

Collective Agreement

between

**The Province of Manitoba for employees of the
Office of the Ombudsman**

and

The Manitoba Government and General Employees Union

Local 457

June 30, 2021 to March 19, 2027

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All provisions to be effective the first day of the biweekly pay period following the signing of the first collective agreement, except where specifically noted otherwise.

Article 1 Interpretation

- 1:01** In this Agreement, unless the context otherwise requires, the expressions listed have the following meanings.
- 1:02** “Accumulated Service” means the equivalent length of service acquired by the employee in accordance with the following:
- (a) accumulated service is calculated based on all hours for which an employee has received regular pay. This includes regular hours worked and approved leaves of absence from the Office of the Ombudsman 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 equals 1885 hours of accumulated service based on a regular work day of seven and one-quarter (7 ¼) hours;
 - (e) an employee can only receive a maximum of one (1) year of accumulated service in any twelve (12) month period.
- 1:03** “Agreement” means this agreement which may be referred to as “the collective agreement” or “this agreement”.
- 1:04** “Authorized Overtime” shall mean overtime authorized by the Employing Authority and where the term “overtime” is used in this Agreement, it shall mean “authorized overtime”.

- 1:05** “Calendar Service” means the length of continuous service from the employee’s most recent date of hire with the Office of the Ombudsman to the present. Periods of lay-off, while not affecting the continuity of service, are not included in the calculation of calendar service.
- 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 the Office of the Ombudsman 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** “Employing Authority” means the Ombudsman.
- 1:11** “Employer” means the Government of Manitoba.
- 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 schedules.
- 1:13** “Increment” means the amount per annum provided as a rate of increase in the applicable salary payable to any eligible employee, which unless the context of the relevant approved pay range otherwise clearly indicates, may be granted annually on the applicable anniversary dates.
- 1:14** “Lay Off” means to temporarily remove from a position of employment subject to the employee retaining such rights as set out under this Agreement.

- 1:15** “Part Time Employee” means an employee who normally works less than the full normal daily, weekly or monthly hours, as the case may be, and whose work follows an ongoing, predetermined schedule of work on a regular and recurring basis.
- 1:16** “Position” means a position of employment with the Office of the Ombudsman.
- 1:17** “Promotion” means a change of employment from one (1) position to another having a higher maximum salary.
- 1:18** “Regular Employee” means an employee who carries out and occupies a continuing function in the Office of the Ombudsman and who has all the rights and privileges of permanent status.
- 1:19** “The Office” means the Office of the Ombudsman.
- 1:20** “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.
- 1:21** “Union” means the Manitoba Government and General Employees' Union.

Article 2 Duration Of Agreement

- 2:01** This Agreement shall become effective from and including June 30, 2021 and shall continue in effect up to and including March 19, 2027 and shall remain in force and effect from year to year thereafter unless written notice to negotiate a renewal, or revision and renewal is given by either party at least forty five (45) days prior to but not more than one hundred and eighty (180) days prior to the expiry date hereof. During the period required to negotiate a renewal, or revision and renewal of this Agreement, this Agreement shall remain in full force and effect without change.
- 2:02** Where notice for revision and renewal of this Agreement is given under Section :01, the parties agree to exchange proposals for the revision of the Agreement no later than thirty (30) calendar days prior to the expiry date of

the Agreement. The parties shall, within twenty (20) working days following receipt of the specific proposals for revision to the Agreement, commence collective bargaining. These time limits may be changed by mutual agreement between the parties hereto.

2:03 All provisions of this first collective agreement are effective the first bi-weekly pay period following the date of signing of this Agreement, unless otherwise specified. This provision shall expire at the expiry of this first collective agreement, at which point 2:04 shall become effective.

2:04 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 of this Agreement unless otherwise specified.

Article 3 Amendment to the Salary Schedule

3:01 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.

3:02 If it is necessary for the purpose of recruitment or retention to effect an upward adjustment to the pay range of an established classification, the Employer shall consult with the Union and may amend the salary schedule to give effect to the required change. In no case shall such pay range be less than that already existing for the classification.

Article 4 Application Of Agreement

4:01 The terms of this Agreement shall apply as herein stated to:

- (a) persons employed on a full-time/part-time regular basis in the Office appointed in virtue of and under Section 9(3) of The Ombudsman Act;

- 4:02** The terms of this Agreement shall not apply to:
- (a) incumbents of the positions set forth in Appendix A attached hereto; and
 - (b) any Government employee represented by a recognized bargaining agent and covered by another collective agreement other than the Office's Collective Agreement; and
 - (c) students hired under the provisions of the Student Temporary Employment Program (S.T.E.P); and
 - (d) students who are working in the Office, whether paid or not paid, who are participating in a co-operative (co-op) placement and/or internships as part of their post-secondary education or otherwise; and
 - (e) temporary staff.

Article 5 No Discrimination

5:01 The parties hereto agree that there shall be no discrimination, harassment, coercion or interference exercised or practiced with respect to any employee by reason of age, sex, marital status, sexual orientation, race, creed, colour, ethnic or national origin, physical disability, political or religious affiliation or membership in the Union or activities in the Union or any other applicable characteristic as set out in the Manitoba Human Rights Code.

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

5:02 All pay and benefit provisions in the Agreement have been negotiated with the specific understanding that the provisions are not discriminatory. Should it be found that a discriminatory effect exists, the parties shall meet to negotiate new language with a view as to the remedy of the discriminatory effect.

Article 6 Management Rights

- 6:01** All the functions, rights, personnel pay practices, powers and authority which the Government and the Office have not specifically abridged, delegated or modified by this Agreement are recognized by the Union as being retained by the Government and the Office.
- 6:02** In administering this Agreement, the Government and the Office shall act reasonably, fairly, in good faith, and in a manner consistent with the Agreement as a whole.

Article 7 Pay

- 7:01** An employee, other than an employee paid on an hourly or daily basis who does not work every working day in a biweekly pay period and by reason thereof is not entitled to be paid an amount equal to a biweekly salary is entitled to be paid an amount equal to the daily rate of pay for the employee's position at the employee's step multiplied by a number comprising the number of days actually worked in that period plus any leaves with pay in that period for which the employee is eligible. The daily rate of pay shall be calculated by multiplying the hourly rate of pay by the number of hours in a normal working day and rounding the result to the nearest cent. The biweekly salary shall be calculated by multiplying the hourly rate of pay by the normal number of hours in a biweekly pay period and rounding to the nearest cent.
- 7:02** Where an employee is promoted to another position, the employee shall be paid at a rate of pay set out for that position in the salary schedule that is, if possible, one (1) full increment more than the rate of pay the employee was being paid in the employee's former position.

Article 8 Retroactive Wages

- 8:01** Retroactive pay adjustments for the period between the expiration of the previous agreement and the date of the signing of this Agreement shall apply to:

- (a) employees who are in the employ of the Office on the date of the signing of this Agreement;
- (b) employees who have left the Office during the above mentioned period but who have retired in accordance with the provisions of The Civil Service Superannuation Act or who have died in service;
- (c) employees who have left the Office during the above mentioned period by reason of being laid off by the Employing Authority;
- (d) term employees terminated at the end of a specific term of employment or after the completion of the specific job for which they were employed.

8:02 Retroactive pay adjustments for the period between the expiration of the previous Agreement and the date of signing of this Agreement shall be made to employees who have voluntarily terminated their services (resigned). For certainty this Article is not applicable to employees who resign as a result of a negotiated separation agreement between the Office and the Union.

Article 9 Recruitment And Appointment

9:01 Vacant or new positions in the bargaining unit may be filled in a manner determined by the Office, taking into consideration:

- (a) whenever possible and in the public interest, by promotion from within the office;
- (b) when in the public interest, by external competition.

9:02 Where a vacant or new position is to be filled through competition, a bulletin shall be posted for a minimum of ten (10) calendar days.

9:03 The bulletin shall state the closing date for applications, the location of the position, the classification, the duties and responsibilities of the position, the qualifications required and the salary range.

- 9:04** The selection of employees for vacant or new positions shall be on the basis of qualifications, ability, and prior work performance. Where qualifications, ability and prior work performance are relatively equal, seniority shall be the determining factor.

Article 10 Independent Medical Examinations

- 10:01** An examination by a duly qualified medical practitioner acceptable to the Employing Authority is required for any employee in respect of whom the Employing Authority, in writing, requires an independent physical examination and/or psychiatric examination.
- 10:02** A duly qualified medical practitioner giving a psychiatric or physical examination shall complete medical forms or respond to requests for medical information required by the Employing Authority.
- 10:03** The cost of any examination referred to in Section :01 will be paid by the Employing Authority.
- 10:04** The provisions of this Article are not for the purposes of general medical information to access sick leave provisions in accordance with Article 27 – Sick Leave.
- 10:05** The provisions of this article are not for the purposes of medical information which an employee is responsible for providing to the Employing Authority in the course of a reasonable medical accommodation.

Article 11 Probation And Assessment

- 11:01** Every newly hired employee to the Office shall be on probation for a period of six (6) months.
- 11:02** An employee's probation period may be extended by the Employing Authority or designate. Such extension may be for a maximum period of six (6) months. In the event of a lengthy absence for any purpose, except vacation leave, during the probation period, the Employing Authority may

extend the probation period for longer than twelve (12) consecutive months. The total time spent on probation while at work, however, shall in no instance exceed twelve (12) months.

- 11:03** An employee shall be notified in writing of any extension of the probation period under Section :02 prior to the expiry of the probation period. A meeting may be held with the employee to discuss the extension. The employee has the option to have a representative present.
- 11:04** An employee's probation period of six (6) months plus any extension shall be considered the probation period. This probation period shall not exceed twelve (12) months except as outlined in :02.
- 11:05** An employee who is rejected during the probation period may grieve the rejection at Step 2 of the grievance procedure within fifteen (15) working days from the date the employee received notice of the rejection. The Employing Authority or designate shall hold a hearing to discuss the grievance with the employee and the employee's representative. The decision at Step 2 shall be final for such grievances and shall not be appealable in any other venue nor shall it be arbitrable.
- 11:06** An employee who is being rejected during the employee's probation period shall be provided with two (2) weeks' notice or payment in lieu thereof.
- 11:07** Every employee promoted to a position within the Office shall complete an assessment period of six (6) months. The purpose of the assessment period is to assess whether the employee is able to perform the duties and functions of the position.
- 11:08** An employee's assessment period may be extended by the Employing Authority or designate. Such extension may be for a maximum of six (6) months. An employee shall be notified in writing of any extension of the assessment period under :09 prior to the expiry of the assessment period. A meeting shall be held with the employee to discuss the extension at the request of the employee. The employee has the option to have a representative present.

- 11:09** In the event of a lengthy absence for any purpose, except for vacation leave, during the assessment period, the Employing Authority may extend the assessment period for longer than twelve (12) consecutive months. The total time spent in the assessment period while at work, however, shall in no instance exceed twelve (12) months. This will allow the full period in which to evaluate the employee.
- 11:10** Where an employee has been rejected during the assessment period following a promotion, upon such rejection the Employing Authority will attempt to relocate the employee to the employee's former position or to a position comparable to the former position. Where the employee's former position has been filled, the employee in the former position may be laid off in accordance with The Employment Standards Code.
- 11:11** An employee shall not be required to serve a further assessment period when:
- (a) the employee is promoted without competition as a result of reclassification of the employee's position;
 - (b) the Employer initiates the transfer or demotion of an employee from one (1) position to another for any reason.
- 11:12** The rejection of an employee on assessment period is neither appealable nor arbitrable.
- 11:13** An employee who is temporarily appointed to another position on an acting basis is not considered to be on an assessment period. 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 assessment period.

Article 12 Conduct Of Employees

- 12:01** Each employee shall observe standards of behaviour consistent with the employee's function and role as an employee of the Office and in compliance with the terms of this Agreement.

12:02 Where an employee is absent without leave for a period of two (2) weeks, the employee shall be considered to have abandoned their position and shall be deemed to have been terminated on the last day on which the employee was present at work and performed the employee's regular duties.

12:03 Where an employee is habitually late or is absent during working hours without leave and fails to give satisfactory explanation for the lateness or absence, the Employing Authority may take such disciplinary action, including suspension or dismissal, as is warranted.

Article 13 Performance Appraisal

13:01 Where a formal assessment of an employee's performance is made, the employee concerned shall be given an opportunity to sign the assessment form upon its completion to indicate that its contents have been read. Employees shall have the right to place their own comments on the form where such space is provided or to append their comments to the form where no space is provided. An employee shall, upon request, receive a copy of the assessment.

Article 14 Merit Increases

14:01 “Merit Increase” means an increase in the rate of pay of an employee within the employee's pay range which may be granted in recognition of satisfactory service on the employee's anniversary date.

14:02 Subject to Section :03, anniversary dates for employees will be as follows:

- (a) Employees hired on or after the 2nd of a month will have their anniversary date on the first of the month which follows the date on which the employee is employed in a position with the Office of the Ombudsman.
- (b) Employees hired on the 1st day of a month will have their anniversary date as the 1st day of their month of hire, except where the 1st is a

statutory holiday, in which case their anniversary date will be on the first of the month which follows.

- 14:03** The anniversary date for an employee receiving a promotion or a transfer resulting in a pay increase equivalent to two or more merit increases shall become the first day of the month that falls on or after the effective date of the promotion or transfer of the employee and the employee shall be eligible for the employee's next merit increase twelve (12) months from the anniversary date established in accordance with this Section.
- 14:04** Where the pay range for an employee's classification permits, an employee shall be eligible for a merit increase twelve (12) months from the employee's anniversary date established in accordance with this Article provided the employee has accumulated 1,008 regular hours of work during that twelve (12) month period. If an employee has not accumulated 1,008 regular hours during that twelve (12) month period and as a result has not received a merit increase, the employee is eligible for a merit increase at the employee's next subsequent anniversary date twelve (12) months hence provided the employee has accumulated 1,008 regular hours during the preceding twenty-four (24) month period. In a similar manner, an employee who has not accumulated 1,008 regular hours over the preceding twenty-four (24) month period is eligible for a merit increase at the employee's next anniversary date following the accumulation of 1,008 regular hours.
- 14:05** Where an employee has been on maternity leave and/or parental leave and as a result of such leave(s) fails to be eligible for a merit increase under Section :04, the employee will be eligible for a merit increase on the first of the month following the date on which the employee accumulates the necessary regular hours of work. The effective date of the increase shall be the first day of the biweekly pay period which includes the first of the month.
- 14:06** Notwithstanding that an employee is appointed to a position at a salary rate higher than the minimum salary applicable to the position, the employee is eligible for a merit increase on the employee's anniversary date.

- 14:07** The effective date for an employee's merit increase shall be the first day of the biweekly pay period which includes the employee's anniversary date. An employee must be in the classification on the employee's anniversary date in order that the merit increase shall take effect at the beginning of the biweekly period that includes the said anniversary date.
- 14:08** Where a merit increase is not granted to an employee on the employee's anniversary date:
- (a) the employee shall be notified of the merit increase denial on or before the applicable anniversary date. The employee shall be provided in writing with the reasons the merit increase was denied;
 - (b) the merit increase may be granted to the employee on any subsequent monthly anniversary date which is not less than three (3) months from the employee's anniversary date. The effective date for such a merit increase shall be the first day of the biweekly pay period which includes the subsequent monthly anniversary date referred to;
 - (c) the employee may file a grievance at Step 1 of the grievance procedure. No grievance may be initiated where a merit increase is not granted to an employee under Subsection :08(b);
 - (d) the employee is eligible for a merit increase at the employee's next anniversary date notwithstanding that the employee was granted a merit increase under Subsection :08(b).
- 14:09** Employees who qualify for a merit increase under Article 14 or Section 4:11 of Appendix "B", and who meet the following criteria shall be eligible for the Long Service Step identified in the pay plan for each classification:
- (a) twenty (20) or more years of calendar service; and
 - (b) the employee has been at the maximum step of their pay range for a minimum of 12 consecutive months.

14:10 Effective March 24, 2024, employees who meet the following criteria shall be eligible for the 25-year Long Service Step identified in the pay plan for each classification:

- (a) Twenty-five (25) or more years of calendar service; and
- (b) The employee has been at the 20-year long service step for a minimum of 12 consecutive months.
- (c) Eligibility for the 25-year long service step is subject to Article 14 – Merit Increases

Employees who do not meet the above criteria in Article 14 on March 23, 2024 shall be eligible for the 25 year long service step on the employee's anniversary date in which the employee meets both conditions (a) and (b) outlined in Article 14:10 above.

Article 15 Hours of Work

- 15:01** The Parties acknowledge the professional nature of the work undertaken by the Office and acknowledge the need to provide client-focused services. Given the nature of this work, the Parties acknowledge the need to maintain accessibility and services, including special outreach programs.
- 15:02** The earliest starting time is 7:30am, the latest finishing time is 6:00pm. The regular work week shall be Monday to Friday, inclusive.
- 15:03** Employees shall work with their manager to establish start and end times. Where mutual agreement is not achieved, the Employing Authority shall have the final determination.
- 15:04** Where the Employing Authority or designate recognize the need for work outside the hours as outlined in Article 15:02, and with approval of the Employing Authority or designate, the employee may shift their hours of work on an ad-hoc basis. The daily work requirement in such circumstances remains seven and one quarter (7 ¼) hours.

- 15:05** Variations in employees' hours of work, subject to approval of the Employing Authority or designate, may occur.
- 15:06** Service to the public must not be downgraded by the change in hours.
- 15:07** Employees must work thirty-six and one-quarter (36 ¼) hours per week, seven and one quarter (7 ¼) hours per day exclusive of an unpaid forty-five (45) minute lunch period.
- 15:08** Employees are entitled to two (2) paid rest periods of fifteen (15) minutes each per day at such time as may be specified by the Employing Authority or designate.

Article 16 Disciplinary Action

- 16:01** An employee shall only be disciplined for just cause.
- 16:02** Where the Employing Authority or designate schedules an investigatory meeting regarding an employee's conduct, the Employing Authority or designate shall advise the employee that their conduct is the subject of the investigation. The employee will be provided with reasonable notice of the meeting and advised of their right to have a Union representative attend the meeting. It is the employee's responsibility to arrange attendance by a representative of the Union.
- 16:03** Where a meeting is scheduled by the Employing Authority or designate to impose disciplinary action, the employee shall be advised that the meeting is a disciplinary meeting and shall be provided with reasonable notice of the meeting. The employee shall be advised that they have the right to have a Union representative at the meeting. It is the employee's responsibility to arrange attendance by a representative of the Union.
- 16:04** Where the Employing Authority or designate issues disciplinary action in writing, the Employing Authority or designate shall normally meet with the employee to communicate the areas of concern and the remedial action expected. Where the written disciplinary action is provided to the employee in

a meeting, the employee shall sign a copy of the document only to confirm receipt of the disciplinary action. All disciplinary actions which are confirmed in writing shall be placed on the employee's file. A copy of the disciplinary action shall also be provided to the employee.

16:05 An employee may grieve any disciplinary action according to the grievance procedure.

Grievances concerning demotion, suspension or dismissal shall be initiated at Step 2 of the grievance procedure.

16:06 The person or Board to whom a grievance is made may:

- (a) uphold the disciplinary action; or
- (b) vary the disciplinary action; or
- (c) determine that no disciplinary action is warranted and remove any document pertaining to the disciplinary action from the employee's file(s).

16:07 No notice or payment in lieu thereof is required where an employee is dismissed.

Article 17 Term Employees

17:01 "Term Employee" means an employee hired for a specific term of employment in a vacant FTE (Full-time Equivalent) or to replace an employee who is away for any reason.

17:02 When a term employee is employed in the same position and performing the same duties for twenty-four (24) continuous months, the Employer will convert the employee to regular status, where all of the following considerations permit:

1. Organizational requirements

2. Availability of a vacant position at the same classification the employee held during the term
3. Employee performance
4. Employee attendance

17:03 The parties understand that this does not limit the ability of the Employing Authority from converting a term employee to regular status prior to twenty-four (24) continuous months, taking into consideration the foregoing considerations.

17:04 Where there is more than one (1) term employee who are in the same classification and performing the same duties and the Employing Authority is prepared to fill a vacant regular position that is the same classification as the term employees by converting a term employee to regular status, seniority shall be the determining factor subject to the foregoing considerations and requisite education and abilities.

17:05 The parties expressly acknowledge that it may not always be possible to convert a term employee to regular status.

Article 18 Temporary Staff

18:01 The parties acknowledge temporary staff may be required on an as-needed basis where:

- (a) A specialized skill set is necessary which the Employing Authority determines does not exist within the Office, or
- (b) The Employing Authority determines there is a need for additional resources on a time-limited and project-based basis.
- (c) The Union will be notified when temporary staff are hired, along with the duration and scope of the work assignment.
- (d) The Employing Authority will discuss with the Union if there is a change in the scope of work assignment or duration of the temporary worker.

18:02 Temporary staff shall not be directly appointed to a term or regular position.

Article 19 Contracting Out

19:01 Where work is to be contracted out which would result in the redundancy of employees in the bargaining unit, then the Office will provide the Union with four (4) months' notice.

19:02 During the notice period, the Labour Management Committee shall meet to discuss the reasons and possible alternatives to the proposed contracting out.

19:03 At the request to either party, the matter shall be discussed at Labour Management.

Article 20 Transfer Of Services Due To Mandate Change

20:01 In the event of transfer of services provided by employees covered by this Agreement to another entity the Union shall be notified insofar as possible, where such transfer will result in a transfer of employees, no less than four (4) months prior to the transfer of employees. The parties will establish a joint committee to facilitate the orderly transfer of employees who are impacted.

20:02 Where the successorship provisions of The Labour Relations Act have been determined to apply, the provisions of this agreement continue in effect for the affected employees until the expiry of the Agreement.

20:03 The office and the Union will work together with the successor Employer to negotiate a transition agreement respecting the administration and interpretation of this Agreement during the period required to negotiate a new collective agreement.

Article 21 Technological Change

- 21:01** The Employing Authority and the Union recognize that technological change can offer significant improvements in the quality and quantity of Government services provided to the public.
- 21:02** For purposes of this Article, “technological change” means the introduction of equipment or material into the Office operations which is likely to affect the security of employment of regular employees who are employed on a full time, year round basis.
- 21:03** The Office agrees that it will endeavour to introduce technological change in a manner which, as much as is practicable, will minimize the disruptive effects on services to the public and employees.
- 21:04** Where the Office intends to introduce technological change, the following procedure will be followed:
- (a) the Employing Authority will provide the Union with ninety (90) calendar days’ notice prior to the date the change is to be effective;
 - (b) during this period, the parties will meet to discuss the steps to be taken to assist the employees who could be affected;
 - (c) where retraining is to be provided, it shall be provided during the employees' normal working hours except where the retraining is not available during the employees’ normal working hours;
- 21:05** The provisions of this Article are intended to assist employees affected by technological change and Sections 83, 84 and 85 of The Labour Relations Act do not apply during the term of this Agreement.

Article 22 Change Of Work Headquarters

- 22:01** Where, as a result of a reorganization an employee's work headquarters is moved from one (1) city or town to another city or town requiring a change of residence by the employee, the employee shall be given notice of the move

three (3) months in advance of the date upon which the move of the employee is to be effected. Such notice shall be provided in writing to the employee by the Employing Authority.

- 22:02** An employee must accept or reject relocation within four (4) weeks. Where an employee has accepted relocation, the employee may request that the effective date of the relocation be deferred by up to one (1) month for personal reasons such as the impact on school-age children.
- 22:03** An employee with one (1) or more years of continuous service who is unable to relocate shall be subject to lay-off and if the employee has not been offered another suitable position within one year from the date of lay-off, the employee shall be permanently laid-off and shall be eligible for severance pay in accordance with Article 24 – Severance Pay. “Suitable position” means a position for which the employee is reasonably qualified and able to perform and which is in a location that would not require a change of residence by the employee. Should an employee refuse an offer of a suitable position, the employee shall be permanently laid-off and no severance pay shall be paid.
- 22:04** Where an employee with less than one (1) year of calendar service is unable to relocate, the employee shall be subject to lay off in accordance with the Employment Standards Code.
- 22:05** Where an employee has accepted relocation involving a change in residence by the employee, the employee shall be reimbursed for expenses incurred due to the relocation in accordance with the General Manual of Administration.

Article 23 Lay-Off

- 23:01** Where by reason of a shortage of work or funds, or the abolition of a position or material changes in duties or organization, the Employing Authority determines that a lay off(s) is/are necessary, the Employing Authority may lay off staff.
- 23:02** Reverse seniority will apply, where possible, when there are two or more employees in an affected function. This is subject to the requirement that

employees who are retained must have the qualifications and ability to perform the duties which the remaining employees will be required to perform.

- 23:03** Where the Employing Authority lays-off a regular employee, the employee shall be given four (4) weeks' written notice, or in the absence of such notice, payment in lieu of notice.
- 23:04** A term employee who is laid off before the end of a term of employment or completion of a job for which the employee was hired shall be given the following notice:
- (a) where the employee has completed less than one (1) year of continuous service, the employee shall be given two (2) weeks' written notice before the lay-off or payment in lieu of notice;
 - (b) where the employee has completed one (1) more years of continuous service, the employee shall be given four (4) weeks' written notice before the lay-off date or payment in lieu of notice.
- 23:05** Where a term employee is being laid-off at the end of a specific term of employment or after completion of a job for which the employee was specifically employed, no notice of lay-off is required.
- 23:06** Employees who are laid off shall be placed on a re-employment list for the Office which shall be maintained by the Office for a period of twenty-four (24) months from the effective date of the lay-off and shall be called back in the reverse order of lay-off for the classification which the employee was laid off.
- 23:07** The following provisions apply to an employee on a re-employment list:
- (a) employees may be offered re-employment to other positions within the Office;
 - (b) employees placed on a list must report changes of address without delay to the Employing Authority;

- (c) an employee who accepts another position may be placed on a trial period of six (6) months or such period determined by the Office as appropriate and, where found to be unsuitable by the Employing Authority during this trial period, the employee must be returned to the re-employment list for the remainder of the total period for which the employee is required to be listed;
- (d) an employee must, if called back or provided a reasonable re-employment opportunity, respond to the call-back or reasonable re-employment opportunity within seven (7) calendar days. Where an employee fails to respond within seven (7) calendar days shall be deemed to have resigned;
- (e) an employee must return to work within fourteen (14) calendar days, or the first working day thereafter in the case of weekends, of being notified of the call-back or reasonable re-employment opportunity, or such other date as may be agreed to between the employee and the Employing Authority.
- (f) an employee must accept a call-back or reasonable re-employment opportunity in accordance with this section or be deemed to have resigned.

23:08 If a regular employee accepts a term position as a result of re-employment, the employee maintains their status as a regular employee during the term and, on the expiry of the term, is to be:

- (a) placed back on the re-employment list, if it has been less than twenty-four (24) months since the effective date of the employee's lay-off; or
- (b) permanently laid off, in any other case.

23:09 In this section:

- (a) "classification seniority" means the length of continuous service in the position classification.

- (b) “reasonable re-employment opportunity” means a position within the Office for which the employee is reasonably qualified and able to perform and which is in a location that would not require a change of residency by the employee.
- (c) “regular employee” means a regular employee employed on a full-time or part-time basis.

23:10 The Union will be provided a copy of lay off notices issued to:

- (a) regular employees;
- (b) term employees with two (2) or more years of seniority.

Article 24 Severance Pay

24:01 Employees with nine (9) or more years of accumulated service, whose services are terminated as a result of retirement in accordance with the provisions of The Civil Service Superannuation Act, or where the employees die, the estate of the employee, shall be paid severance pay in the amount of one (1) weeks’ pay for each complete year of accumulated service or portion of a year, but, subject to 24:03, the total amount of severance pay shall not exceed fifteen (15) weeks’ pay.

Example: 10 years, 8 months of accumulated service equals 10.67 years of accumulated service for purposes of calculation.

24:02 Where an employee in their ninth (9th) year of accumulated service fails to complete nine years’ of accumulated service as a result of retirement in accordance with The Civil Service Superannuation Act, or death, the employee shall be paid, or where the employee dies, the estate of the employee shall be paid severance pay on the basis of nine (9) weeks’ pay multiplied by the portion of one (1) year of accumulated service which the employee has acquired in the employee’s ninth (9th) year of accumulated service.

- 24:03** An employee who retires, as a result of retirement in accordance with The Civil Service Superannuation Act, is entitled to fifteen (15) weeks' severance paid under section :01 is entitled to an additional severance pay equal to two (2) weeks' pay for every five (5) years of accumulated service in excess of fifteen (15) years, but the total additional severance pay shall not exceed eight (8) weeks' pay.
- 24:04** Employees with one or more years of accumulated service whose services are terminated as a result of permanent lay-off shall be paid severance pay in the amount of one (1) weeks' pay for each complete year of accumulated service or portion thereof, but the total amount of severance pay shall not exceed twenty-six (26) weeks' pay.
- 24:05** Where an employee is in their first year of accumulated service fails to complete one (1) year's accumulated service as a result of permanent lay-off, the employee shall be paid severance on the basis of one week's pay multiplied by the factor of the number of complete months of service completed in the employee's first year divided by a factor of twelve (12).
- 24:06** The rate of pay referred to in this section shall be determined on the basis of the last regular bi-weekly rate of pay, excluding any allowances, that was in effect for the employee at the time of retirement, permanent lay-off, or death.
- 24:07** An employee who retires in accordance with The Civil Service Superannuation Act and is eligible for severance pay in accordance with this article, may elect to receive their severance pay under this section in two instalments payable at different times within the same fiscal year as the effective date of the retirement.

Article 25 Holidays

- 25:01** The following holidays shall be observed in the Office:
- New Year's Day Terry Fox Day

Louis Riel Day	Labour Day
Good Friday	National Day for Truth & Reconciliation
Easter Monday	Thanksgiving Day
Victoria Day	Remembrance Day
Canada Day	Christmas Day
	Boxing Day

Any other holiday proclaimed by Federal or Provincial Statute

Where any of the holidays fall on a Saturday or Sunday, the holiday shall be observed on the following Monday. Where holidays fall on both Saturday and Sunday, the holidays shall be observed on the following Monday and Tuesday.

25:02 When December 24th falls on a Monday through Friday, the following shall apply:

- (a) all of the Offices shall be closed at 1:00 p.m. in the afternoon;
- (b) where the Employing Authority requires an employee to work a full shift, the employee shall be entitled to one-half ($\frac{1}{2}$) day of compensatory leave to a maximum of four (4) hours;
- (c) the day shall be considered a full working day for calculation purposes. Example: an employee on vacation will be deducted one (1) day's vacation credit for the day.

25:03 An employee is entitled to the employee's regular pay for a holiday on which the employee does not work provided the employee:

- (a) did not fail to report for work after having been scheduled to work on the day of the holiday;
- (b) has not absented themselves from work without the consent of the Employing Authority on the regular working day immediately preceding

or following the holiday unless the absence is by reason of established illness.

- 25:04** If an employee who is not entitled to pay for a holiday that falls on a regular working day for reasons as outlined in Section :03(b) does work on the holiday, the employee shall be paid wages equivalent to one- and one-half times (1½x) the employee's regular rate for the time worked on that day.

Article 26 Vacation

- 26:01** For purposes of this Agreement, a vacation year is the period beginning on April 1 and ending on March 31 of the next year.
- 26:02** Vacation leave credits are calculated based on accumulated service. In addition, for purposes of calculation of vacation credits only, an employee shall be considered to have earned accumulated service in accordance with the following:
- (a) where an employee is absent due to injuries or disabilities for which compensation is paid under The Workers Compensation Act, vacation leave shall accumulate as if the employee were not absent, but the extent of such accumulation shall not continue beyond twelve (12) consecutive calendar months from the date the absence, related to the injury or disability, commenced;
 - (b) full-time employees will receive vacation credits during approved leaves of absence without pay up to a maximum of thirty-six and one-quarter (36 ¼) hours in a vacation year.
- 26:03** Under no circumstances can an employee earn more than the maximum vacation credits that can be accumulated in any vacation year; i.e. fifteen (15), twenty (20), twenty-five (25) or thirty (30) vacation credits per vacation year.
- 26:04** Employees shall earn vacation leave credits during each vacation year on the following basis:

- (a) employees who have completed less than two (2) calendar years of service, shall earn vacation credits at the rate of a maximum of fifteen (15) credits for 1,885 hours of accumulated service to be taken in the vacation year following the vacation year in which the vacation is earned;
- (b) commencing from the beginning of the vacation year in which two (2) calendar years of service will be completed, employees shall earn vacation credits at the rate of a maximum of twenty (20) credits for 1,885 hours of accumulated service to be taken in the vacation year in which three (3) calendar years of service are completed and yearly thereafter;
- (c) commencing from the beginning of the vacation year in which nine (9) calendar years of service will be completed, employees shall earn vacation credits at the rate of a maximum of twenty-five (25) credits for 1,885 hours of accumulated service to be taken in the vacation year in which ten (10) calendar years of service are completed and yearly thereafter;
- (d) commencing from the beginning of the vacation year in which nineteen (19) calendar years of service will be completed, employees shall earn vacation credits at the rate of a maximum of thirty (30) credits for 1,885 hours of accumulated service to be taken in the vacation year in which twenty (20) calendar years of service are completed and yearly thereafter;

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

- 26:05** To calculate the number of vacation hours an employee has earned in a vacation year:
- (a) determine the number of hours of accumulated service as determined in Section :02 that the employee has earned in a vacation year to a maximum of 1,885 hours;
 - (b) divide by 1,885;
 - (c) multiply by the employee's vacation leave credit accrual rate, i.e. fifteen (15), twenty (20), twenty-five (25), or thirty (30);
 - (d) multiply by the daily hours for the employee's classification, i.e. seven and one-quarter ($7\frac{1}{4}$) and round down to the nearest quarter ($\frac{1}{4}$) hour.

Example: An employee has 1215 hours of accumulated service in the vacation year, the employee's credit rate is fifteen (15) and the employee's classification is in a seven and one quarter ($7\frac{1}{4}$) hour day classification. $1215 \div 1885 \times 15 = 9.668 \times 7.25 = 70.093$ rounded down to 70.09 vacation hours eligible to be taken in the following vacation year.

- 26:06** Vacation credits do not accrue when an employee receives a vacation pay cash out in lieu of vacation time taken.
- 26:07** An employee shall accumulate vacation credits from the date of commencement of employment.
- 26:08**
- (a) Subject to Section :08(e) vacation leave shall be taken in the vacation year following the vacation year in which it is earned. However, with the approval of the Employing Authority, vacation that has been earned in a vacation year may be taken in that vacation year;
 - (b) Under no circumstances shall vacation leave be taken in advance of when it was earned;
 - (c) Where operational requirements permit, vacation leave may be taken subject to the approval of the Employing Authority;

- (d) The Employing Authority may authorize vacation to commence on any day;
- (e) The Employing Authority may authorize that vacation leave be carried forward to the next following year to supplement the vacation period in that year, but in no case will a vacation carry-over be allowed which comprises more than one (1) previous year's vacation entitlement;
- (f) The Employing Authority may authorize an employee to take vacation leave in two (2) or more periods;
- (g) The Employing Authority, if it finds it necessary, may require an employee to take vacation leave in two (2) or more periods. Normally any such periods shall not be less than one (1) week in length.

26:09 Where an employee dies, the employee's estate shall receive the employee's accumulated vacation credits.

26:10 Where the Employing Authority has been unable to schedule part or all of an employee's vacation within the vacation year and as a result finds it necessary to restrict the whole or part of the vacation leave of an employee, the Employing Authority may authorize payment in lieu of vacation. Such pay shall not be subject to deduction of pension fund contributions or life insurance contributions. An employee whose vacation leave has been restricted may request to the Employing Authority, in lieu of receiving such pay, to carry over such vacation leave to the following year. The decision of the Employing Authority is final and is neither grievable nor arbitrable.

26:11 Subject to the requirements of personnel, vacation leave shall be rotated regardless of seniority of employment.

Article 27 Sick Leave

27:01 It is agreed by both parties that earned sick leave entitlement shall be granted where an employee is unable to be at work and perform the employee's

regular duties as a result of illness or injury, subject to the provisions of this article.

- 27:02** The sick leave to which an employee is entitled shall accumulate:
- (a) during the first four (4) years of calendar service at the rate of 3.625 hours for each 72.5 hours of accumulated service; and
 - (b) after the first four (4) years of calendar service, at the rate of 7.25 hours for each 72.5 hours of accumulated service.
- 27:03** Sick leave with pay up to but not exceeding the net amount of entitlement will be paid to hourly paid employees based on the number of hours they normally would have been scheduled to work on the day they were absent on sick leave.
- 27:04** Subject to Sections :05 and :06, sick leave shall not accumulate beyond two hundred and eight (208) working days (1,508 hours).
- 27:05** An employee who has been absent on sick leave with pay, upon returning to work, shall continue to accumulate sick leave up to a maximum of two hundred and eight (208) working days (1,508 hours) in accordance with Section :02.
- 27:06** An employee shall accumulate sick leave credits from the date of commencement of employment.
- 27:07** Sick leave shall not be taken in advance of when it is earned.
- 27:08** Sick leave shall not accumulate during periods when an employee is absent on sick leave and/or absent on Workers Compensation for a period of more than ten (10) consecutive working days.
- 27:09** Where an employee is to be absent because of illness, the employee shall endeavour to notify the employee's immediate supervisor of the absence due to illness at least one hour (1) prior to and not more than thirty (30) minutes after the normal hour of beginning work.

- 27:10** An employee who has been absent because of sickness shall furnish, when requested by the Employing Authority or designate, at any time during or after this period of sickness, a medical certificate certifying that the employee is or was unable to be present at work because of the illness. Where an employee fails to produce a medical certificate acceptable to the Employing Authority or designate, the employee shall not be entitled to be paid for the period of absence.
- 27:11** Where an employee becomes ill during the period of the employee's scheduled annual vacation, the Employing Authority may grant sick leave and credit the employee with alternate days vacation equivalent to the number of days approved sick leave providing the illness is over three (3) days and may require hospitalization. The employee will be responsible to provide proof of illness and/or hospitalization satisfactory to the Employing Authority.
- 27:12** When an employee is unable to work and is in receipt of an income replacement indemnity (IRI) from the Manitoba Public Insurance (MPI) as a result of an injury incurred in a vehicle accident, the employee may elect to be paid an additional amount, which when combined with the IRI benefit, shall ensure the maintenance of net salary consistent as if they were in receipt of regular sick leave. Such additional amount shall be chargeable to the employee's sick leave credits accrued at the time the employee commenced receipt of the IRI and such additional payment shall be payable until the employee's accrued sick leave credits have been exhausted.
- 27:13** Time off for medical and dental examinations or treatments by physicians, dentists, nurse practitioners, physiotherapists and chiropractors, including reasonable travel time, shall be granted to employees and such time off shall be chargeable against the employees accumulated sick leave credits.

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

If the employee chooses a practitioner as noted above outside of their community, such time off with pay will be granted to a maximum of three (3) hours. Increased time may be considered by the Employing Authority or designate in extenuating circumstances on an individual basis.

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

Article 28 Addictions

28:01 The parties recognize that alcohol and drug misuse does occur and that such misuse has the potential to adversely affect an employee's work performance. Subject to the Employing Authority's approval, an employee will be granted sick leave to pursue treatment that involves time away from work for participation in residential, in-patient or out-patient services.

Article 29 Compassionate Leave

29:01 An employee shall be entitled to compassionate leave of four (4) working days without loss of salary in the event of the death of a parent, step-parent, spouse, child or step-child.

29:02 An employee shall be entitled to compassionate leave of three (3) working days without loss of salary in the event of the death of a brother, step-brother, sister, step-sister, ward of the employee, or relative permanently residing in the employee's household or with whom the employee permanently resides.

29:03 An employee shall be entitled to compassionate leave of one (1) working day without loss of salary in the event of the death of the employee's grandparent,

son in law, daughter in law, brother in law, sister in law, mother in law, father in law, aunt, uncle, or grandchild.

- 29:04** An employee who is entitled to compassionate leave under Sections :01, :02 and :03 during vacation leave shall receive vacation credits equal to the number of days of compassionate leave granted.
- 29:05** Provided an employee has not received compassionate leave for the death in question, the employee shall be entitled to compassionate leave up to a maximum of one (1) day without loss of salary for attending a funeral as a pallbearer.
- 29:06** An employee shall be entitled to additional compassionate or special leave up to a maximum of two (2) days without loss of salary, requested for the purpose of attending a funeral at a distance in excess of two hundred and twenty-five (225) kilometres from the employee's home.
- 29:07** An employee who is in travel status shall continue to receive regular salary for travel time to return to the employee's work headquarters, to a maximum of 7.25 hours, prior to commencing compassionate leave under this Article

Article 30 Workers Compensation

- 30:01** For employees who are on Workers Compensation and who have sufficient sick leave, it is the intention of the parties that the employee's net salary will be maintained as if they were in receipt of regular sick leave. If an employee is absent from work as a result of an injury for which a Worker's Compensation claim has been filed arising from employment with the Office of the Ombudsman, the following shall apply:
- (a) the employee will be paid as though on sick leave;
 - (b) if the employee's Workers Compensation claim is approved:
 - (i) the employee will be re-credited with ninety percent (90%) of the sick leave granted while awaiting approval;

- (ii) any amounts payable to the employee from Workers Compensation shall be remitted directly to the Government;
 - (iii) the employee will remain in receipt of regular sick leave, and ten percent (10%) of the employee's absence period shall be chargeable to the employee's sick leave credits for the duration of the Worker's Compensation claim or until the employee's accrued sick leave credits have been exhausted;
- (c) if the employee's Workers Compensation claim is not approved, then 100% of the absences shall be charged to the employee's accumulated sick leave credits and, if the amount of salary paid exceeds the sick leave credits, resulting in an overpayment, the Employing Authority can recover that overpayment through payroll deductions, and will provide the employee with a written statement indicating the amount of the overpayment and details regarding recovery options. Other means of repayment may be agreed upon between the Employer and the employee.

30:02 Upon being advised that a Workers Compensation claim has been filed, the Employing Authority, or designate, shall provide the employee a written notice containing the following information:

- (a) advising the employee of the provisions of Article 30:01;
- (b) the amount of accumulated sick leave credits that the employee has in their sick leave bank at the time of the injury;
- (c) advising the employee that if the Worker's Compensation claim is not approved, that an overpayment may occur, which will be recovered by the Employer in accordance with the Financial Administration Manual directives;
- (d) advising the employee of the Long Term Disability Income Plan, and the claim procedure for eligibility thereof;

- (e) advising the employee of the Employment Insurance (EI) sickness benefit and the contact information of Service Canada.

- 30:03** Where an employee is absent due to injuries or disabilities for which compensation is paid under The Workers Compensation Act, vacation leave shall accumulate as if the employee were not absent, but the extent of such accumulation shall not continue beyond twelve (12) consecutive calendar months from the date the absence, related to the injury or disability, commenced.
- 30:04** Where an employee is injured on the job and is required to leave for medical treatment and/or is sent home by management due to the injury, the employee shall incur no loss in regular pay and benefits for the day on which the accident occurs.
- 30:05** Transportation to the nearest physician or hospital for employees requiring immediate medical care as a result of an on the job accident shall be provided by or at the expense of the Office of the Ombudsman if it is not covered by a medical plan.
- 30:06** Where an employee is in receipt of Workers Compensation as a result of an injury incurred in the course of the performance of the employee's duties and is absent from work as a result, such absence shall not be considered to be part of the employee's personal absenteeism record.

Article 31 Family Related Leave

- 31:01** An employee shall be entitled to up to five (5) days of leave with pay in each fiscal year to be granted on the recommendation of the Employing Authority as follows and charged against the employee's sick leave credits:
- (a) the leave shall be for the purpose of attending to family responsibilities which are real, immediate and unavoidable and which necessitate the employee's absence from work;

- (b) the family responsibilities of the employee could not reasonably be accommodated by some other person or in some other way or at some other time;
- (c) the amount of leave is intended to cover the period until appropriate alternative arrangements can be made.

31:02 An employee's sick leave accumulation under Article 27 – Sick Leave will not be reduced to less than twelve (12) days per year as a result of the application of this provision.

Article 32 Paternity Leave

32:01 An employee shall be granted one (1) day's leave with pay, to attend to needs directly related to the birth of their child. At the employee's option, such leave shall be granted on the day of, or the day following the birth of their child or the day of the birth mother's admission to or discharge from hospital or such other day as may be mutually agreed.

32:02 Employees who qualify for Paternity Leave, as per 32:01, are not eligible for Maternity Leave under Article 33 and/or Adoptive Parent Leave under Article 34.

Article 33 Maternity Leave

33:01 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

33:02 In order to qualify for Plan A, a pregnant employee must:

- (a) have completed seven (7) continuous months of employment for or with the Office;
- (b) submit to the Employing Authority an application in writing for leave under Plan A at least four (4) weeks before the day specified by them in

the application as the day on which the employee intends to commence such leave; and

- (c) provide the Employing Authority with a certificate of a duly qualified medical practitioner certifying that the employee is pregnant and specifying the estimated date of their delivery.

33:03 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) The Employing Authority may vary the length of maternity leave upon proper certification by the attending physician, and recommendation by the Employing Authority.

33:04 An employee who has been granted maternity leave shall be permitted to apply up to a maximum of five (5) days of their accumulated sick leave against the Employment Insurance waiting period.

An employee who has been granted maternity leave shall also be permitted to apply up to an additional five (5) days of their accumulated sick leave:

- (a) in the week immediately following the discontinuation of payments of Employment Insurance Maternity benefits if the employee does not receive Employment Insurance Parental Benefits; or
- (b) in the week immediately following the discontinuation of payments of Employment Insurance Parental benefits, if the employee receives

Employment Insurance Parental benefits immediately following the discontinuation of Employment Insurance Maternity benefits.

Should an employee not be required to serve any waiting period before the commencement of Employment Insurance benefits, they will be permitted to apply up to ten (10) days of their accumulated sick leave as in paragraph (a) or (b) above.

Should the employee not return to work following their 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

33:05 In order to qualify for Plan B a pregnant employee must:

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

- 33:06** An applicant for maternity leave under Plan B must sign an agreement with the Employing Authority providing that:
- (a) the employee will return to work and remain in the employ of the Office on a full time basis for at least six (6) months following their return to work; and
 - (b) if the employee does not take parental leave as provided in Article 35 - Parental Leave, the employee will return to work on the date of the expiry of their maternity leave; and
 - (c) if the employee does take parental leave as provided in Article 35 - Parental Leave, the employee will return to work on the date of the expiry of their parental leave; and
 - (d) should the employee fail to return to work as provided above, the employee is indebted to the Government for the full amount of pay received from the Government as a maternity allowance during their entire period of maternity leave.
 - (e) Should the employee return to work as provided above but fail to complete their return to service commitment, the employee is indebted to the Government for a pro-rated amount based on the number of months the employee has remaining on their return to service commitment, rounded to the nearest full week.
- 33:07** At the employee's request the Employing Authority may authorize an employee who has received maternity leave under Plan B to return to work on a part time basis for a period of twelve (12) months.
- 33:08** An employee who qualifies is entitled to a maternity leave consisting of:
- (a) a period not exceeding seventeen (17) weeks if delivery occurs on or before the date of delivery specified in the certificate mentioned in Subsection :05(c); or

- (b) a period of seventeen (17) weeks plus an additional period equal to the period between the date of delivery specified in the certificate mentioned in Subsection :05(c) and the actual date of delivery, if delivery occurs after the date mentioned in that certificate;
- (c) The Employing Authority may vary the length of maternity leave upon proper certification by the attending physician, and recommendation by the Employing Authority.

33:09 During the period of maternity leave, an employee who qualifies is entitled to a Supplement to Employment Insurance (EI) Maternity Benefits as follows:

- (a) an employee shall receive ninety-three percent (93%) of their weekly rate of pay during the one week Employment Insurance waiting period;
- (b) for up to a maximum of fifteen (15) additional weeks, payments equivalent to the difference between the Employment Insurance benefits the employee is eligible to receive and ninety-three percent (93%) of their weekly rate of pay;
- (c) for the week immediately following the discontinuation of payments of Employment Insurance Maternity benefits, an employee shall receive ninety-three percent (93%) of their weekly rate of pay provided the employee does not receive Employment Insurance Parental Benefits immediately following the exhaustion of the Employment Insurance Maternity Benefits.

If the employee receives Employment Insurance Parental Benefits immediately following the exhaustion of Employment Insurance Maternity Benefits, the employee shall receive ninety-three percent (93%) of their weekly rate of pay for the week immediately following the discontinuation of payments of Employment Insurance Parental Benefits.

Should an employee not be required to serve any waiting period before the commencement of Employment Insurance benefits, the benefits

under paragraph (a) above will be paid in the week following payment in paragraph (c).

(d) all other time as may be provided under Section :08 shall be on a leave without pay basis.

33:10 Plan B does not apply to term employees.

33:11 During the period of maternity leave, benefits will not accrue. However, the period of maternity leave will count as service towards eligibility for long service vacation and long service sick leave entitlement.

33:12 Where an employee's anniversary date falls during the period of maternity leave under Plan A or B, the employee shall be eligible to receive a merit increase effective the date upon which they return to their position of employment.

33:13 Section 57 and Sections 60(1) through 60(4) inclusive of the Employment Standards Code respecting maternity leave shall apply "mutatis mutandis".

Article 34 Adoptive Parent Leave

34:01 An employee shall be granted one (1) day's leave with pay to attend to needs directly related to the adoption of the child. At the employee's option such leave shall be granted on the day of or the day following the adoption or such other day as may be mutually agreed.

Article 35 Parental Leave

35:01 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.

35:02 An employee who qualifies under Section :01 must:

- (a) have completed seven (7) continuous months of employment; and
- (b) submit to the Employing Authority an application in writing for parental leave at least four (4) weeks before the day specified in the application as the day on which the employee intends to commence the leave.

35:03 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-three (63) weeks.

35:04 Subject to Section :05, parental leave must commence no later than seventy-eight (78) weeks 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.

35:05 Where an employee takes parental leave in addition to maternity leave, the employee must commence the parental leave immediately on expiry of the maternity leave without a return to work unless otherwise approved by the Employing Authority.

Article 36 Bridging Of Service

36:01 A regular employee who resigns as a result of the employee's decision to raise a dependent child or children, and is re-employed, upon written notification to the Employing Authority shall be credited with the length of service accumulated up to the time of resignation for the purposes of sick leave and long service vacation entitlement benefits as defined in this Agreement and based on service seniority. The following conditions shall apply:

- (a) the employee must have accumulated at least four (4) years of calendar service at the time of resigning;
- (b) the resignation itself must indicate the reason for resigning;
- (c) the break in service shall be for no longer than six (6) years, and during that time the employee must not have been engaged in remunerative employment for more than three (3) months;

- (d) the previous length of service shall not be reinstated until successful completion of the probationary period;
- (e) upon successful completion of the probationary period, the employee will be credited with the accumulated sick leave credits at the time of the resignation up to a maximum of twenty six (26) days of credits.

Article 37 Loss Or Damage to Personal Effects

37:01 Loss or damage to personal effects shall be in accordance with the General Manual of Administration.

Article 38 Remoteness Allowance

38:01 Remoteness Allowance shall be paid to eligible employees as provided for in the General Manual of Administration.

Article 39 Dental Plan

- 39:01** The parties agree to the continuation of the Dental Services Plan with the following changes:
- (a) The basis for payment for covered services shall be the Manitoba Dental Association (MDA) Fee Guide;
 - (b) The current MDA Fee Guide shall be in effect on April 1 of each year.
 - (c) Part-time employees are eligible for family coverage based on sixty percent (60%) of the annual maximum per claimant.

Article 40 Vision Care Plan

- 40:01** The parties agree to the continuation of the Vision Care Plan with the following changes:
- (a) The basis for payment for covered services shall be the 2009 Optometric or Ophthalmological Fee Guide;

- (b) The 2012 and 2013 Fee Guides will be implemented effective April 1 of each respective year;
- (c) Changes to the Dental plan respecting Maternity Leave and pro-rated family coverage for part-time employees will also apply to the Vision Care Plan;
- (d) Part-time employees are eligible for family coverage based on sixty percent (60%) of the annual maximum per claimant.

Article 41 Drug Plan

41:01 The parties agree to the continuation of the Drug Care plan as follows:

- (a) Eligibility requirements for employees and dependents are the same as the Dental Services Plan;
- (b) Effective April 1, 2023, the maximum payment per contract (family) to nine hundred dollars (\$900) per year;
- (c) Effective the first day of the bi-weekly pay period following the date of signing, part-time employees are eligible for family coverage based on sixty percent (60%) of the annual maximum per claimant.

Article 42 Ambulance And Hospital Semi Private Plan

42:01 The office agrees to the continuation of the Ambulance and Hospital Semi Private Plan (AHSP).

42:02 Effective the first day of the biweekly pay period following the date of signing of the collective agreement (note above exception on Drug Plan):

Dental

Increase maximum:

FT: from \$1475 to \$1650

PT: from \$738 to \$990**

Increase lifetime maximum for orthodontic services:

FT: from \$1675 to \$1850

PT: from \$838 to \$1110**

Vision

Increase maximum:

FT: from \$275 to \$375

PT: from \$137.50 to \$225**

Drug Plan

Increase maximum:

FT: from \$800 to \$900

PT: from \$400 to \$540**

Health Spending Account

FT: \$950

PT: \$570**

**Benefits for Part Time (PT) are amended from 50% of Full Time (FT) maximum to 60% of FT maximum

Article 43 Union Security

43:01 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.

- 43:02** The Government shall forward to the Union the amount of the dues deducted under Section :01 above on a biweekly basis per each applicable biweekly pay period system.
- 43:03** The Government shall provide the Union on a biweekly basis per each applicable biweekly pay period system, the names of the employee from whose wages dues have been deducted showing opposite each employee's name, the amount of dues deducted for that employee.
- 43:04** The Union agrees to indemnify and save the Office and Government harmless against any claim or liability arising out of the application of this Article except for any claim or liability arising out of an error committed by the Office and/or the Government.
- 43:05** Notwithstanding any other provision in this Agreement, the Office shall, not later than ninety (90) days preceding the expiry date of this Agreement, furnish in written form to the Union the following:
- (a) the name of each employee;
 - (b) the classification of each employee; and
 - (c) the current rate of pay of each employee.

Article 44 Union Business

- 44:01** Leave of absence to attend to Union business may be granted to employees under the following conditions:
- (a) requests for leave shall be made in writing by the Union by providing the employee with a letter of request. The employee shall submit the letter to the employee's supervisor or to the Employing Authority for approval. The Union will also provide a copy of the written request to the Director of Human Resources of the Legislative Assembly;
 - (b) requests for leave shall be made with at least ten (10) working days prior to the date(s) being requested for leave and may be granted where

operational requirements permit. Where special or unusual circumstances prevent ten (10) working days' notice being given, the request will be considered. No request will be unreasonably denied;

- (c) where such leave of absence has been granted the Union shall reimburse the Government one hundred percent (100%) of the wages and benefits paid to such employees during the approved absence.

44:02 For time spent with Government representatives during negotiations of the collective agreement, the Union will be allowed to have no more than two (2) employees present at each bargaining session on a time off with pay basis and cost recovery basis in accordance with 44:01 (c).

44:03 Prior to the commencement of negotiations, the Union shall supply the Government with a list of employee representatives. Dependent upon operational requirements, requested leave for such employees shall not be unreasonably denied and where so granted shall be on a cost recovery basis in accordance with 44:01 (c).

44:04 Subject to the mutual agreement of the parties, the total number of employees referred to in Section :02 above may be changed provided any additional employees are on leave without pay or on wage recovery as per Subsection :01(c).

44:05 Union staff members shall not visit employees at their place of work unless prior approval has been obtained from the Employing Authority or designate.

44:06 The Office agrees to allow the Union use of space on existing bulletin boards for the purpose of posting official Union information relating to business affairs, meetings, and social events provided the information does not contain anything that is adverse to the interests of the Employer. The Employing Authority or designate shall have the right to refuse to post or remove the posting of any information.

44:07 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 45 Rights Of Stewards

- 45:01** “Steward” means an employee elected or appointed by the Union who is authorized to represent the Union, an employee or both.
- 45:02** The Office recognizes the Union's right to select stewards to represent employees.
- 45:03** The Union shall determine the jurisdiction of each steward having regard to the plan of organization, the distribution of employees at the workplace, and the administrative structure implied by the grievance procedure.
- 45:04** The Union agrees to provide the Government and the Employing Authority with a list of stewards and any subsequent changes for each work location. The Union shall provide appropriate identification for stewards.
- 45:05** Stewards and employees shall not conduct Union business during their working time. except as provided in Article 44 – Union Business.
- 45:06** The duties of the stewards shall be to make inquiry regarding complaints of an urgent nature and to present grievances in accordance with the grievance procedure.
- 45:07** For complaints of an urgent nature, a steward shall first obtain the permission of the steward's immediate supervisor before leaving work to make inquiry of such complaint with the employee and supervisor concerned. Such permission shall not be unreasonably sought or withheld. On resuming the steward's normal duties, the steward shall notify the steward's supervisor.
- 45:08** When it is necessary for a steward to make inquiry of a complaint or grievance during working hours, no deduction in salary shall be made from the steward or employee concerned, provided that each has obtained approval from their supervisor(s) for the time required to deal with the

complaint or grievance. On resuming their duties, the steward and employee shall notify their supervisor(s).

Article 46 Grievance Procedure

46:01 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.

46:02 It is mutually agreed that an effort shall be made to resolve complaints through discussion before a written grievance is initiated. The aggrieved employee shall have the right to have a representative present at such a discussion.

46:03 A “grievance” is defined as a complaint in writing concerning:

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

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

46:04 Notwithstanding Section :03, an employee may complain or grieve on any unsatisfactory working condition up to and including Step 2 of the grievance procedure. The decision at Step 2 shall be final for such grievances.

46:05 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 Subsection :03(a). A group grievance shall be presented directly to the Employing Authority 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.

- 46:06** Where either party to this Agreement disputes the general application, interpretation or alleged violation of an Article of this Agreement, either party may initiate a policy grievance. Where such a grievance is initiated by the Union shall be presented to the Employing Authority. Where such a grievance is initiated by the Government or the Office it shall be presented to the President of the Manitoba Government and General Employees' Union. In all cases the grievance shall be presented within twenty (20) working days from the date of the action giving rise to the grievance.
- 46:07** Where the parties fail to resolve a grievance under Section :05 or :06, 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.
- 46:08** Notwithstanding Section :10, a grievance filed under Section :06 shall not require the signature of an employee.
- 46:09** If an employee or the Union fails to initiate or process a grievance within the prescribed time limits, the grievance will be deemed to be abandoned and all rights of recourse to the grievance procedure for that particular grievance shall be at an end. If Management fails to reply to a grievance within the prescribed time limits, the employee or the Union may process the grievance to the next step. Either party may request an extension of the time limits providing such extension is requested prior to the expiry of the time allowed. An extension, if requested, shall not be unreasonably withheld.
- 46:10** Wherever possible, the grievance shall be presented on the Official Grievance Form. A written description of the nature of the grievance and the redress requested shall be sufficiently clear and if the grievance relates to an Article of the Agreement, such Article shall be so stated in the grievance. The grievance shall be signed by the employee and may be clarified at any step providing its

substance is not changed. A form authorizing the Union to act on the employee's behalf will accompany the grievance. 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.

46:11 An employee has the right to representation by a Union representative at any step of the grievance procedure.

46:12 **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 Employing Authority or designate;
- (b) The Employing Authority 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 Employing Authority or designate may hold a hearing to discuss the grievance with the employee and the employee's representative before giving a decision on the grievance;

46:13 **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 Employing Authority or designate within twenty (20) working days of the receipt of the decision at Step 1;
- (b) The Employing Authority 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 :03, the Employing Authority or designate may hold a hearing to discuss the

grievance with the employee and the employee's representative before giving a decision on the grievance. For those grievances concerning unsatisfactory working conditions as defined in Section :04, the Employing Authority or designate shall hold a hearing to discuss the grievance with the employee and the employee's representative before giving a decision on the grievance.

46:14 Step 3:

A decision of the Employing Authority or designate may be submitted to arbitration in accordance with Article 47 – Grievance Arbitration Procedure. 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.

46:15 Grievances concerning demotion, suspension, dismissal or the selection of an employee for a position within the bargaining unit 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.

46:16 Subject to Section :07 and :15 of Article 11 – Probation and Assessment, the rejection of an employee on probation or assessment is not appealable or arbitrable.

46:17 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 Office. An employee may abandon a grievance by not processing it within the prescribed time limits.

Article 47 Grievance Arbitration Procedure

47:01 Unresolved grievances or disputes concerning only those matters set forth below shall be submitted to arbitration in accordance with the procedure set forth in this Article:

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

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

47:02 The procedure for arbitrating grievances shall be the procedure as set forth in this Article.

47:03 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 Workforce Relations Division of the Public Service Commission, and shall set forth the issue in dispute for referral to a single arbitrator.

47:04 Where the party initiating the arbitration proceedings wishes to request arbitration by a single arbitrator, the notice referred to in Section :03 shall so state:

- (a) the parties will attempt to reach agreement on the selection of a single arbitrator within ten (10) working days;
- (b) where the party who receives the notice rejects the request for a single arbitrator or where the parties have failed to reach agreement on the selection of a single arbitrator within ten (10) working days, the party initiating the arbitration proceedings may submit the name of its appointee to the Board in accordance with Section :06 within ten (10) working days;
- (c) a single arbitrator shall be considered to be an Arbitration Board for purposes of this Article.

47:05 By mutual agreement between the parties, the grievance matter may be referred to a mediator chosen by the parties or the parties may appoint the single arbitrator, chosen in accordance with 47:04 as a mediator/arbitrator.

If referred to a mediator, the arbitration hearing date shall be established independent of the mediation process. The mediation must be completed prior to the commencement of the arbitration.

If the single arbitrator is appointed as a mediator/arbitrator, the matter shall be heard as a mediation/arbitration.

47:06 Where the party initiating the arbitration proceedings wishes to request arbitration by a three (3) person board, the notice referred to in Section :04 shall contain the first party's appointee to the Arbitration Board. The following procedure will then apply:

- (a) the party who receives the notice shall within ten (10) working days of receiving the notice, name an appointee to the Arbitration Board and notify the other party in writing of such appointee;
- (b) the two (2) members of the Arbitration Board named by the parties shall, within ten (10) working days of the appointment of the second of them, appoint a third member of the Arbitration Board who shall be the Chairperson thereof;
- (c) if either party fails to appoint its member to the Board as provided above or where the two (2) appointees of the parties fail to agree on the appointment of a third member within the time specified, the Chief Justice for the Province of Manitoba, or in the Chief Justice's absence, the Chief Justice of the Court of King's Bench, upon the request of a party to the Agreement, shall nominate a member on behalf of the party failing to make an appointment or shall nominate the third member and Chairperson, as the case may be, and where the case requires, may nominate both, and where such nomination has been made, the Minister of Labour shall appoint that person as member or Chairperson or both, as the case may be;

(d) the Chairperson and one (1) other member are a quorum; but, in the absence of a member, the other members shall not proceed unless the absent member has been given reasonable notice of sitting.

- 47:07** Where the matter is submitted to the Arbitration Board, the Arbitration Board shall commence hearings within ten (10) working days of the matter being submitted to the Board and shall hear evidence and argument submitted by or on behalf of the parties relevant to the matter submitted and shall make a decision thereon in the form of an award of the Arbitration Board.
- 47:08** 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.
- 47:09** 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.
- 47:10** The Arbitration Board shall submit a report on the findings and the decision of the Board within fourteen (14) days following the completion of the hearing to the parties.
- 47:11** Any of the time limits referred to above may be extended by mutual agreement of the parties hereto.
- 47:12** 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.
- 47:13** 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.

- 47:14** 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.
- 47:15** Where the Arbitration Board determines that an employee has been dismissed or otherwise disciplined by the Employing Authority for cause, and provided the collective agreement does not provide a specific remedy or penalty for the cause of the dismissal or disciplinary action, the Arbitration Board may substitute such other penalty or remedy in lieu of dismissal or the disciplinary action as the Board deems just and reasonable under the circumstances.
- 47:16** The expenses incurred by and in respect of an Arbitration Board shall be paid as follows:
- (a) the parties to the arbitration shall each pay an equal portion of the remuneration and expenses of the chairperson of the Arbitration Board;
 - (b) each party to the arbitration shall pay the remuneration and expenses of the member of the Arbitration Board named or appointed by or on behalf of that party;
 - (c) each party to the arbitration shall pay the fees and expenses of witnesses called by that party to give evidence before the Arbitration Board;
 - (d) each party to the arbitration shall pay the fees and expenses of any counsel appearing before the Arbitration Board on behalf of that party;
 - (e) the parties to the arbitration shall each pay an equal portion of other costs and expenses incurred by the Arbitration Board in conducting the arbitration.
- 47:17** The parties hereto agree that an employee of the Government and a staff member of the Manitoba Government and General Employees' Union shall not be eligible for appointment as a member of the Arbitration Board or to act as a member of the Arbitration Board.

Article 48 Sexual Harassment

- 48:01** The parties agree that sexual harassment will not be tolerated in the workplace or in connection with the workplace.
- 48:02** Where an employee is of the opinion that they have been or are being sexually harassed by another employee, the employee may forward a written complaint directly to the Human Resources Office of the Legislative Assembly. The complaint shall be marked "Personal and Confidential".
- 48:03** The Human Resources Office of the Legislative Assembly, or designate, will endeavour to resolve the matter in an expeditious and confidential manner.
- 48:04** The alleged offender shall be entitled to notice of the complaint and shall be given the opportunity to respond to the complaint.
- 48:05** After receiving the report from the Human Resources Office of the Legislative Assembly, the Employing Authority shall have the duty and right to take necessary steps, including but not limited to:
- (a) dismiss the complaint; or
 - (b) determine the appropriate discipline; and/or
 - (c) take any action which in the Employing Authority's opinion may be necessary.
- 48:06** Where the Human Resources Office of the Legislative Assembly, or designate, determines that a complaint has been made for frivolous, or vindictive reasons, the Employing Authority shall have the authority to:
- (a) take disciplinary action against the complainant; and/or
 - (b) take any action against the complainant which in the Employing Authority's opinion may be necessary.

Article 49 Long Term Disability Income Plan

- 49:01** The parties agree that the Government shall provide an Employer paid Long Term Disability Income Plan for eligible employees. The regulations governing this plan will be agreed upon in a separate Memorandum of Agreement.
- 49:02** Coverage under the Dental Plan, Drug Plan, Vision Care Plan and Health Spending Account shall be maintained during any unpaid leave required to satisfy the one-hundred and twenty (120) day elimination period or date of initial decision, whichever is later, for the LTD plan.

Article 50 Court Leave

- 50:01** An employee who is summoned for jury duty or who receives a summons or subpoena to appear as a witness in a court proceeding, other than a court proceeding occasioned by the employee's private affairs, shall be granted a leave of absence with pay for the required period of absence and all witness fees received by the employee shall be remitted to the Government.

Article 51 Part Time Employees

- 51:01** The calculation of benefits for part time employees covered by this Agreement will be as set out in Appendix "B" Application of Benefits to Part time Employees.

Article 52 Employee Files

- 52:01** Upon the written request of an employee, the employee file of that employee shall be made available for the employee's full examination. Such examination shall be in the presence of a representative of Legislative Assembly Human Resources Office. The employee has the option to have a representative present.
- 52:02** An employee may request a copy of specific documents on the employee's file. This provision shall not be unreasonably requested or denied.

- 52:03** With respect to any unsatisfactory report contained in the employee file, the employee shall have the right to append their comments to the document and have it form part of the file.
- 52:04** An employee may request to examine the content of a file held by the employee's supervisor which contains personal information regarding the employee. The request must be made in writing and may not occur more than once (1) per every twelve (12) months. On the request being received, the employee's supervisor must first remove from the file any material that contains personal information about another person. The examination must take place in the presence of a representative of Legislative Assembly Human Resources Office.

Article 53 Overtime

- 53:01** This Article applies only to employees in the following classifications:
- (a) Clerk 1
 - (b) Clerk 2
 - (c) Administrative Secretary
 - (d) Intake Analyst
 - (e) Early Resolutions Officer
- 53:02** An employee who is required to work beyond seven and one-quarter ($7\frac{1}{4}$) hours on the employee's scheduled workday is entitled to compensation at time and one-half ($1\frac{1}{2}x$) for all hours worked.
- 53:03** An employee who is required to work on the employee's day of rest is entitled to compensation at time and one-half ($1\frac{1}{2}x$).
- 53:04** All overtime worked by employees shall be banked.
- 53:05** All overtime shall be taken at a time mutually agreed to by the employee and employing authority or designate. Where mutual agreement is not reached,

the Employing Authority shall have the final determination as to whether overtime shall be paid out or taken as time off and when, or a combination thereof. The decision of the Employing Authority is final.

- 53:06** Where an employee is to receive payment of overtime, the employee shall receive payment based on the rate at which they were being paid when the overtime was worked.
- 53:07** Should an employee terminate their employment, or their employment be terminated, any overtime shall be paid out at the rate they were being paid when the overtime was worked.
- 53:08** When an employee initiates a request to exchange work for time off, or time off work, such exchanges are considered to be the banking of regular time, not overtime, and are subject to the approval of the Employing Authority or designate. Approval of such time exchanges must be confirmed in writing. Employees shall not be required to initiate such exchanges or to bank regular time in substitutions for overtime as defined in the collective agreement.

Article 54 Acting Status

- 54:01** Where the Employing Authority or designate directs an employee employed in one (1) position to temporarily take over the duties and responsibilities of some other position having a higher grade of pay, and provided the employee takes over and continues to perform for ten (10) or more consecutive working days the duties and responsibilities of that other position, the employee shall be appointed temporarily to that other position with acting status and shall be paid at the rate of pay for that other position from the date of taking over the duties and responsibilities of that other position until the temporary appointment is revoked; and upon the temporary appointment being revoked the employee shall, unless appointed or promoted to some other position, revert to the employee's original position and be paid at the rate of pay for the employee's original position that the employee would be paid if the employee had never held the temporary appointment.

- 54:02** 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.
- 54:03** Where an acting status appointment to a position within the bargaining unit will exceed twelve (12) continuous months, the Office 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 the meeting at the request of either party.

Article 55 Compensatory Leave And Overtime

- 55:01** This article applies only to employees in the following classifications:
- (a) Investigator
 - (b) Senior Investigator
 - (c) Policy Analyst
- 55:02** Where an employee has been directed, or requests for and is approved, by an authorized supervisor to work beyond seven and one quarter (7 ¼) hours in a day, such employee shall accumulate compensatory leave on a time-for-time basis in accordance with the following:
- (a) The total accumulated compensatory leave shall not exceed 21.75 hours at any given time.
 - (b) Exceptions to the 21.75 hours in (a) are at the sole and exclusive discretion of the Employing Authority.
 - (c) Employees must obtain approval from their supervisor before using compensatory leave.
 - (d) The supervisor may direct the use of compensatory leave. In such circumstance the parties will attempt to find a mutually agreeable date(s). Where mutual agreement does not occur, the Employing Authority or designate shall have the final determination.

- (e) Should an employee terminate their employment, or their employment be terminated, any accumulated compensatory time shall be paid out at the rate at which it was accrued.
- (f) The Employing Authority has the sole and exclusive discretion whether to pay out compensatory leave at the end of the fiscal year, allow an employee to carry over their bank time to the new fiscal year or whether such time shall be taken. Such decision of the Employing Authority is neither grievable nor arbitrable.

55:03 If an employee is mandated by the Employer to work on Saturday, Sunday or a Statutory Holiday as listed in Article 25 - Holidays, they will be paid at the rate of time and one-half (1 ½ x) for all such time worked.

55:04 All overtime worked by employees shall be banked.

55:05 The Employing Authority or designate shall consult with the employee to seek agreement on whether the employee will be granted pay or time off in lieu for banked overtime. Where mutual agreement is not reached, the Employing Authority or designate shall have the final determination.

55:06 Where banked time is to be taken, the Employing Authority or designate shall consult with the employee to seek agreement on when the time off is to be taken. Where mutual agreement is not reached, the Employing Authority or designate shall have the final determination.

Article 56 Health And Safety

56:01 The Office and the Union recognize that safety, accident prevention and the preservation of health are of primary importance in the operations and that these activities require the combined efforts of the Government, employees, and the Union.

56:02 The Office will continue to provide its employees with safe working conditions, equipment and materials, and will continue to ensure that all reasonable precautions are taken.

- 56:03** The Union will continue to make every effort to obtain the cooperation of each employee within the bargaining unit in the observation of all reasonable safety rules, practices and procedures.
- 56:04** Every employee shall take all reasonable precautions and follow all reasonable safety rules, practices and procedures in order to protect the employee's safety and health and the safety and health of any other persons who may be affected by the employee's acts or omissions at work.
- 56:05** The parties recognize the importance of establishing a Workplace Health and Safety Committee to enhance the ability of employees and managers to resolve health and safety concerns. It is recognized that the initiative in requesting the establishment of a Workplace Health and Safety Committee may come from management and/or the employees in the workplace and/or the Union.
- 56:06** Where it is not deemed appropriate to establish a Workplace Health and Safety Committee in a workplace the parties may agree to the designation of a Workplace Health and Safety representative who may, in conjunction with a management representative, perform the duties of a committee.
- 56:07** The parties will work together to abide by the Manitoba Workplace Health and Safety Act.

Article 57 Seniority

- 57:01** "Seniority" means the length of service with the Office as defined in this Article provided such service has not been broken by termination of the employee.
- 57:02** Seniority shall include only the following:
- (a) accumulated service;
 - (b) periods of workers compensation;

- (c) periods of maternity leave and/or parental leave and/or compassionate care leave;
- (d) period of unpaid leave for reservist;
- (e) approved educational leave to a maximum of one (1) year;
- (f) any sick leave without pay necessary to satisfy the elimination period of the Long Term Disability Plan;
- (g) any other approved leaves without pay to a maximum accumulation of 145 hours in a calendar year
- (h) periods of leave while on the Long Term Disability Plan.

57:03 An employee will lose all seniority when the employee:

- (a) resigns;
- (b) retires;
- (c) is dismissed and not reinstated;
- (d) dies;
- (e) is laid off;
- (f) is terminated at the expiry of the employee's term of employment.
However, this Subsection does not apply to a term employee who has been employed on a full-time basis for twenty-four (24) continuous months and who is re-employed within twelve (12) months of the expiration of the employee's term of employment.

57:04 A seniority list will be prepared by April 1 based on service up to and including December 31 of the previous year. The lists will be posted at work locations.

57:05 Seniority lists will be prepared for all regular full time and part-time employees by classification groupings in order of seniority.

Article 58 Resignations

- 58:01** An employee wishing to resign shall provide the Employing Authority with a written notice of resignation which shall specify the last day upon which the employee will perform the employee's regular duties.
- 58:02** 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.
- 58:03** Notwithstanding 58:01 and 58:02, an employee who is retiring in accordance with the provisions of the Civil Service Superannuation Act, may, with the approval of the Employing Authority, be permitted to utilize paid leave in the form of vacation or banked time to be taken immediately prior to the employee's retirement date. In this circumstance, the effective date of resignation shall be deemed to be the last day of the employee's paid leave.
- 58:04** Subject to Sections :05, :06 and :07, where the last day on which an employee who has submitted a notice of resignation performs the employee's regular duties precedes a Friday which, but for the fact that a holiday falls thereon would be a regular working day, the employee shall be deemed to have voluntarily terminated the employee's service on that Friday and shall be eligible for holiday pay for that Friday.
- 58:05** Subject to Section :07 employees shall give written notice of resignation at least four (4) weeks prior to the date on which the resignation is to be effective. Notice of resignation shorter than the required four (4) weeks may only be given with the approval of the Employing Authority.
- 58:06** An employee may, with the approval of the Employing Authority, withdraw the notice of resignation at any time before the resignation becomes effective.
- 58:07** Where the employment of an employee terminates at the end of a specific term of employment, or on the completion of a job for which the employee was specifically employed, no notice of resignation is required.
- 58:08** Employees are required to return all materials, equipment, keys etc. belonging to the Office at or prior to the date of resignation.

Article 59 Civil Liability

- 59:01** If an action or proceeding is brought against any employee covered by this Agreement for an alleged tort committed by the employee in the performance of the employee's duties with the Office, then:
- (a) the employee, upon being served with any legal process, or upon receipt of any action or proceeding as hereinbefore referred to, being commenced against the employee shall advise the Office of any such notification or legal process;
 - (b) the Office shall pay any damages or costs awarded against any such employee in any such action or proceedings and all legal fees; and/or
 - (c) the Office shall pay any sum required to be paid by such employee in connection with the settlement of any claim made against such employee if such settlement is approved by the Office before the same is finalized; provided the conduct of the employee which gave rise to the action did not constitute gross negligence of the employee's duty as an employee or where the employee is shown to have acted in bad faith during the course of discharging their duties;
 - (d) upon the employee notifying the Office in accordance with Subsection :01(a) above, the Office and the employee shall forthwith meet and appoint counsel that is mutually agreeable to both parties. Should the parties be unable to agree on counsel that is satisfactory to both, then the Office shall unilaterally appoint counsel. The Office accepts full responsibility for the conduct of the action and the employee agrees to co operate fully with appointed counsel.

IN WITNESS WHEREOF the Honourable Minister responsible for the Manitoba Public Service has hereto set their hand for, and on behalf of, His Majesty the King in Right of the Province of Manitoba, and a representative of Manitoba Government and General Employees' Union has hereunto set their hand for, and on behalf of the Manitoba Government and General Employees' Union.

Signed this 13th day of June, 2024

Witness

[original signed by the Honourable Adrian Sala]
Minister

Witness

[original signed by Jamie Hildahl]
On behalf of Manitoba Government
and General Employee's Union

Appendix “B”: Application of Benefits to Part Time Employees

Definitions

- 1:01** “Part Time employee” means an employee who normally works less than the full normal daily, weekly or monthly hours of work, as the case may be, and whose work follows an ongoing, predetermined schedule of work on a regular and recurring basis.
- 1:02** “Accumulated Service” means the equivalent length of service acquired by the employee in accordance with the following:
- (a) accumulated service is calculated based on all hours for which an employee has received regular pay. This includes regular hours worked and approved leaves of absence from the Office where regular pay is maintained;
 - (b) accumulated service does not include overtime hours or any leaves of absence without pay or with partial pay including but not limited to suspensions without pay, worker's compensation and other leave situations;
 - (c) accumulated service must be continuous service;
 - (d) one year of accumulated service equals 1885 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.
- 1:03** “Calendar Service” means the length of continuous service from the employee’s most recent date of hire to the present. Periods of lay-off, while not affecting the continuity of service, are not included in the calculation of calendar service.

Application

2:01 The collective agreement applies to part time employees effective the first of the biweekly pay period following the attainment of 304 hours of accumulated service.

General Principles

3:01 Where a benefit is to be pro-rated for a part time employee it will be calculated so that if two (2) part time employees were sharing a full time position the total cost to the Employer of that benefit is no greater than the cost of having the position filled by a full time employee.

3:02 In pro-rating a benefit, the factor used shall be determined by totalling the number of regularly scheduled hours the employee has worked in the preceding eight (8) weeks and dividing by 290, i.e. 7.25 hours x 8 weeks x 5 days:

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

Benefits

4:01 Part time employees will only be eligible for the benefits specifically identified in this Section.

Holidays

4:02 (a) An employee will be eligible for pay for a holiday on which the employee does not work provided the employee:

- (i) did not fail to report for work after having been scheduled to work on the day of the holiday; and
- (ii) has not absented themselves from work without the consent of the Employing Authority on the employee's regular working day immediately preceding or following the holiday unless the employee's absence is by reason of established illness.

- (b) Where an employee is eligible for holiday pay or time in lieu the employee shall receive an amount calculated by multiplying the regular daily working hours for the employee's classification times the pro rating factor.
- (c) Where the Employing Authority requires an employee to work a full shift, i.e. seven and one quarter (7¹/₄) as a regular work day on December 24th when that day falls on Monday through Friday inclusive, such employee shall be entitled to one half (1/2) day of compensatory leave with pay to a maximum of four (4) hours.

Vacation

4:03 Vacation shall be calculated in accordance with Article 26 – Vacation.

Sick Leave

4:04 Sick leave shall be calculated in accordance with Article 27 – Sick Leave.

Compassionate, Court, Paternity, Adoptive Parent, Parental and Family Related Leaves

- 4:05**
- (a) These types of paid leave will be pro-rated by multiplying the number of days the employee would qualify for by the pro rating factor;
 - (b) in the case of parental leave without pay, an employee is eligible for the full calendar time benefit, i.e. thirty-seven (37) weeks.

Maternity Leave

- 4:06**
- (a) Regular part time employees are eligible for maternity leave Plan A or Plan B;
 - (b) to qualify for maternity leave, calendar service is used, i.e. seven (7) months;
 - (c) an employee who qualifies is eligible for the full calendar time leave provided under the Agreement, i.e. seventeen (17) weeks;
 - (d) for Plan A, the application of ten (10) days sick leave towards the Employment Insurance waiting period will be calculated by multiplying

the number of days accumulated sick leave the employee has (up to ten (10) days) by the pro-rating factor;

- (e) for Plan B, Government payments will be based on the difference between the percentage of weekly earnings covered by Employment Insurance and ninety-three percent (93%) of the weekly earnings. Weekly earnings will be as determined by Service Canada.

Workers Compensation

4:07 An employee who is eligible for Workers Compensation may use accumulated sick leave to supplement Workers Compensation in accordance with Article 30 - Workers Compensation.

Severance Pay

4:08 Severance Pay shall be calculated in accordance with Article 24 – Severance Pay.

Remoteness Allowance

4:09 Article 38 – Remoteness Allowance

Notice of Lay off, Resignation or Termination

- 4:10** (a) The period of notice required to be given by the employee or the Employer is the same as that applicable to full time employees;
- (b) pay in lieu of notice shall be calculated by multiplying the number of weeks notice by the pro-rating factor.

Merit Increases

4:11 Eligibility for merit increases will be based on calendar service provided the employee has received pay for at least 377 hours exclusive of overtime.

Hours of Work, Compensatory Time and Overtime

4:12 Hours of work, compensatory time and overtime, as the case may be, shall apply in accordance with Article 15 – Hours of Work, Article 55 - Compensatory Time and Article 53 - Overtime.

Probation

4:13 A part-time employee's initial probationary period shall be nine-hundred and forty-two and a half (942 ½) hours which, at the discretion of the Employing Authority or designate may be extended up to one thousand eight hundred and eighty-five (1885) hours.

Seniority

4:14 Seniority shall be calculated in accordance with Article 57 – Seniority.

Dental Plan, Vision Care & Drug Plan

4:15 Part-time employees are eligible for family coverage based on sixty percent (60%) of the annual maximum per claimant as identified in Memorandum of Agreement 4 – Benefits

Appendix “C”: Privately Owned Vehicles

Privately Owned Vehicles

Payment of reimbursement for the use of privately owned vehicles shall be in accordance with the provisions of the General Manual of Administration.

Appendix “D”:

Payment of Meals and Miscellaneous Expenses shall be in accordance with the General Manual of Administration

Memorandum of Agreement #1

Between

Manitoba Ombudsman

And

Manitoba Government and General Employees' Union

Subject: Employment Equity

The parties acknowledge and endorse the principle of Employment Equity.

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

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

Signed this 18th day of June, 2024

[Original signed by Jill Perron]
On behalf of the Office

[Original signed by Meghan Gallant]
On behalf of Manitoba Government
and General Employee's Union

Memorandum of Agreement #2**Between****Manitoba Ombudsman****And****Manitoba Government and General Employees' Union****Subject: Portability of Service**

Where an employee is hired to the Office and comes from, without a break in service, a position covered by the Government Employees' Master Agreement (GEMA), or where the reverse occurs, the following shall apply:

- 1:01** The employee's accumulated service and calendar service shall be carried over for the purpose of benefit calculation.
- 1:02** The employee's sick leave accrual shall be transferred, subject to the limit of accrued sick leave permitted in each respective collective agreement.
- 1:03** The employee's vacation leave shall be transferred, subject to the limit permitted in each respective collective agreement.
- 1:04** Any overtime or compensatory leave the Employee had shall not be carried over and shall be taken or paid, subject to each collective agreement's provisions.
- 1:05** If the Employee has already served their waiting period for Employer-paid benefits, they shall not be required to serve an additional waiting period.
- 1:06** Health benefit amounts do not renew upon appointment to the Office or to GEMA, as the case may be.
- 1:07** Seniority shall not transfer.

Signed this 18th day of June, 2024

[Original signed by Jill Perron]
On behalf of the Office

[Original signed by Meghan Gallant]
On behalf of Manitoba Government
and General Employee's Union

Memorandum of Agreement #3**Between****Manitoba Ombudsman****And****Manitoba Government and General Employees' Union****Subject: Labour Management Committee (LMC)**

The parties agree to the formation of a LMC. In developing such Committee and Terms of Reference, the parties agree that the following shall apply:

- 1:01** The Office and the Union acknowledge the importance of a positive working relationship and acknowledge the inherent benefits of establishing and maintaining such a relationship and, where possible, solve jointly identified problems during the term of the Agreement. It is recognized that while not all problems may be satisfactorily resolved, the parties will seek resolution in good faith.
- 1:02** The following will apply to a LMC, unless mutually agreed otherwise:
- (a) Equal representation of the Union and management, but no greater than two (2) representatives from each;
 - (b) Meetings are to be co-chaired.
- 1:03** The LMC shall not have the authority to negotiate, alter, modify or otherwise the collective agreement nor any form of compensation, including, but not limited to, wages.
- 1:04** Any matters which could conceivably fall within the realm of 1:03 shall be referred to the Workforce Relations Division of the Public Service Commission.
- 1:05** Meetings of the LMC shall be quarterly, unless mutually agreed otherwise.

1:06 Committee members shall be granted time off work without loss of pay to attend Committee meetings and to attend to Committee mandated business.

Signed this 18th day of June, 2024

[Original signed by Jill Perron]
On behalf of the Office

[Original signed by Meghan Gallant]
On behalf of Manitoba Government
and General Employee's Union

Memorandum of Agreement #4**Between****Manitoba Ombudsman****And****Manitoba Government and General Employees' Union****Subject: Health Spending Account**

The Employer shall maintain the current Health Spending Account (HSA) for permanent full and part-time employees and the current eligibility requirements subject to the following parameters:

- The maximum claim benefit shall be nine hundred and fifty (\$950) per year per full-time employee and five hundred and seventy (\$570) per year per part-time employee.
- There is no carryover of HSA dollars from one year to the next, but an employee can carry forward claims for up to one year. i.e. a full-time employee had \$150 in claims in the first year. The employee can claim the \$120 and carry forward the additional \$30 in claims for up to one year.
- Employees can apply for reimbursement once claims total \$100 (i.e. the "trigger point").
- Reimbursement for claims is once every two months.
- An employee must file a claim.
- Employees to receive annual statements.
- The plan shall use Revenue Canada's definition of dependent (i.e. an employee can pay HSA eligible expenses for anyone for whom they can claim a tax deduction).
- Plan coverage and administration is to be determined by the Employer.

Signed this 18th day of June, 2024

[Original signed by Jill Perron]
On behalf of the Office

[Original signed by Meghan Gallant]
On behalf of Manitoba Government
and General Employee's Union

Memorandum of Agreement #5

Between

Manitoba Ombudsman

And

Manitoba Government and General Employees' Union

Subject: Personal Wellness Leave

An employee shall be entitled to up to two (2) days of leave with pay in each fiscal year as follows and charged against the employee's sick leave credits:

- (a) The leave shall be for personal wellness;
- (b) The two (2) days of leave can be used consecutively, but shall not be used contiguous with vacation leave; and
- (c) These two (2) days are not carried forward from fiscal year to fiscal year.

Where an employee wishes to use a personal wellness day(s), the employee shall notify the employee's immediate supervisor of the absence at least one (1) hour prior to and not more than thirty (30) minutes after the normal hour of beginning work, or as soon thereafter as the means of communication permit.

An employee's sick leave accumulation under Article 27 – Sick Leave will not be reduced to less than twelve (12) days per year as a result of the application of this provision.

Signed this 18th day of June, 2024

[Original signed by Jill Perron]
On behalf of the Office

[Original signed by Meghan Gallant]
On behalf of Manitoba Government
and General Employee's Union

Memorandum of Agreement #6

Between

Manitoba Ombudsman

And

Manitoba Government and General Employees' Union

Subject: Positions Within Core Public Service

The parties agree that should positions within the Core Public Service in the classifications of PM2, SP4 and Clerical where such classifications, previously, in the Office existed, shall receive the same special wage adjustment(s) in what is to be the new classifications in the Agreement.

This Memorandum of Agreement expires on March 19, 2027.

Signed this 18th day of June, 2024

[Original signed by Jill Perron]
On behalf of the Office

[Original signed by Meghan Gallant]
On behalf of Manitoba Government
and General Employee's Union

Letter of Understanding**Between****Manitoba Ombudsman****And****Manitoba Government and General Employees' Union**

As this will be the first collective agreement for staff employed in the Office of the Ombudsman, the parties acknowledge there is a need for agreement on how retroactive wages increases, which are still subject to negotiation, dating back to June 30, 2021 will be handled.

Therefore, the parties agree to the following for the purposes of administering any retroactive wages, which are still subject to negotiation, for this first collective agreement:

- 1:01** Retroactive pay adjustments for the period between the date of June 30, 2021 and the date of the signing of this Agreement shall apply to:
- (a) employees who are in the employ of the Office on the date of the signing of this Agreement;
 - (b) employees who have left the Office during the above mentioned period but who have retired in accordance with the provisions of The Civil Service Superannuation Act or who have died in service;
 - (c) employees who have left the Office during the above mentioned period by reason of being laid off by the Employing Authority;
 - (d) term employees terminated at the end of a specific term of employment or after the completion of the specific job for which they were employed.
- 1:02** Retroactive pay adjustments shall be made to employees who have voluntarily terminated their services (resigned). For certainty this Article is not applicable

to employees who resign as a result of a negotiated separation agreement between the Office and the Union.

Signed this 18th day of June, 2024

[Original signed by Jill Perron]
On behalf of the Office

[Original signed by Meghan Gallant]
On behalf of Manitoba Government
and General Employee's Union

Letter of Intent

Between

Manitoba Ombudsman

And

Manitoba Government and General Employees' Union

Subject: Compassionate Leave Discretionary Provisions

This letter of intent is not contained within the collective agreement, but is attached for informational purposes.

During the life of the first collective agreement, the Office intends to continue with the existing policy provision of Compassionate Leave respecting “Discretionary Provisions.” Specifically:

An employee shall be provided compassionate leave of one (1) working day without loss of salary in the event of death of a close friend or other family member not listed above. This is a discretionary provision and managers must approve the leave prior to use. Employees are limited to one discretionary leave day per year, but an exception can be made if the employee can demonstrate the provision is being applied as intended and the request for leave is not an abuse of the privilege.

The reference to “not listed above” shall be reference to the enumerated list contained at Article 29 – Compassionate Leave.

Signed this 18th day of June, 2024

[Original signed by Jill Perron]
On behalf of the Office

[Original signed by Meghan Gallant]
On behalf of Manitoba Government
and General Employee’s Union

Letter of Intent

Between

Manitoba Ombudsman

And

Manitoba Government and General Employees' Union

The Office of the Ombudsman intends to develop position descriptions for Investigators, Senior Investigators, and Policy Analysts, to submit to the Total Rewards Branch of Workforce Relations for a classification review within twelve (12) months following the date of ratification.

If Total Rewards recommends a reclassification, then the Parties shall meet to negotiate the pay bands to be included in the collective agreement.

Signed this 18th day of June, 2024

[Original signed by Jill Perron]
On behalf of the Office

[Original signed by Meghan Gallant]
On behalf of Manitoba Government
and General Employee's Union

Letter of Intent**Between****Manitoba Ombudsman****And****Manitoba Government and General Employees' Union**

The Parties acknowledge the mutual benefit of career growth, development, job enlargement and job enrichment. Job enrichment comes from the ability to grow one's knowledge, skills and abilities through performing varied tasks and increased responsibilities.

The Parties acknowledge that career growth, progression and job enrichment, enlargement and career development is a shared responsibility and requires open communication between employees and management.

Employees are responsible for identifying their career trajectory, including new experiences, duties, increased responsibility and training they would like to receive in an open and recurring dialogue with their manager(s).

The Office is responsible to assess and determine to what extent it is able to enlarge a job or provide job enrichment opportunities that helps advance the work of the office, with regard to employees expressed interests. This may include informal workplace learning and/or formal training through courses, seminars, etc.

Through open communication, the Office will be in a better position to be able to understand current skill sets and aspirations of employees and consider that information when planning for reorganization, training and development and filling of vacancies.

This letter of intent is not contained within the collective agreement, but is attached for informational purposes only.

Signed this 18th day of June, 2024

[Original signed by Jill Perron]
On behalf of the Office

[Original signed by Meghan Gallant]
On behalf of Manitoba Government
and General Employee's Union

Letter of Intent

Between

Manitoba Ombudsman

And

Manitoba Government and General Employees' Union

Re: Hybrid Work Arrangements

During the life of this collective agreement the Employer intends to implement a policy in respect of hybrid work arrangements which may permit employees to work from an alternate work location, subject to the consent of the Employing Authority or Designate.

The policy will acknowledge that such a policy shall not affect the employment status of an employee who is working at an alternate work location.

Signed this 18th day of June, 2024

[Original signed by Jill Perron]
On behalf of the Office

[Original signed by Meghan Gallant]
On behalf of Manitoba Government
and General Employee's Union

Appendix “A”: Salary Schedule

YEAR 1 SALARY SCHEDULE

Effective 2021 06 30 Through 2022 03 25

Administrative Secretary (OY3) (Formerly Administrative Secretary AY3)	42,611 1,633.43 22.53	43,746 1,676.93 23.13	44,957 1,723.33 23.77	46,186 1,770.45 24.42	47,453 1,819.03 25.09	48,720 1,867.60 25.76	49,723 1,906.03 26.29				
Clerk 1 (OL1) (Formerly Clerk 3, CL3)	42,706 1,637.05 22.58	43,803 1,679.10 23.16	45,013 1,725.50 23.80	46,261 1,773.35 24.46	47,510 1,821.20 25.12	48,985 1,877.75 25.90	49,968 1,915.45 26.42				
Clerk 2 (OL2) (Formerly Clerk 4, CL4)	50,139 1,921.98 26.51	51,330 1,967.65 27.14	52,749 2,022.03 27.89	54,035 2,071.33 28.57	55,586 2,130.78 29.39	57,117 2,189.50 30.20	58,214 2,231.55 30.78				
Intake Analyst (OF2) (Formerly Professional Officer 2)	54,772 2,099.60 28.96	56,853 2,179.35 30.06	59,028 2,262.73 31.21	61,260 2,348.28 32.39	63,491 2,433.83 33.57	66,026 2,530.98 34.91	67,331 2,581.00 35.60				
Investigator (OF5) (Formerly Professional Officer P5)	67,463 2,586.08 35.67	69,978 2,682.50 37.00	72,702 2,786.90 38.44	75,558 2,896.38 39.95	78,565 3,011.65 41.54	81,780 3,134.90 43.24	83,407 3,197.25 44.10				
Senior Investigator (OF7) (Formerly Professional Officer 7 P7)	73,837 2,830.40 39.04	76,693 2,939.88 40.55	79,605 3,051.53 42.09	82,896 3,177.68 43.83	86,281 3,307.45 45.62	89,951 3,448.10 47.56	91,766 3,517.70 48.52				
Policy Analyst (OM2) (Formerly Planning and Program Analyst PM2)	61,543 2,359.15 32.54	64,172 2,459.93 33.93	66,612 2,553.45 35.22	69,090 2,648.43 36.53	71,700 2,748.48 37.91	74,593 2,859.40 39.44	77,468 2,969.60 40.96	79,019 3,029.05 41.78			
IT Specialist (OI1) (Formerly Information Technology Specialist 1 IS1)	50,857 1,949.53 26.89	52,257 2,003.18 27.63	55,132 2,113.38 29.15	56,456 2,164.13 29.85	58,007 2,223.58 30.67	59,557 2,283.03 31.49	61,146 2,343.93 32.33	62,754 2,405.55 33.18	64,021 2,454.13 33.85		
Early Resolutions Officer (OS4) (Formerly Social Services Worker 4 SP4)	58,044 2,225.03 30.69	60,163 2,306.23 31.81	62,205 2,384.53 32.89	64,494 2,472.25 34.10	66,858 2,562.88 35.35	69,279 2,655.68 36.63	71,832 2,753.55 37.98	74,707 2,863.75 39.50	77,600 2,974.68 41.03	80,513 3,086.33 42.57	82,158 3,149.40 43.44
Research Assistant (OH1) (Formerly Research Assistant 1 RH1)	40,228 1,542.08 21.27	41,514 1,591.38 21.95	42,857 1,642.85 22.66	44,276 1,697.23 23.41	45,694 1,751.60 24.16	47,340 1,814.68 25.03	48,210 1,848.03 25.49				

YEAR 2 SALARY SCHEDULE

Effective 2022 03 26 Through 2023 03 24

Administrative Secretary (OY3) (Formerly Administrative Secretary AY3)	43,462 1,666.05 22.98	44,616 1,710.28 23.59	45,864 1,758.13 24.25	47,113 1,805.98 24.91	48,399 1,855.28 25.59	49,704 1,905.30 26.28	50,725 1,944.45 26.82				
Clerk 1 (OL1) (Formerly Clerk 3, CL3)	43,557 1,669.68 23.03	44,673 1,712.45 23.62	45,921 1,760.30 24.28	47,188 1,808.88 24.95	48,455 1,857.45 25.62	49,968 1,915.45 26.42	50,971 1,953.88 26.95				
Clerk 2 (OL2) (Formerly Clerk 4, CL4)	51,141 1,960.40 27.04	52,351 2,006.80 27.68	53,808 2,062.63 28.45	55,113 2,112.65 29.14	56,701 2,173.55 29.98	58,252 2,233.00 30.80	59,387 2,276.50 31.40				
Intake Analyst (OF2) (Formerly Professional Officer 2)	55,869 2,141.65 29.54	57,987 2,222.85 30.66	60,200 2,307.68 31.83	62,489 2,395.40 33.04	64,758 2,482.40 34.24	67,350 2,581.73 35.61	68,674 2,632.48 36.31				
Investigator (OF5) (Formerly Professional Officer P5)	68,806 2,637.55 36.38	71,378 2,736.15 37.74	74,158 2,842.73 39.21	77,071 2,954.38 40.75	80,135 3,071.83 42.37	83,407 3,197.25 44.10	85,071 3,261.05 44.98				
Senior Investigator (OF7) (Formerly Professional Officer 7 P7)	75,312 2,886.95 39.82	78,224 2,998.60 41.36	81,194 3,112.43 42.93	84,560 3,241.48 44.71	88,003 3,373.43 46.53	91,747 3,516.98 48.51	93,601 3,588.03 49.49				
Policy Analyst (OM2) (Formerly Planning and Program Analyst PM2)	62,773 2,406.28 33.19	65,458 2,509.23 34.61	67,936 2,604.20 35.92	70,470 2,701.35 37.26	73,137 2,803.58 38.67	76,087 2,916.68 40.23	79,019 3,029.05 41.78	80,608 3,090 42.62			
IT Specialist (OI1) (Formerly Information Technology Specialist 1 IS1)	51,879 1,988.68 27.43	53,297 2,043.05 28.18	56,229 2,155.43 29.73	57,590 2,207.63 30.45	59,160 2,267.80 31.28	60,749 2,328.70 32.12	62,375 2,391.05 32.98	64,002 2,453.40 33.84	65,307 2,503.43 34.53		
Early Resolutions Officer (OS4) (Formerly Social Services Worker 4 SP4)	59,198 2,269.25 31.30	61,373 2,352.63 32.45	63,453 2,432.38 33.55	65,780 2,521.55 34.78	68,201 2,614.35 36.06	70,659 2,708.60 37.36	73,269 2,808.65 38.74	76,201 2,921.03 40.29	79,151 3,034.13 41.85	82,121 3,147.95 43.42	83,804 3,212.48 44.31
Research Assistant (OH1) (Formerly Research Assistant 1 RH1)	41,041 1,573.25 21.70	42,347 1,623.28 22.39	43,708 1,675.48 23.11	45,164 1,731.30 23.88	46,602 1,786.40 24.64	48,285.00 1,850.93 25.53	49,174.00 1,885.00 26.00				

YEAR 3 SALARY SCHEDULE

Effective 2023 03 25 through 2024 03 22

Administrative Secretary (OY3) (Formerly Administrative Secretary AY3)	44,540 1,707.38 23.55	45,732 1,753.05 24.18	47,018 1,802.35 24.86	48,285 1,850.93 25.53	49,609 1,901.68 26.23	50,952 1,953.15 26.94	51,992 1,993.03 27.49				
Clerk 1 (OL1) (Formerly Clerk 3, CL3)	44,654 1,711.73 23.61	45,789 1,755.23 24.21	47,075 1,804.53 24.89	48,361 1,853.83 25.57	49,666 1,903.85 26.26	51,217 1,963.30 27.08	52,238 2,002.45 27.62				
Clerk 2 (OL2) (Formerly Clerk 4, CL4)	52,427 2,009.70 27.72	53,657 2,056.83 28.37	55,151 2,114.10 29.16	56,493 2,165.58 29.87	58,120 2,227.93 30.73	59,709 2,288.83 31.57	60,881 2,333.78 32.19				
Intake Analyst (OF2) (Formerly Professional Officer 2)	57,269 2,195.30 30.28	59,444 2,278.68 31.43	61,713 2,365.68 32.63	64,059 2,455.58 33.87	66,385 2,544.75 35.10	69,033 2,646.25 36.50	70,394 2,698.45 37.22				
Investigator (OF5) (Formerly Professional Officer P5)	70,527 2,703.53 37.29	73,156 2,804.30 38.68	76,012 2,913.78 40.19	79,000 3,028.33 41.77	82,140 3,148.68 43.43	85,487 3,277.00 45.20	87,189 3,342.25 46.10				
Senior Investigator (OF7) (Formerly Professional Officer 7 P7)	77,203 2,959.45 40.82	80,173 3,073.28 42.39	83,218 3,190.00 44.00	86,679 3,322.68 45.83	90,197 3,457.53 47.69	94,036 3,604.70 49.72	95,946 3,677.93 50.73				
Policy Analyst (OM2) (Formerly Planning and Program Analyst PM2)	64,342 2,466.45 34.02	67,104 2,572.30 35.48	69,638 2,669.45 36.82	72,229 2,768.78 38.19	74,971 2,873.90 39.64	77,998 2,989.90 41.24	80,986 3,104.45 42.82	82,631 3,168 43.69			
IT Specialist (OI1) (Formerly Information Technology Specialist 1 IS1)	53,184 2,038.70 28.12	54,621 2,093.80 28.88	57,628 2,209.08 30.47	59,028 2,262.73 31.21	60,635 2,324.35 32.06	62,262 2,386.70 32.92	63,926 2,450.50 33.80	65,610 2,515.03 34.69	66,934 2,565.78 35.39		
Early Resolutions Officer (OS4) (Formerly Social Services Worker 4 SP4)	60,673 2,325.80 32.08	62,905 2,411.35 33.26	65,042 2,493.28 34.39	67,425 2,584.63 35.65	69,903 2,679.60 36.96	72,418 2,776.03 38.29	75,104 2,878.98 39.71	78,111 2,994.25 41.30	81,137 3,110.25 42.90	84,182 3,226.98 44.51	85,903 3,292.95 45.42
Research Assistant (OH1) (Formerly Research Assistant 1 RH1)	42,063 1,612.40 22.24	43,406 1,663.88 22.95	44,805 1,717.53 23.69	46,299 1,774.80 24.48	47,774 1,831.35 25.26	49,496.00 1,897.33 26.17	50,403.00 1,932.13 26.65				

YEAR 3 B SALARY SCHEDULE

Effective 2023 10 06 through 2024 03 22

Administrative Secretary (OY3) (Formerly Administrative Secretary AY3)	44,540 1,707.38 23.55	45,732 1,753.05 24.18	47,018 1,802.35 24.86	48,285 1,850.93 25.53	49,609 1,901.68 26.23	50,952 1,953.15 26.94	52,219 2,001.73 27.61	53,297 2,043.05 28.18				
Clerk 1 (OL1) (Formerly Clerk 3, CL3)	44,654 1,711.73 23.61	45,789 1,755.23 24.21	47,075 1,804.53 24.89	48,361 1,853.83 25.57	49,666 1,903.85 26.26	51,217 1,963.30 27.08	52,503 2,012.60 27.76	53,543 2,052.48 28.31				
Clerk 2 (OL2) (Formerly Clerk 4, CL4)	52,427 2,009.70 27.72	53,657 2,056.83 28.37	55,151 2,114.10 29.16	56,493 2,165.58 29.87	58,120 2,227.93 30.73	59,709 2,288.83 31.57	61,203 2,346.10 32.36	62,394 2,391.78 32.99				
Intake Analyst (OF2) (Formerly Professional Officer 2)	57,269 2,195.30 30.28	59,444 2,278.68 31.43	61,713 2,365.68 32.63	64,059 2,455.58 33.87	66,385 2,544.75 35.10	69,033 2,646.25 36.50	70,754 2,712.23 37.41	72,154 2,765.88 38.15				
Investigator (OF5) (Formerly Professional Officer P5)	70,527 2,703.53 37.29	73,156 2,804.30 38.68	76,012 2,913.78 40.19	79,000 3,028.33 41.77	82,140 3,148.68 43.43	85,487 3,277.00 45.20	87,624 3,358.93 46.33	89,364 3,425.63 47.25				
Senior Investigator (OF7) (Formerly Professional Officer 7 P7)	77,203 2,959.45 40.82	80,173 3,073.28 42.39	83,218 3,190.00 44.00	86,679 3,322.68 45.83	90,197 3,457.53 47.69	94,036 3,604.70 49.72	96,381 3,694.60 50.96	98,348 3,770.00 52.00				
Policy Analyst (OM2) (Formerly Planning and Program Analyst PM2)	64,342 2,466.45 34.02	67,104 2,572.30 35.48	69,638 2,669.45 36.82	72,229 2,768.78 38.19	74,971 2,873.90 39.64	77,998 2,989.90 41.24	80,986 3,104.45 42.82	83,010 3,182.03 43.89	84,693 3,246.55 44.78			
IT Specialist (O11) (Formerly Information Technology Specialist 1 IS1)	53,184 2,038.70 28.12	54,621 2,093.80 28.88	57,628 2,209.08 30.47	59,028 2,262.73 31.21	60,635 2,324.35 32.06	62,262 2,386.70 32.92	63,926 2,450.50 33.80	65,610 2,515.03 34.69	67,255 2,578.10 35.56	68,598 2,629.58 36.27		
Information Security Officer (O14) (Formerly Information Technology Specialist IS4)	77,808 2,982.65 41.14	80,702 3,093.58 42.67	83,690 3,208.13 44.25	86,924 3,332.10 45.96	90,348 3,463.33 47.77	93,809 3,596.00 49.60	97,800 3,748.98 51.71	101,904 3,906.30 53.88	104,457 4,004.18 55.23	106,518 4,083.20 56.32		
Early Resolutions Officer (OS4) (Formerly Social Services Worker 4 SP4)	60,673 2,325.80 32.08	62,905 2,411.35 33.26	65,042 2,493.28 34.39	67,425 2,584.63 35.65	69,903 2,679.60 36.96	72,418 2,776.03 38.29	75,104 2,878.98 39.71	78,111 2,994.25 41.30	81,137 3,110.25 42.90	84,182 3,226.98 44.51	86,281 3,307.45 45.62	88,059 3,375.60 46.56
Research Assistant (OH1) (Formerly Research Assistant 1 RH1)	42,063 1,612.40 22.24	43,406 1,663.88 22.95	44,805 1,717.53 23.69	46,299 1,774.80 24.48	47,774 1,831.35 25.26	49,496 1,897.33 26.17	50,725 1,944.45 26.82	51,671 1,980.70 27.32				

YEAR 4 SALARY SCHEDULE

Effective 2024 03 23 through 2024 10 06

Administrative Secretary (OY3) (Formerly Administrative Secretary AY3)	45,770 1,754.50 24.20	46,980 1,800.90 24.84	48,304 1,851.65 25.54	49,609 1,901.68 26.23	50,971 1,953.88 26.95	52,351 2,006.80 27.68	53,657 2,056.83 28.37	54,753 2,098.88 28.95	55,850 2,140.93 29.53				
Clerk 1 (OL1) (Formerly Clerk 3, CL3)	45,883 1,758.85 24.26	47,056 1,803.80 24.88	48,361 1,853.83 25.57	49,685 1,904.58 26.27	51,027 1,956.05 26.98	52,616 2,016.95 27.82	53,940 2,067.70 28.52	55,018 2,109.03 29.09	56,115 2,151.08 29.67				
Clerk 2 (OL2) (Formerly Clerk 4, CL4)	53,864 2,064.80 28.48	55,132 2,113.38 29.15	56,664 2,172.10 29.96	58,044 2,225.03 30.69	59,727 2,289.55 31.58	61,354 2,351.90 32.44	62,886 2,410.63 33.25	64,115 2,457.75 33.90	65,401 2,507.05 34.58				
Intake Analyst (OF2) (Formerly Professional Officer 2)	58,839 2,255.48 31.11	61,070 2,341.03 32.29	63,416 2,430.93 33.53	65,818 2,523.00 34.80	68,220 2,615.08 36.07	70,924 2,718.75 37.50	72,702 2,786.90 38.44	74,139 2,842.00 39.20	75,614 2,898.55 39.98				
Investigator (OF5) (Formerly Professional Officer P5)	72,475 2,778.20 38.32	75,161 2,881.15 39.74	78,111 2,994.25 41.30	81,175 3,111.70 42.92	84,390 3,234.95 44.62	87,832 3,366.90 46.44	90,026 3,451.00 47.60	91,823 3,519.88 48.55	93,658 3,590.20 49.52				
Senior Investigator (OF7) (Formerly Professional Officer 7 P7)	79,321 3,040.65 41.94	82,385 3,158.10 43.56	85,506 3,277.73 45.21	89,062 3,414.03 47.09	92,674 3,552.50 49.00	96,627 3,704.03 51.09	99,029 3,796.10 52.36	101,053 3,873.68 53.43	103,076 3,951.25 54.50				
Policy Analyst (OM2) (Formerly Planning and Program Analyst PM2)	66,120 2,534.60 34.96	68,957 2,643.35 36.46	71,548 2,742.68 37.83	74,215 2,844.90 39.24	77,033 2,952.93 40.73	80,135 3,071.83 42.37	83,218 3,190.00 44.00	85,298 3,269.75 45.10	87,019 3,335.73 46.01	88,759 3,402.43 46.93			
IT Specialist (OI1) (Formerly Information Technology Specialist 1 IS1)	54,640 2,094.53 28.89	56,115 2,151.08 29.67	59,217 2,269.98 31.31	60,654 2,325.08 32.07	62,300 2,388.15 32.94	63,983 2,452.68 33.83	65,685 2,517.93 34.73	67,406 2,583.90 35.64	69,108 2,649.15 36.54	70,489 2,702.08 37.27	71,908 2,756.45 38.02		
Information Security Officer (OI4) (Formerly Information Technology Specialist IS4)	79,946 3,064.58 42.27	82,915 3,178.40 43.84	85,998 3,296.58 45.47	89,308 3,423.45 47.22	92,825 3,558.30 49.08	96,381 3,694.60 50.96	100,485 3,851.93 53.13	104,703 4,013.60 55.36	107,332 4,114.38 56.75	109,450 4,195.58 57.87	111,644 4,279.68 59.03		
Early Resolutions Officer (OS4) (Formerly Social Services Worker 4 SP4)	62,337 2,389.60 32.96	64,626 2,477.33 34.17	66,839 2,562.15 35.34	69,279 2,655.68 36.63	71,832 2,753.55 37.98	74,404 2,852.15 39.34	77,165 2,958.00 40.80	80,267 3,076.90 42.44	83,369 3,195.80 44.08	86,490 3,315.43 45.73	88,646 3,398.08 46.87	90,480 3,468.40 47.84	92,296 3,538.00 48.80
Research Assistant (OH1) (Formerly Research Assistant 1 RH1)	43,217 1,656.63 22.85	44,597 1,709.55 23.58	46,034 1,764.65 24.34	47,567 1,823.38 25.15	49,080 1,881.38 25.95	50,857 1,949.53 26.89	52,124 1,998.10 27.56	53,089 2,035.08 28.07	54,148 2,075.68 28.63				

YEAR 4 b SALARY SCHEDULE

Effective 2024 10 07 through 2025 03 21

Administrative Secretary (OY3) (Formerly Administrative Secretary AY3)	45,770	46,980	48,304	49,609	50,971	52,351	53,657	54,753	55,850				
	1,754.50	1,800.90	1,851.65	1,901.68	1,953.88	2,006.80	2,056.83	2,098.88	2,140.93				
	24.20	24.84	25.54	26.23	26.95	27.68	28.37	28.95	29.53				
Clerk 1 (OL1) (Formerly Clerk 3, CL3)	45,883	47,056	48,361	49,685	51,027	52,616	53,940	55,018	56,115				
	1,758.85	1,803.80	1,853.83	1,904.58	1,956.05	2,016.95	2,067.70	2,109.03	2,151.08				
	24.26	24.88	25.57	26.27	26.98	27.82	28.52	29.09	29.67				
Clerk 2 (OL2) (Formerly Clerk 4, CL4)	53,864	55,132	56,664	58,044	59,727	61,354	62,886	64,115	65,401				
	2,064.80	2,113.38	2,172.10	2,225.03	2,289.55	2,351.90	2,410.63	2,457.75	2,507.05				
	28.48	29.15	29.96	30.69	31.58	32.44	33.25	33.90	34.58				
Intake Analyst (OF2) (Formerly Professional Officer 2)	58,839	61,070	63,416	65,818	68,220	70,924	72,702	74,139	75,614				
	2,255.48	2,341.03	2,430.93	2,523.00	2,615.08	2,718.75	2,786.90	2,842.00	2,898.55				
	31.11	32.29	33.53	34.80	36.07	37.50	38.44	39.20	39.98				
Investigator (OF5) (Formerly Professional Officer P5)	74,650	77,411	80,456	83,615	86,924	90,461	92,731	94,584	96,476				
	2,861.58	2,967.43	3,084.15	3,205.23	3,332.10	3,467.68	3,554.68	3,625.73	3,698.23				
	39.47	40.93	42.54	44.21	45.96	47.83	49.03	50.01	51.01				
Senior Investigator (OF7) (Formerly Professional Officer 7 P7)	79,321	82,385	85,506	89,062	92,674	96,627	99,029	101,053	103,076				
	3,040.65	3,158.10	3,277.73	3,414.03	3,552.50	3,704.03	3,796.10	3,873.68	3,951.25				
	41.94	43.56	45.21	47.09	49.00	51.09	52.36	53.43	54.50				
Policy Analyst (OM2) (Formerly Planning and Program Analyst PM2)	66,120	68,957	71,548	74,215	77,033	80,135	83,218	85,298	87,019	88,759			
	2,534.60	2,643.35	2,742.68	2,844.90	2,952.93	3,071.83	3,190.00	3,269.75	3,335.73	3,402.43			
	34.96	36.46	37.83	39.24	40.73	42.37	44.00	45.10	46.01	46.93			
IT Specialist (OI1) (Formerly Information Technology Specialist 1 IS1)	54,640	56,115	59,217	60,654	62,300	63,983	65,685	67,406	68,749	70,489	71,908		
	2,094.53	2,151.08	2,269.98	2,325.08	2,388.15	2,452.68	2,517.93	2,583.90	2,635.38	2,702.08	2,756.45		
	28.89	29.67	31.31	32.07	32.94	33.83	34.73	35.64	36.35	37.27	38.02		
Information Security Officer (OI4) (Formerly Information Technology Specialist IS4)	79,946	82,915	85,998	89,308	92,825	96,381	100,485	104,703	106,802	109,450	111,644		
	3,064.58	3,178.40	3,296.58	3,423.45	3,558.30	3,694.60	3,851.93	4,013.60	4,094.08	4,195.58	4,279.68		
	42.27	43.84	45.47	47.22	49.08	50.96	53.13	55.36	56.47	57.87	59.03		
Early Resolutions Officer (OS4) (Formerly Social Services Worker 4 SP4)	62,337	64,626	66,839	69,279	71,832	74,404	77,165	80,267	81,875	86,490	88,646	90,480	92,296
	2,389.60	2,477.33	2,562.15	2,655.68	2,753.55	2,852.15	2,958.00	3,076.90	3,138.53	3,315.43	3,398.08	3,468.40	3,538.00
	32.96	34.17	35.34	36.63	37.98	39.34	40.80	42.44	43.29	45.73	46.87	47.84	48.80
Research Assistant (OH1) (Formerly Research Assistant 1 RH1)	43,217	44,597	46,034	47,567	49,080	50,857	51,879	53,089	54,148				
	1,656.63	1,709.55	1,764.65	1,823.38	1,881.38	1,949.53	1,988.68	2,035.08	2,075.68				
	22.85	23.58	24.34	25.15	25.95	26.89	27.43	28.07	28.63				

YEAR 5 SALARY SCHEDULE

Effective 2025 03 22 through 2026 03 20

Administrative Secretary (OY3) (Formerly Administrative Secretary AY3)	47,150 1,807.43 24.93	48,399 1,855.28 25.59	49,760 1,907.48 26.31	51,103 1,958.95 27.02	52,503 2,012.60 27.76	53,921 2,066.98 28.51	55,264 2,118.45 29.22	56,399 2,161.95 29.82	57,534 2,205.45 30.42				
Clerk 1 (OL1) (Formerly Clerk 3, CL3)	47,264 1,811.78 24.99	48,474 1,858.18 25.63	49,817 1,909.65 26.34	51,179 1,961.85 27.06	52,560 2,014.78 27.79	54,186 2,077.13 28.65	55,567 2,130.05 29.38	56,664 2,172.10 29.96	57,798 2,215.60 30.56				
Clerk 2 (OL2) (Formerly Clerk 4, CL4)	55,472 2,126.43 29.33	56,777 2,176.45 30.02	58,366 2,237.35 30.86	59,784 2,291.73 31.61	61,524 2,358.43 32.53	63,189 2,422.23 33.41	64,777 2,483.13 34.25	66,044 2,531.70 34.92	67,368 2,582.45 35.62				
Intake Analyst (OF2) (Formerly Professional Officer 2)	60,597 2,322.90 32.04	62,905 2,411.35 33.26	65,326 2,504.15 34.54	67,784 2,598.40 35.84	70,262 2,693.38 37.15	73,061 2,800.68 38.63	74,877 2,870.28 39.59	76,371 2,927.55 40.38	77,884 2,985.55 41.18				
Investigator (OF5) (Formerly Professional Officer P5)	76,882 2,947.13 40.65	79,738 3,056.60 42.16	82,877 3,176.95 43.82	86,130 3,301.65 45.54	89,534 3,432.15 47.34	93,166 3,571.35 49.26	95,511 3,661.25 50.50	97,421 3,734.48 51.51	99,369 3,809.15 52.54				
Senior Investigator (OF7) (Formerly Professional Officer 7 P7)	81,704 3,132.00 43.20	84,863 3,253.08 44.87	88,078 3,376.33 46.57	91,728 3,516.25 48.50	95,454 3,659.08 50.47	99,521 3,814.95 52.62	101,998 3,909.93 53.93	104,079 3,989.68 55.03	106,178 4,070.15 56.14				
Policy Analyst (OM2) (Formerly Planning and Program Analyst PM2)	68,106 2,610.73 36.01	71,019 2,722.38 37.55	73,685 2,824.60 38.96	76,447 2,930.45 40.42	79,340 3,041.38 41.95	82,537 3,163.90 43.64	85,714 3,285.70 45.32	87,851 3,367.63 46.45	89,629 3,435.78 47.39	91,426 3,504.65 48.34			
IT Specialist (OI1) (Formerly Information Technology Specialist 1 IS1)	56,285 2,157.60 29.76	57,798 2,215.60 30.56	60,995 2,338.13 32.25	62,470 2,394.68 33.03	64,172 2,459.93 33.93	65,893 2,525.90 34.84	67,652 2,593.33 35.77	69,430 2,661.48 36.71	71,189 2,728.90 37.64	72,607 2,783.28 38.39	74,064 2,839.10 39.16		
Information Security Officer (OI4) (Formerly Information Technology Specialist IS4)	82,348 3,156.65 43.54	85,411 3,274.10 45.16	88,570 3,395.18 46.83	91,993 3,526.40 48.64	95,606 3,664.88 50.55	99,275 3,805.53 52.49	103,492 3,967.20 54.72	107,842 4,133.95 57.02	110,547 4,237.63 58.45	112,741 4,321.73 59.61	114,991 4,408.00 60.80		
Early Resolutions Officer (OS4) (Formerly Social Services Worker 4 SP4)	64,210 2,461.38 33.95	66,574 2,552.00 35.20	68,844 2,639.00 36.40	71,359 2,735.43 37.73	73,988 2,836.20 39.12	76,636 2,937.70 40.52	79,473 3,046.45 42.02	82,669 3,168.98 43.71	85,865 3,291.50 45.40	89,081 3,414.75 47.10	91,312 3,500.30 48.28	93,204 3,572.80 49.28	95,057 3,643.85 50.26
Research Assistant (OH1) (Formerly Research Assistant 1 RH1)	44,521 1,706.65 23.54	45,940 1,761.03 24.29	47,415 1,817.58 25.07	48,985 1,877.75 25.90	50,555 1,937.93 26.73	52,389 2,008.25 27.70	53,694 2,058.28 28.39	54,678 2,095.98 28.91	55,775 2,138.03 29.49				

YEAR 6 SALARY SCHEDULE

Effective 2026 03 21 through 2027 03 19

Administrative Secretary (OY3) (Formerly Administrative Secretary AY3)	48,569 1,861.80 25.68	49,855 1,911.10 26.36	51,254 1,964.75 27.10	52,635 2,017.68 27.83	54,073 2,072.78 28.59	55,548 2,129.33 29.37	56,928 2,182.25 30.10	58,082 2,226.48 30.71	59,255 2,271.43 31.33				
Clerk 1 (OL1) (Formerly Clerk 3, CL3)	48,682 1,866.15 25.74	49,931 1,914.00 26.40	51,311 1,966.93 27.13	52,711 2,020.58 27.87	54,129 2,074.95 28.62	55,813 2,139.48 29.51	57,231 2,193.85 30.26	58,366 2,237.35 30.86	59,538 2,282.30 31.48				
Clerk 2 (OL2) (Formerly Clerk 4, CL4)	57,137 2,190.23 30.21	58,479 2,241.70 30.92	60,125 2,304.78 31.79	61,581 2,360.60 32.56	63,378 2,429.48 33.51	65,080 2,494.73 34.41	66,725 2,557.80 35.28	68,030 2,607.83 35.97	69,392 2,660.03 36.69				
Intake Analyst (OF2) (Formerly Professional Officer 2)	62,413 2,392.50 33.00	64,796 2,483.85 34.26	67,293 2,579.55 35.58	69,827 2,676.70 36.92	72,361 2,773.85 38.26	75,255 2,884.78 39.79	77,128 2,956.55 40.78	78,660 3,015.28 41.59	80,229 3,075.45 42.42				
Investigator (OF5) (Formerly Professional Officer P5)	79,189 3,035.58 41.87	82,121 3,147.95 43.42	85,355 3,271.93 45.13	88,721 3,400.98 46.91	92,220 3,535.10 48.76	95,965 3,678.65 50.74	98,386 3,771.45 52.02	100,353 3,846.85 53.06	102,358 3,923.70 54.12				
Senior Investigator (OF7) (Formerly Professional Officer 7 P7)	84,163 3,226.25 44.50	87,416 3,350.95 46.22	90,726 3,477.83 47.97	94,490 3,622.10 49.96	98,310 3,768.55 51.98	102,509 3,929.50 54.20	105,062 4,027.38 55.55	107,199 4,109.30 56.68	109,355 4,191.95 57.82				
Policy Analyst (OM2) (Formerly Planning and Program Analyst PM2)	70,149 2,689.03 37.09	73,156 2,804.30 38.68	75,898 2,909.43 40.13	78,735 3,018.18 41.63	81,724 3,132.73 43.21	85,014 3,258.88 44.95	88,286 3,384.30 46.68	90,480 3,468.40 47.84	92,315 3,538.73 48.81	94,168 3,609.78 49.79			
IT Specialist (OI1) (Formerly Information Technology Specialist 1 IS1)	57,969 2,222.13 30.65	59,538 2,282.30 31.48	62,829 2,408.45 33.22	64,342 2,466.45 34.02	66,101 2,533.88 34.95	67,879 2,602.03 35.89	69,676 2,670.90 36.84	71,510 2,741.23 37.81	73,326 2,810.83 38.77	74,782 2,866.65 39.54	76,277 2,923.93 40.33		
Information Security Officer (OI4) (Formerly Information Technology Specialist IS4)	84,825 3,251.63 44.85	87,965 3,371.98 46.51	91,218 3,496.68 48.23	94,755 3,632.25 50.10	98,481 3,775.08 52.07	102,244 3,919.35 54.06	106,594 4,086.10 56.36	111,077 4,257.93 58.73	113,857 4,364.50 60.20	116,126 4,451.50 61.40	118,434 4,539.95 62.62		
Early Resolutions Officer (OS4) (Formerly Social Services Worker 4 SP4)	66,139 2,535.33 34.97	68,579 2,628.85 36.26	70,905 2,718.03 37.49	73,496 2,817.35 38.86	76,201 2,921.03 40.29	78,943 3,026.15 41.74	81,856 3,137.80 43.28	85,147 3,263.95 45.02	88,438 3,390.10 46.76	91,747 3,516.98 48.51	94,055 3,605.43 49.73	96,003 3,680.10 50.76	97,913 3,753.33 51.77
Research Assistant (OH1) (Formerly Research Assistant 1 RH1)	45,864 1,758.13 24.25	47,321 1,813.95 25.02	48,834 1,871.95 25.82	50,460 1,934.30 26.68	52,068 1,995.93 27.53	53,959 2,068.43 28.53	55,302 2,119.90 29.24	56,323 2,159.05 29.78	57,439 2,201.83 30.37				

APPENDIX "E"**EXCLUSIONS FROM THE TERMS OF THE AGREEMENT**

The bargaining unit shall comprise all employees as defined in this Agreement except those employees in positions mutually agreed to between the parties as managerial and/or confidential exclusions.

Guidelines to be considered in negotiating exclusions shall be position classifications the incumbents of which are employed:

- (a) for the purpose of performing management functions primarily;
- (b) in a confidential capacity in matters relating to labour relations.

The exclusion of incumbents of new classifications established by the government shall be determined by mutual agreement unless specifically excluded by virtue of their being covered by another bargaining unit as specified in Article 4 – Application of Agreement.

Ombudsman

Deputy Ombudsman

Executive Director, Strategic Initiatives

Manager, Investigations, Access and Privacy Division

Manager, Systemic Investigations and Audit

Director, Early Resolution & Corporate Support

Manager of Investigations, Ombudsman Division

Manager, Intake Services

Communications Director

Manager, Public Interest Disclosure Investigations

Administrative Support Clerk (to the Ombudsman)

Manager, Administration

Senior Legal Advisor