this Agreement.

Article 51 Loss Of or Damage to Personal Effects

51:01 Where an Employee, because of the action of a client of Southeast Child and Family Services, suffers damage to, or loss of, personal effects usually carried to work by the Employee in the performance of the Employee's duties, including clothing, the Employee shall be reimbursed as follows:

- (a) Where repairs are able to be made to the personal effects, the reasonable cost of those repairs to a limit of three hundred (\$300.00) dollars;
- (b) Where the item has been stolen or damaged beyond repair, comparable compensation to a limit of three hundred (\$300.00) dollars, provided that the replacement item is purchased and a receipt submitted to the Employer within three (3) months of the date of the incident;

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

- 51:02** All incidents of loss of, or damage to personal effects as mentioned in Section :01, shall be reported in writing by the Employee whose personal effects are lost or damaged to the Employer within twenty-four (24) hours of the incident.
- 51:03** Each incident respecting loss of, or damage to, personal effects as mentioned in Section :01 shall be assessed separately, and the Employer shall recommend the amount of compensation that should, in the Employer's opinion, be paid in respect of each incident.
- 51:04** Employees are responsible for any personal effects which are brought to their place of work and are not specifically required in the course of their employment.
- 51:05** Where compensation is available from an Employee's personal insurance or otherwise for the loss or theft of or damage to the Employee's personal effects, only the deductible portion may be claimed up to a maximum of three hundred (\$300.00) dollars.
- 51:06** Every claim for compensation made pursuant to Sections :01 and :05, will be considered for approval by the Employer. The claim shall indicate:
- (a) The name of the claimant, Position Classification, normal place of work and type of work the Position entails;
 - (b) Identification as to category - loss, theft, damage - and full particulars as to when, and how the loss, theft or damage took place, with any other relevant particulars;
 - (c) Justification for the claim in accordance with Sections :01 and :05;
 - (d) A certification by the claimant that all items lost, stolen or damaged are not covered by any form of insurance, or if they are covered, the amount

of the deductible for which reimbursement is being claimed under this Article.

Article 52 Civil Liability

52:01 The Employer maintains liability insurance coverage to protect Employees against liability for acts and omissions while acting in an authorized capacity in the course and scope of employment. Coverage is subject to the terms and conditions of the master policy or policies issued to the Employer by the insuring organization. The Employer shall maintain this coverage at current levels during the term of this Agreement.

Article 53 Domestic Violence Leave


53:01 As per Section 59.11 of the Employment Standards Code C.C.S.M.c.E110.

IN WITNESS WHEREOF the Executive Director has hereunto set their hand for, and on behalf of the Board of Directors of Southeast Child and Family Services Committee Inc. and a Staff Representative of Manitoba Government and General Employees' Union, has hereunto set their hand for, and on behalf of, Manitoba Government and General Employees' Union.

Signed this 25 day of May, 2023.




On behalf of Southeast Child and Family Services Committee Inc.



On behalf of Manitoba Government and General Employees' Union

On behalf of Southeast Child and Family Services Committee Inc.



On behalf of Manitoba Government and General Employees' Union

Appendix "A": - Casual Employees

1:01 The only provisions of this Agreement which apply to Casual Employees are as follows:

Article 1 - Interpretation

Article 3 - Application of Agreement

Article 4 - Management Rights

Article 7 - Union Security

Article 8 - No Discrimination

Article 9 - Harassment & Violence

Article 18 - Retroactive Wages

Article 19 - Overtime

Article 21 - Holidays

- Provisions respecting one and one-half (1½) times for time worked on the listed holidays only.
- All other provisions in accordance with The *Employment Standards Code*.

Article 37 - Disciplinary Action

Article 39 - Grievance Procedure, limited to the provisions of this Article.

Article 40 - Arbitration, limited to the provisions of this Article.

Article 43 - Personnel Files

Article 50 – Loss Of or Damage To Personal Effects

Article 51 – Civil Liability

1:02 There is no obligation for the Employer to offer work to a Casual Employee or for a Casual Employee to accept work that is offered.

1:03 A Casual Employee who has not worked for a period of forty-five (45) calendar days may be terminated at the sole discretion of the Employer.

Appendix “B”: – Mileage Reimbursement Rates

An allowance for the use of a privately owned vehicle, for travel on Southeast Child and Family Service’s business when authorized by a manager shall be paid as follows:

FLAT RATES:

Winnipeg - Arnes	Return	250	\$ 107.50
Winnipeg - Black River	Return	388	\$ 166.84
Winnipeg - Bloodvein	Return	572	\$ 245.96
Winnipeg - Brandon	Return	458	\$ 196.94
Winnipeg - Brokenhead	Return	192	\$ 82.56
Winnipeg - Buffalo Point	Return	416	\$ 178.88
Winnipeg - Dauphin	Return	682	\$ 293.26
Winnipeg - Elkhorn	Return	646	\$ 277.78
Winnipeg - Fairford	Return	506	\$ 217.58
Winnipeg - Gimli	Return	222	\$ 95.46
Winnipeg - Hecla Island	Return	386	\$ 165.98
Winnipeg - Hollow Water	Return	448	\$ 192.64
Winnipeg - Lac Du Bonnet	Return	254	\$ 109.22
Winnipeg - Matheson Island	Return	468	\$ 201.24
Winnipeg - Pine Dock	Return	472	\$ 202.96
Winnipeg - Pine Falls	Return	300	\$ 129.00
Winnipeg - Portage La Prairie	Return	196	\$ 84.28

Winnipeg - Riverton	Return	288	\$ 123.84
Winnipeg - St. Andrews	Return	40	\$ 17.20
Winnipeg - Selkirk	Return	80	\$ 34.40
Winnipeg - Sioux Valley	Return	500	\$ 215.00
Winnipeg - Teulon	Return	156	\$ 67.08
Winnipeg - The Pas	Return	1480	\$ 636.40
Winnipeg - Waywayseecappo	Return	700	\$ 301.00

WINTER ROADS:

Winnipeg - Berens River	Return	764	\$ 328.52
Winnipeg - Garden Hill	Return	1230	\$ 528.90
Winnipeg - Little Grand Rapids	Return	776	\$ 333.68
Winnipeg - Pauingassi	Return	808	\$ 347.44
Winnipeg - Poplar River	Return	956	\$ 411.08
Winnipeg - Red Sucker Lake	Return	1422	\$ 611.46
Winnipeg - St. Teresa Point	Return	1198	\$ 515.14
Winnipeg - Circling Thunderbird Centre	Return	794	\$ 341.42
Winnipeg - Wasagamack	Return	1218	\$ 523.74

In the event a mileage rate is not provided
for, Southeast Child and Family Services
will pay a mileage rate as follows:

\$0.43 (kilometre)

Appendix “C”: – Meals and Miscellaneous Expenses

Meals - Eligibility for Claims

- 1:01** Breakfast - an Employee is expected to have had breakfast before the start of the day's work, even though some travel may be necessary before the recognized starting time. Exceptions occur to this pattern and cost of breakfast may be claimed when the Employee has been travelling for more than one (1) hour on Southeast Child and Family Services business before the recognized time for the start of the Employee's day's work.
- 1:02** Lunch - an Employee is expected to make arrangements to provide or purchase lunch, or the mid-day or mid-shift meal. For many Employees, either because of lack of facilities in the area of work or for general convenience or economy, lunch is carried to work rather than purchased. Exceptions to this pattern, when cost of lunch may be claimed, occur when the Employee is required to travel in excess of 50 kilometers away from the City of Winnipeg at noon.
- 1:03** Dinner - an Employee may only claim for the cost of a dinner meal when the Employee has been travelling on Southeast Child and Family Services business and not expected to arrive back to the City of Winnipeg for an hour or more after the end of the Employee's regular hours of work and the Employer has not provided a meal break.
- 1:04** Any extension of working hours at the normal place of work does not entitle the Employee for meal expenses as set out in this Appendix. No other meal claims except as provided in this Appendix shall be paid.
- 2:01** An Employee who is eligible may claim the actual cost of purchased meals up to the following maximum amounts:

Individual Meals

	Breakfast	Lunch	Dinner	Per Diem
April 1, 2013	\$10.00	\$12.00	\$18.00	\$40.00

- 2:02** For each full day in travel status an eligible Employee may claim the per diem allowance in lieu of individual meal claims to cover the cost of purchased meals.
- 2:03** Where no overnight accommodation is involved only the appropriate individual expenses under Section :01 may be claimed.
- 2:04** Where a single price or flat rate is charged for meals by the supplier and no other reasonable alternative in the location is available (which may occur in some remote or isolated communities), actual meal expenses exceeding the above maximum may be claimed if supported by a receipt.

Incidentals Allowance

- 3:01** An Employee who is in travel status may claim an incidentals allowance for each night of \$5.00 dollars.

Miscellaneous Expenses During Travel

4:01 Gratuities

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

4:02 Parking

- (a) An Employee may claim parking expenses as follows:
- (i) short-term parking, when the Employee is away from the workplace; and
 - (ii) overnight parking where it is not provided with accommodation;

- (b) Parking at an airport or other transportation terminal will only be allowed where the parking cost and the transportation costs to and from the terminal are less than the normal allowable transportation costs, i.e. limousine, taxi or bus, as available.

Any claim submitted for parking expenses under this Appendix must be accompanied by an original receipt or a copy of the original receipt for the expense incurred by the Employee.

Accommodations

- 5:01** Employees travelling on Southeast Child and Family Services business are entitled to standard hotel room accommodation when available.
- 5:02** Employees are expected to seek affordable hotel accommodations. Hotel reservations may be made by the Employer's designated travel clerk, or by the Employee.

Direct billings with hotels shall be used where the Employer has a purchase order system with the hotel.

Where direct billing is not available, Employees will be reimbursed for the cost of hotel accommodations at the actual cost of the accommodation, subject to the Employer's maximum rate per night. If there are no accommodations within the range set by the Employer, the Employee's immediate supervisor or manager may approve this cost.

Cancellations for hotel reservations are the responsibility of the Employee. Penalty fees or failure to cancel hotel reservations may be the responsibility of the Employee.

- 5:03** Private Accommodation – is forty (\$40.00) dollars.

Cell Phone Reimbursement

- 6:01** An Employee who is authorized to use a cell phone for work purposes, (service use or safety reasons), is entitled to claim thirty-seven (\$37.00) dollars per month. Employees shall submit a statement of cost for reimbursement.

Definitions

- 7:01** “Travel Status” means absence of the Employee from the Employee’s headquarters area on Southeast Child and Family Services business involving travel and accommodation with the approval of his or her manager.
- 7:02** “Headquarters Area” means an area twenty-four (24) kilometres around the Employee’s headquarters.
- 7:03** “Employee’s Headquarters” means the workplace where the Employee is normally stationed or required to use as the Employee’s base of operations on a continuing basis in relation to which the Employee has established a residence.

Memorandum of Agreement No. 1

between

Southeast Child and Family Services Committee Inc.

and

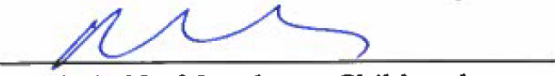
Manitoba Government and General Employees' Union

Re: Aboriginal Employment Strategy

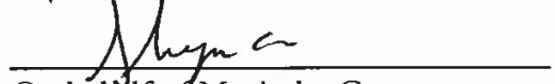
The parties understand and agree that additional actions are needed to promote and facilitate employment of Aboriginal persons at all levels. It is therefore mutually agreed that the parties will work in cooperation to:

1. Develop strategic initiatives and programs that:
 - (a) Foster mutual respect, trust, fairness, open communication and understanding;
 - (b) Focus on recruiting, training and career development of Aboriginal persons;
 - (c) Identify workplace barriers that may be discouraging or preventing Aboriginal persons from entering and remaining in the workforce; and
 - (d) Facilitate constructive race and cultural relations.
2. Provide orientation sessions for new Employees to ensure better understanding of respectful work practices to achieve a harassment free environment.
3. Implement education opportunities for all Employees to promote cultural awareness of Aboriginal persons.

Signed this 25 day of May, 2023.



On behalf of Southeast Child and Family Services Committee Inc.



On behalf of Manitoba Government and General Employees' Union

Memorandum of Agreement No. 2

between

Southeast Child and Family Services Committee Inc.

and

Manitoba Government and General Employees' Union

Re: Pension Plan

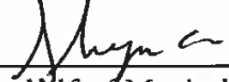
The Employer agrees that it shall maintain its existing defined contribution pension plan for full time Employees who have completed six (6) months of active service and have successfully completed their probationary period.

The Employer and Employee contributions shall be maintained at the current level of five point five percent (5.5%) for all eligible Employees, except that contribution for Employees hired prior to December 31, 1998 shall be grandfathered at eight point five percent (8.5%).

Signed this 25 day of May, 2023.



On behalf of Southeast Child and Family Services Committee Inc.



On behalf of Manitoba Government and General Employees' Union

Memorandum of Agreement No. 3

between

Southeast Child and Family Services Committee Inc.

and


Manitoba Government and General Employees' Union

Re: Professional Development and Other Related Training

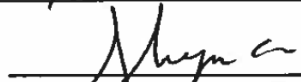
The Employer will continue to support its Employees to pursue relevant training through the Southern Authority, and third parties, as may be appropriate.

In the event that an Employee wishes to pursue a training opportunity, he or she shall complete an application for training and submit through his or her supervisor for approval by his or her manager. Approval of the training opportunity will at all times be subject to the Employer's operational requirements.

Signed this 25 day of May, 2023.



On behalf of Southeast Child and Family Services Committee Inc.



On behalf of Manitoba Government and General Employees' Union

Schedule A - Salary Calculation

Payment of Wages

1. The daily rate of pay shall be calculated as follows:
Hourly rate of pay x number of hours worked in the day.
2. The bi-weekly salary shall be calculated as follow:
Hourly rate of pay x number of hours worked in a bi-weekly pay period.
3. The annual salary shall be calculated as follows:
Bi-weekly rate of pay x 26.1.

Schedule A – Salary

Effective March 31, 2018 to March 30, 2019 (2.0%)

CLASSIFICATION	Level 1	Level 2	Level 3	Level 4	Level 5	Level 6	Level 7	Level 8	Level 9	Level 10	
SP2	Hourly	24.88	25.73	26.60	27.56	28.52	29.56				
	Bi-Weekly	1,741.60	1,801.10	1,862.00	1,929.20	1,996.40	2,069.20				
	Annual	45,455.76	47,008.71	48,598.20	50,352.12	52,106.04	54,006.12				
SP3	Hourly	27.12	28.11	29.07	30.15	31.28	32.44	33.61	34.94		
	Bi-Weekly	1,898.40	1,967.70	2,034.90	2,110.50	2,189.60	2,270.80	2,352.70	2,445.80		
	Annual	49,548.24	51,356.97	53,110.89	55,084.05	57,148.56	59,267.88	61,405.47	63,835.38		
SP4	Hourly	29.93	31.01	32.08	33.25	34.46	35.70	37.03	38.52	39.99	41.50
	Bi-Weekly	2,095.10	2,170.70	2,245.60	2,327.50	2,412.20	2,499.00	2,592.10	2,696.40	2,799.30	2,905.00
	Annual	54,682.11	56,655.27	58,610.16	60,747.75	62,958.42	65,223.90	67,653.81	70,376.04	73,061.73	75,820.50
SP5	Hourly	34.55	35.82	37.33	38.67	40.18	41.73	43.40	45.06	46.90	
	Bi-Weekly	2,418.50	2,507.40	2,613.10	2,706.90	2,812.60	2,921.10	3,038.00	3,154.20	3,283.00	
	Annual	63,122.85	65,443.14	68,201.91	70,650.09	73,408.86	76,240.71	79,291.80	82,324.62	85,686.30	
AY2	Hourly	19.24	19.66	20.15	20.66	21.29	21.81				
	Bi-Weekly	1,346.80	1,376.20	1,410.50	1,446.20	1,490.30	1,526.70				
	Annual	35,151.48	35,918.82	36,814.05	37,745.82	38,896.83	39,846.87				
AY3	Hourly	21.96	22.54	23.17	23.82	24.45	25.10				
	Bi-Weekly	1,537.20	1,577.80	1,621.90	1,667.40	1,711.50	1,757.00				
	Annual	40,120.92	41,180.58	42,331.59	43,519.14	44,670.15	45,857.70				
AY4	Hourly	24.63	25.30	25.92	26.58	27.35	28.07				
	Bi-Weekly	1,724.10	1,771.00	1,814.40	1,860.60	1,914.50	1,964.90				
	Annual	44,999.01	46,223.10	47,355.84	48,561.66	49,968.45	51,283.89				

AK1	Hourly	22.71	23.34	23.95	24.56	25.27	25.97
	Bi-Weekly	1,589.70	1,633.80	1,676.50	1,719.20	1,768.90	1,817.90
	Annual	41,491.17	42,642.18	43,756.65	44,871.12	46,168.29	47,447.19
CL2	Hourly	18.11	18.56	19.04	19.58	20.09	20.66
	Bi-Weekly	1,267.70	1,299.20	1,332.80	1,370.60	1,406.30	1,446.20
	Annual	33,086.97	33,909.12	34,786.08	35,772.66	36,704.43	37,745.82
CL3	Hourly	22.00	22.57	23.19	23.85	24.48	25.25
	Bi-Weekly	1,540.00	1,579.90	1,623.30	1,669.50	1,713.60	1,767.50
	Annual	40,194.00	41,235.39	42,368.13	43,573.95	44,724.96	46,131.75
CL4	Hourly	25.85	26.47	27.18	27.86	28.65	29.44
	Bi-Weekly	1,809.50	1,852.90	1,902.60	1,950.20	2,005.50	2,060.80
	Annual	47,227.95	48,360.69	49,657.86	50,900.22	52,343.55	53,786.88

Effective March 31, 2019 to March 30, 2020 (2.0%)

CLASSIFICATION	Level 1	Level 2	Level 3	Level 4	Level 5	Level 6	Level 7	Level 8	Level 9	Level 10	
SP2	Hourly	25.38	26.24	27.13	28.11	29.09	30.15				
	Bi-Weekly	1,776.60	1,836.80	1,899.10	1,967.70	2,036.30	2,110.50				
	Annual	46,369.26	47,940.48	49,566.51	51,356.97	53,147.43	55,084.05				
SP3	Hourly	27.66	28.67	29.65	30.75	31.91	33.09	34.28	35.64		
	Bi-Weekly	1,936.20	2,006.90	2,075.50	2,152.50	2,233.70	2,316.30	2,399.60	2,494.80		
	Annual	50,534.82	52,380.09	54,170.55	56,180.25	58,299.57	60,455.43	62,629.56	65,114.28		
SP4	Hourly	30.53	31.63	32.72	33.92	35.15	36.41	37.77	39.29	40.79	42.33
	Bi-Weekly	2,137.10	2,214.10	2,290.40	2,374.40	2,460.50	2,548.70	2,643.90	2,750.30	2,855.30	2,963.10
	Annual	55,778.31	57,788.01	59,779.44	61,971.84	64,219.05	66,521.07	69,005.79	71,782.83	74,523.33	77,336.91
SP5	Hourly	35.24	36.54	38.08	39.44	40.98	42.56	44.27	45.96	47.84	
	Bi-Weekly	2,466.80	2,557.80	2,665.60	2,760.80	2,868.60	2,979.20	3,098.90	3,217.20	3,348.80	
	Annual	64,383.48	66,758.58	69,572.16	72,056.88	74,870.46	77,757.12	80,881.29	83,968.92	87,403.68	
AY2	Hourly	19.62	20.05	20.55	21.07	21.72	22.25				
	Bi-Weekly	1,373.40	1,403.50	1,438.50	1,474.90	1,520.40	1,557.50				
	Annual	35,845.74	36,631.35	37,544.85	38,494.89	39,682.44	40,650.75				
AY3	Hourly	22.40	22.99	23.63	24.30	24.94	25.60				
	Bi-Weekly	1,568.00	1,609.30	1,654.10	1,701.00	1,745.80	1,792.00				
	Annual	40,924.80	42,002.73	43,172.01	44,396.10	45,565.38	46,771.20				
AY4	Hourly	25.12	25.81	26.44	27.11	27.90	28.63				
	Bi-Weekly	1,758.40	1,806.70	1,850.80	1,897.70	1,953.00	2,004.10				
	Annual	45,894.24	47,154.87	48,305.88	49,529.97	50,973.30	52,307.01				
AK1	Hourly	23.16	23.81	24.43	25.05	25.78	26.49				
	Bi-Weekly	1,621.20	1,666.70	1,710.10	1,753.50	1,804.60	1,854.30				
	Annual	42,313.32	43,500.87	44,633.61	45,766.35	47,100.06	48,397.23				

CL2	Hourly	18.47	18.93	19.42	19.97	20.49	21.07
	Bi-Weekly	1,292.90	1,325.10	1,359.40	1,397.90	1,434.30	1,474.90
	Annual	33,744.69	34,585.11	35,480.34	36,485.19	37,435.23	38,494.89
CL3	Hourly	22.44	23.02	23.65	24.33	24.97	25.76
	Bi-Weekly	1,570.80	1,611.40	1,655.50	1,703.10	1,747.90	1,803.20
	Annual	40,997.88	42,057.54	43,208.55	44,450.91	45,620.19	47,063.52
CL4	Hourly	26.37	27.00	27.72	28.42	29.22	30.03
	Bi-Weekly	1,845.90	1,890.00	1,940.40	1,989.40	2,045.40	2,102.10
	Annual	48,177.99	49,329.00	50,644.44	51,923.34	53,384.94	54,864.81

Effective March 31, 2020 to March 30, 2021 (1.0%)

CLASSIFICATION	Level 1	Level 2	Level 3	Level 4	Level 5	Level 6	Level 7	Level 8	Level 9	Level 10	
SP2	Hourly	25.63	26.50	27.40	28.39	29.38	30.45				
	Bi-Weekly	1,794.10	1,855.00	1,918.00	1,987.30	2,056.60	2,131.50				
	Annual	46,826.01	48,415.50	50,059.80	51,868.53	53,677.26	55,632.15				
SP3	Hourly	27.94	28.96	29.95	31.06	32.23	33.42	34.62	36.00		
	Bi-Weekly	1,955.80	2,027.20	2,096.50	2,174.20	2,256.10	2,339.40	2,423.40	2,520.00		
	Annual	51,046.38	52,909.92	54,718.65	56,746.62	58,884.21	61,058.34	63,250.74	65,772.00		
SP4	Hourly	30.84	31.95	33.05	34.26	35.50	36.77	38.15	39.68	41.20	42.75
	Bi-Weekly	2,158.80	2,236.50	2,313.50	2,398.20	2,485.00	2,573.90	2,670.50	2,777.60	2,884.00	2,992.50
	Annual	56,344.68	58,372.65	60,382.35	62,593.02	64,858.50	67,178.79	69,700.05	72,495.36	75,272.40	78,104.25
SP5	Hourly	35.59	36.91	38.46	39.83	41.39	42.99	44.71	46.42	48.32	
	Bi-Weekly	2,491.30	2,583.70	2,692.20	2,788.10	2,897.30	3,009.30	3,129.70	3,249.40	3,382.40	
	Annual	65,022.93	67,434.57	70,266.42	72,769.41	75,619.53	78,542.73	81,685.17	84,809.34	88,280.64	
AY2	Hourly	19.82	20.25	20.76	21.28	21.94	22.47				
	Bi-Weekly	1,387.40	1,417.50	1,453.20	1,489.60	1,535.80	1,572.90				
	Annual	36,211.14	36,996.75	37,928.52	38,878.56	40,084.38	41,052.69				
AY3	Hourly	22.62	23.22	23.87	24.54	25.19	25.86				
	Bi-Weekly	1,583.40	1,625.40	1,670.90	1,717.80	1,763.30	1,810.20				
	Annual	41,326.74	42,422.94	43,610.49	44,834.58	46,022.13	47,246.22				
AY4	Hourly	25.37	26.07	26.70	27.38	28.18	28.92				
	Bi-Weekly	1,775.90	1,824.90	1,869.00	1,916.60	1,972.60	2,024.40				
	Annual	46,350.99	47,629.89	48,780.90	50,023.26	51,484.86	52,836.84				
AK1	Hourly	23.39	24.05	24.67	25.30	26.04	26.75				
	Bi-Weekly	1,637.30	1,683.50	1,726.90	1,771.00	1,822.80	1,872.50				
	Annual	42,733.53	43,939.35	45,072.09	46,223.10	47,575.08	48,872.25				

CL2	Hourly	18.65	19.12	19.61	20.17	20.69	21.28
	Bi-Weekly	1,305.50	1,338.40	1,372.70	1,411.90	1,448.30	1,489.60
	Annual	34,073.55	34,932.24	35,827.47	36,850.59	37,800.63	38,878.56
CL3	Hourly	22.66	23.25	23.89	24.57	25.22	26.02
	Bi-Weekly	1,586.20	1,627.50	1,672.30	1,719.90	1,765.40	1,821.40
	Annual	41,399.82	42,477.75	43,647.03	44,889.39	46,076.94	47,538.54
CL4	Hourly	26.63	27.27	28.00	28.70	29.51	30.33
	Bi-Weekly	1,864.10	1,908.90	1,960.00	2,009.00	2,065.70	2,123.10
	Annual	48,653.01	49,822.29	51,156.00	52,434.90	53,914.77	55,412.91

Effective March 31, 2021 to March 30, 2022 (0.0%)

CLASSIFICATION		Level 1	Level 2	Level 3	Level 4	Level 5	Level 6	Level 7	Level 8	Level 9	Level 10
SP2	Hourly	25.63	26.50	27.40	28.39	29.38	30.45				
	Bi-Weekly	1,794.10	1,855.00	1,918.00	1,987.30	2,056.60	2,131.50				
	Annual	46,826.01	48,415.50	50,059.80	51,868.53	53,677.26	55,632.15				
SP3	Hourly	27.94	28.96	29.95	31.06	32.23	33.42	34.62	36.00		
	Bi-Weekly	1,955.80	2,027.20	2,096.50	2,174.20	2,256.10	2,339.40	2,423.40	2,520.00		
	Annual	51,046.38	52,909.92	54,718.65	56,746.62	58,884.21	61,058.34	63,250.74	65,772.00		
SP4	Hourly	30.84	31.95	33.05	34.26	35.50	36.77	38.15	39.68	41.20	42.75
	Bi-Weekly	2,158.80	2,236.50	2,313.50	2,398.20	2,485.00	2,573.90	2,670.50	2,777.60	2,884.00	2,992.50
	Annual	56,344.68	58,372.65	60,382.35	62,593.02	64,858.50	67,178.79	69,700.05	72,495.36	75,272.40	78,104.25
SP5	Hourly	35.59	36.91	38.46	39.83	41.39	42.99	44.71	46.42	48.32	
	Bi-Weekly	2,491.30	2,583.70	2,692.20	2,788.10	2,897.30	3,009.30	3,129.70	3,249.40	3,382.40	
	Annual	65,022.93	67,434.57	70,266.42	72,769.41	75,619.53	78,542.73	81,685.17	84,809.34	88,280.64	
AY2	Hourly	19.82	20.25	20.76	21.28	21.94	22.47				
	Bi-Weekly	1,387.40	1,417.50	1,453.20	1,489.60	1,535.80	1,572.90				
	Annual	36,211.14	36,996.75	37,928.52	38,878.56	40,084.38	41,052.69				
AY3	Hourly	22.62	23.22	23.87	24.54	25.19	25.86				
	Bi-Weekly	1,583.40	1,625.40	1,670.90	1,717.80	1,763.30	1,810.20				
	Annual	41,326.74	42,422.94	43,610.49	44,834.58	46,022.13	47,246.22				
AY4	Hourly	25.37	26.07	26.70	27.38	28.18	28.92				
	Bi-Weekly	1,775.90	1,824.90	1,869.00	1,916.60	1,972.60	2,024.40				
	Annual	46,350.99	47,629.89	48,780.90	50,023.26	51,484.86	52,836.84				
AK1	Hourly	23.39	24.05	24.67	25.30	26.04	26.75				
	Bi-Weekly	1,637.30	1,683.50	1,726.90	1,771.00	1,822.80	1,872.50				
	Annual	42,733.53	43,939.35	45,072.09	46,223.10	47,575.08	48,872.25				

CL2	Hourly	18.65	19.12	19.61	20.17	20.69	21.28
	Bi-Weekly	1,305.50	1,338.40	1,372.70	1,411.90	1,448.30	1,489.60
	Annual	34,073.55	34,932.24	35,827.47	36,850.59	37,800.63	38,878.56
CL3	Hourly	22.66	23.25	23.89	24.57	25.22	26.02
	Bi-Weekly	1,586.20	1,627.50	1,672.30	1,719.90	1,765.40	1,821.40
	Annual	41,399.82	42,477.75	43,647.03	44,889.39	46,076.94	47,538.54
CL4	Hourly	26.63	27.27	28.00	28.70	29.51	30.33
	Bi-Weekly	1,864.10	1,908.90	1,960.00	2,009.00	2,065.70	2,123.10
	Annual	48,653.01	49,822.29	51,156.00	52,434.90	53,914.77	55,412.91