

# COLLECTIVE AGREEMENT

- BETWEEN -

CANADIAN UNION OF PUBLIC EMPLOYEES,  
LOCAL 1063

- AND -

WORKERS COMPENSATION BOARD OF MANITOBA

TERM OF AGREEMENT:

MARCH 11, 2017 TO MARCH 5, 2021



**NEGOTIATING COMMITTEES**

**FOR THE EMPLOYER:**

Shannon Earle  
Brent Mendella  
Merrilee Allan

Nabiel Tomy  
Nancy Harley  
Dwight Doell

**FOR CUPE LOCAL 1063:**

Dennis Kshyk  
Bob Sawchyn  
Catherine Gervais

Carl Kernested  
Dave Ferguson  
Jamie Prokopec

Advisor: Stephen Terichow Parrott (CUPE National Representative)

## TABLE OF CONTENTS

	<u>Page</u>
ARTICLE 1 - PREAMBLE .....	1
ARTICLE 2 - MANAGEMENT RIGHTS.....	3
ARTICLE 3 - UNION SECURITY .....	4
ARTICLE 4 - RESPECTFUL WORKPLACE .....	5
ARTICLE 5 - CORRESPONDENCE .....	8
ARTICLE 6 - GRIEVANCE PROCEDURE.....	9
ARTICLE 7 - ARBITRATION .....	11
ARTICLE 8 - DISCHARGE, SUSPENSION AND DISCIPLINE.....	12
ARTICLE 9 - SENIORITY .....	14
ARTICLE 10 - POSTINGS, PROMOTIONS AND STAFF CHANGES .....	16
ARTICLE 11 - JOB SHARING.....	24
ARTICLE 12 - REHABILITATIVE ACCOMMODATION OF EMPLOYEES.....	29
ARTICLE 13 - HOURS OF WORK .....	30
ARTICLE 14 - OVERTIME.....	34
ARTICLE 15 - HOLIDAYS .....	35
ARTICLE 16 - VACATIONS .....	36
ARTICLE 17 - SICK LEAVE .....	38
ARTICLE 18 - LEAVE OF ABSENCE.....	43
ARTICLE 19 - PAYMENT OF WAGES AND ALLOWANCES .....	55
ARTICLE 20 - JOINT JOB EVALUATION.....	60
ARTICLE 21 - EMPLOYEE BENEFIT PLANS .....	62
ARTICLE 22 - TECHNOLOGICAL CHANGE .....	66
ARTICLE 23 - GENERAL CONDITIONS .....	67
ARTICLE 24 - LAYOFFS AND RECALL.....	69
ARTICLE 25 - COPIES OF THE AGREEMENT.....	70
ARTICLE 26 - PARKING.....	70
ARTICLE 27 - ADDICTIONS/MENTAL ILLNESS.....	71
ARTICLE 28 - HEALTH AND SAFETY .....	72
ARTICLE 29 - LABOUR MANAGEMENT COMMITTEE .....	72
ARTICLE 30 - SEVERANCE PAY.....	73
ARTICLE 31 - TERM OF AGREEMENT .....	74
APPENDIX "A" .....	76
(EXCLUSIONS FROM THE BARGAINING UNIT) .....	76
APPENDIX "B" (GENERAL WAGE INCREASE).....	77
APPENDIX "B" (GENERAL WAGE INCREASE).....	83
APPENDIX "B" (GENERAL WAGE INCREASE).....	89
APPENDIX "B" (GENERAL WAGE INCREASE).....	95
APPENDIX "C" (EXCLUSIONS NOTED IN ARTICLE 10.02) .....	101
APPENDIX "D" (LIST AND ORDER OF ARBITRATORS) .....	102
APPENDIX "E" [POSITIONS FILLED UNDER ARTICLE 10.08 (B)].....	103

LETTER OF UNDERSTANDING .....	105
RE: AMALGAMATION, SALE AND MERGER.....	105
RE: BRANDON REGIONAL OFFICE.....	106
RE: CONFIDENTIALITY OF DIVERSITY SURVEY .....	112
RE: EMPLOYEE LEAVES PURSUANT TO THE EMPLOYMENT STANDARDS CODE.....	114
RE: EQUITY, DIVERSITY AND INCLUSIVITY PROGRAM .....	115
RE: FULL-TIME PRESIDENT .....	117
RE: INFORMATION TECHNOLOGY APPRENTICESHIP .....	119
RE: JOINT JOB EVALUATION .....	121
RE: LANGUAGE QUALIFICATIONS .....	123
RE: MARKET VALUE ADJUSTMENT .....	124
RE: OVERTIME, STANDBY, AND CALLBACKS FOR FACILITIES.....	127
RE: OVERTIME, STANDBY, CALLBACKS, AND EARLY SHIFT FOR INFORMATION TECHNOLOGY (IT).....	132
RE: REPRESENTATION EXPENSES FOR REGIONAL OFFICES .....	138
RE: STAFF DEVELOPMENT AND PROGRESSION.....	139
RE: TELECOMMUTING .....	141
RE: THOMPSON REGIONAL OFFICE.....	144
RE: WORK FORCE ADJUSTMENT.....	152
RE: WORKLOAD .....	156

THIS AGREEMENT ENTERED INTO THIS \_\_\_\_ DAY OF \_\_\_\_\_, 2020 AT  
WINNIPEG, MANITOBA.

BETWEEN:

**WORKERS COMPENSATION BOARD OF MANITOBA**

(hereinafter referred to as the "Employer")

Party of the First Part,

AND:

**CANADIAN UNION OF PUBLIC EMPLOYEES, LOCAL 1063**

(hereinafter referred to as the "Union")

Party of the Second Part.

**ARTICLE 1 - PREAMBLE**

1.01 Preamble

WHEREAS Local 1063 of the Canadian Union of Public Employees is recognized as the sole certified bargaining representative of the Workers Compensation Board of Manitoba, with the exception of Classifications listed on Appendix "A", and

WHEREAS it is desired that the following negotiated Agreement, setting out the terms and conditions of employment between the members of the Union and the Employer be recognized and adhered to by all Parties concerned.

NOW THEREFORE the Parties agree as follows:

1.02 Definitions

The terms of the Agreement and any Letters of Understanding attached hereto shall apply as herein stated to employees of the Workers Compensation Board of Manitoba filling positions not listed in "Appendix 'A' - Exclusions from Bargaining Unit" who are defined as follows:

(1) Types of Positions

"Permanent" means a position established to perform a continuing employment function.

"Term" means a position established for a specific period of time or until completion of a project. The position should not exceed twelve (12) months without mutual agreement between the Parties.

(2) Types of Employees

"Regular" means an employee hired to perform the responsibilities of a permanent position on a continuous basis.

"Temporary" means an employee hired for a specific time period or until completion of a particular project.

"Casual" means an employee called in for emergency short-term relief. This shall not include employees of a temporary help agency retained to provide clerical work. The terms of this Agreement shall not apply to such employees, except:

- (a) Casual employees shall receive vacation pay biweekly at the rate of four percent (4%) of the regular hours worked in a biweekly pay period;
- (b) Casual employees shall be paid not less than the start rate of the position to which they are assigned;
- (c) Casual employees required to work on a recognized holiday shall be paid at the rate specified in Article 14;
- (d) Casual employees shall be entitled to retroactive salary increases on the same basis as other employees covered by the Collective Agreement;
- (e) The Employer agrees to deduct union dues in an amount specified by the Union in accordance with Article 3, in any pay period for which the casual employee receives any payment;
- (f) In the event no payment is made during the pay period, the Employer shall have no responsibility to deduct and remit dues for that period;
- (g) Casual employees reporting for work as requested by the Employer and finding no work available shall be guaranteed four (4) hours' pay at her basic rate of pay unless at the time of request the Employer specifies work of less than four (4) hours;
- (h) Article 6 and 7 of this Agreement apply only with respect to the terms of this Article.

"Student" means an employee hired for a limited term on the understanding that the employee intends to return to school at the end of the term. Such employees shall have only those rights that apply to casual employees.

(3) Employment Status

"Full-time" means work performed for the full prescribed hours per week on a regular and recurring basis.

"Part-time" means work performed for less than the full prescribed hours of work per week on a regular and recurring basis.

All part-time employees shall receive the wage rates, conditions of employment and perquisites specified in this Collective Agreement on a pro rata basis according to their hours of work. Membership in benefit plans shall be subject to the terms and conditions outlined in the benefit plan.

1.03 Where the context so requires, masculine and feminine genders and singular and plural shall be considered interchangeable.

1.04 "Union" means the Canadian Union of Public Employees and its Local 1063.

1.05 "Employer" means the Workers Compensation Board of Manitoba.

**ARTICLE 2 - MANAGEMENT RIGHTS**

2.01 Management Rights

The Union recognizes that it is the Employer's right to exercise the functions of management and to direct the working forces of the Employer including, without limiting the generality of the foregoing, the right to hire, suspend, discharge, promote, demote, or otherwise discipline its employees; except where, and to the extent that, the terms of the Agreement specifically limit that right.

2.02 The Employer shall exercise its right in a manner that is fair, reasonable, and consistent with the terms of the Agreement.

2.03 No employee may be required or permitted to make any written, verbal, or implied agreement, which conflicts with the terms of this Agreement.

### ARTICLE 3 - UNION SECURITY

- 3.01 All bargaining unit employees of the Employer shall, as a condition of employment, become and remain members in good standing of the Union. As a condition of employment, all new bargaining unit employees shall become and remain members in good standing of the Union.
- 3.02 The Employer shall deduct from every bargaining unit employee any dues, initiation fees, or assessments levied by the Union on members of the bargaining unit beginning on the first pay period of every new employee.
- 3.03 Deductions shall be forwarded by direct deposit to the Union's designated bank account no later than the fifteenth (15<sup>th</sup>) day of the following month for which the dues were levied. The deposit details will be forwarded electronically to the Union Treasurer including a list of the names and classifications of employees from whose wages the deductions have been made.
- 3.04 At the time that Income Tax (T-4) slips are made available, the Employer shall indicate the amount of Union dues paid by each Union member in the previous year.
- 3.05 Union officers, stewards and committee members may be entitled to leave their work during working hours in order to carry out their functions under this Agreement. This includes, but is not limited to, the investigation of, preparation and processing of grievances, attendance at meetings with the Employer, participation in negotiations and arbitration. Permission to leave work during working hours for such purposes shall first be obtained from the Department Head/Designate. Time spent in performing such Union duties, during normal working hours, including work performed on various committees, shall be considered as time worked.
- 3.06 Election of Stewards
- In order to provide an orderly and speedy procedure for the settling of grievances, the Employer acknowledges the right of the Union to appoint or elect stewards to assist members in the preparation and presentation of grievances.
- 3.07 Notification
- The Union shall provide the Employer with a current list of Officers, Shop Stewards and Committee members.
- The Employer shall provide the Union with a current list of Committee members and a list of management staff authorized to represent the Employer in labour management issues.



3.08 New Employees

New employees will be acquainted with the fact that a Union agreement is in effect and with the conditions of employment. A copy of the Agreement will be provided to each new employee and the new employee will be introduced to the appropriate Shop Steward/Union Executive Member.

3.09 Access Agreement

The Union shall have the right to have the assistance of Representatives/Advisors of the Canadian Union of Public Employees when dealing with or negotiating with the Employer.

Such Representative(s)/Advisor(s) shall have access to the Employer's premises in order to deal with matters arising out of this Collective Agreement/Manitoba *Labour Relations Act*. Such meetings shall not interfere with the normal working hours of any employee. Reasonable notice of such meetings shall be provided to the Director/Designate of Human Resources.

3.10 Bulletin Boards

Separate bulletin boards shall be provided for the use of the Union and shall be placed in all Departments. New bulletin boards shall be constructed when necessary. The Employer reserves the right to request the removal of posted material if considered damaging to the Employer and the Union agrees to comply with the request.

3.11 Picket Lines

A member of the bargaining unit shall not be required to cross a legally constituted picket line against her wishes, while in the course of her employment.

**ARTICLE 4 - RESPECTFUL WORKPLACE**

4.01 The Union and the Employer jointly affirm that every employee of the Workers Compensation Board of Manitoba shall be entitled to a respectful workplace. The environment must be free of behaviours such as discrimination, harassment, disruptive conflict and disrespectful behaviour.

The principle of fair treatment is a fundamental one. Both Parties will not condone any improper behaviour on the part of any person which would jeopardize an employee's dignity and well-being and/or undermine work relationships and productivity.

In addition, the Parties agree that a respectful workplace includes a safe and healthy workplace as defined by the Manitoba *Workplace Safety and Health Act*.

Although disrespectful behaviour, workplace conflict and harassment can be defined, in practice they can overlap. The definitions contained herein, although not all inclusive have been assigned to accommodate the different types of concerns that may arise.

#### 4.02 No Discrimination

There shall be no discrimination based on:

- ancestry
- race
- ethnic or national origin
- nationality
- political belief, association or activity
- religion or creed
- family status
- sex, including pregnancy
- age
- marital or parental status
- source of income
- sexual orientation
- place of residence
- physical or mental disability (providing such disability does not preclude the employee from performing the normal functions of the job)
- membership or activity in the Union
- any further prohibitions added to the *Human Rights Code*.

#### 4.03 Disrespectful Behaviour

Disrespectful behaviour is improper behaviour that is unwelcome and inappropriate in the workplace. It may happen once or continue over time. It can include:

- rude comments and swearing as well as spreading unfounded or misinformed rumours that damage people's reputations;
- actions or unwelcome gestures that invade privacy or personal property;
- displays or distributions of printed or electronic material that offend.

#### 4.04 Disruptive Workplace Conflict

A disruptive workplace conflict is defined as an ongoing dispute or a communication breakdown between two or more individuals that impacts their ability to work productively and cooperatively in the workplace.

#### 4.05 Definition of Harassment

- (a) Sexual harassment may be defined as any repeated and unwelcome sexual comments, looks, suggestions or physical contacts that create an uncomfortable working environment for an employee.

Sexual harassment can be expressed in a number of ways:

- verbal abuse
  - remarks, jokes, innuendoes or taunting about a person's body, attire, age, marital status, etc.
  - displaying of pornographic, offensive or derogatory pictures
  - practical jokes which cause awkwardness or embarrassment
  - invitations or requests - whether indirect, explicit or intimidating
  - leering or other gestures
  - demands for sexual favours
  - unnecessary physical contact such as touching, patting, pinching, hugging, punching
  - physical assault
  - sexual coercion where an employee who refuses to submit to a social or sexual demand is penalized by loss of a job, raise, or other employment benefit.
- (b) Personal harassment may be defined as repeated unconstructive, intentional and offensive comments or actions designed to offend, abuse or humiliate a person, when such conduct has the purpose or effect of substantially or unreasonably interfering with an employee's work performance or creating an intimidating, hostile or offensive working environment.

#### 4.06 No Harassment

- (a) No form of sexual or personal harassment shall be condoned in the workplace and it is further agreed that both Parties will work together in recognizing and dealing with such problems should they arise. Situations involving allegations of harassment shall be considered as discrimination and shall be eligible to be processed as grievances.

- (b) Where the alleged harasser is the person who would normally deal with the first step of such grievances, the grievance will automatically be sent forward to the next step.
- (c) No information relating to the grievor's personal background, lifestyle or mode of dress will be admissible during the grievance or arbitration process.
- (d) Complaints that are proven to have been made for frivolous or vindictive reasons shall be subject to disciplinary action.

4.07 Confidentiality

All matters and information relating to an allegation of harassment will be treated in a confidential and expeditious manner. Any breach of this provision during the grievance procedure may be subject to discipline.

**ARTICLE 5 - CORRESPONDENCE**

5.01 General

The Employer will send all formal communications to the President of CUPE Local 1063, with a copy to the Union Representative assigned. The Union will send all formal communications or copies of communications to the Director of Human Resources. Responses to communications will be sent to the person who originated the communication and persons copied on the original will be copied on the response.

5.02 Grievance

The Union will submit grievance correspondence to the Director of Human Resources. Responses to grievances will be directed to the Chief Shop Steward of CUPE Local 1063 with copies to the President of CUPE Local 1063, the CUPE National Representative, the Grievor and the Union Representative assigned.

5.03 Discharge, Suspension and Discipline

The Employer will send all disciplinary correspondence to the affected employee with a copy to the President of CUPE Local 1063, the CUPE National Representative and the Union Representative assigned.

## ARTICLE 6 - GRIEVANCE PROCEDURE

### 6.01 Informal Resolution Process

#### Step 1

- a) A grievance may be lodged with the Employer by, or on behalf of an employee, with respect to the meaning, application, or alleged violation of this Agreement within **fifteen (15)** days from the date that the cause of a grievance was first known to have occurred.

Prior to the submission of a written grievance, employee(s) are **strongly** encouraged to **participate in an informal resolution meeting to attempt to resolve the issue. This meeting should include the person who made the decision, the next appropriate level of management, Human Resources and a union representative.** The Parties will have **fifteen (15)** days to come to a resolution unless extended by mutual agreement.

Any discussion at this stage will be “without prejudice” to either party in the proceeding and any resolution will not be used and/or relied on by either party at any other proceeding between the Union and the Employer.

- (b) At any step of the grievance process either party may give notice of their desire to further discuss the grievance as per Article 6.01 (a). These discussions are open and “without prejudice” not to be referred to or relied upon later. Any resolution arising from these discussions shall also be “without prejudice” unless both Parties otherwise agree. The meeting shall be held within **fifteen (15)** days from receipt of the request. This time line may be extended by mutual agreement.

### 6.02 Formal Resolution Process

#### Step 2

Within **fifteen (15)** days of the informal resolution meeting, or in the absence of this meeting, from the date that the cause of the grievance was known to have occurred, the Union may file a written statement of the particulars of the grievance and the redress sought with the Director of Human Resources. A meeting shall be held within **fifteen (15)** days following receipt of the grievance and the Vice-President/Designate’s decision shall be given no later than **fifteen (15)** days following the meeting. If the Vice-President/Designate denies the grievance at Step 2, her decision shall also indicate whether or not the Employer would agree to a single arbitrator in the event the Union decides to proceed to Step 3.

### Step 3

Failing settlement **being reached** in Step 2, the Union may, within **fifteen (15)** days of the Step 2 decision, submit the grievance to arbitration by notice in writing to the Employer.

Prior to naming an arbitrator, and within **thirty (30)** days, the Parties will **meet and** attempt to come to a resolution **through discussions or set next steps (mediation by mutual agreement, single arbitrator or arbitration board)**. Any discussion at that stage will be without prejudice to either party in the proceeding and any resolution will not be used and/or relied on by either party at any other proceeding between the Union and the Employer.

#### 6.03 Grievance Procedure Varied

Where a policy grievance involving a question of general application, interpretation, or alleged violation of this Agreement occurs or where a group of employees or the Union has such a grievance, the grievance shall be submitted at Step 2. In these cases a meeting shall be held, if mutually agreed to by the Parties.

#### 6.04 Settling of Grievances

Where a grievance is not processed by the Union to the next step within the prescribed time limits it will be considered to be dropped. Where a decision is not rendered by the appropriate official of the Employer within the prescribed time limits it will be processed to the next step. Either party may request an extension of the time limits provided such extension is requested prior to the expiry of the time allowed. An extension, if requested, shall not be unreasonably withheld.

#### 6.05 Facilities for Grievances

The Employer shall supply the necessary facilities for the grievance meetings. A grievance meeting during working hours may be adjourned by the Employer within one-half (½) hour of its commencement to be continued outside of working hours.

## ARTICLE 7 - ARBITRATION

### 7.01 Composition of Board of Arbitration (herein called "The Board")

A grievance that has been processed as set out in Article 6 and not settled may be submitted, by either party, to arbitration. **Notification** shall be made by **electronic** mail/courier addressed to the other party to the agreement setting out the name and address of its nominee to an arbitration board. Within five (5) days thereafter the other party shall answer by registered mail/courier setting out the name and address of its nominee. The two (2) nominees shall then select a Chairperson.

### 7.02 Single Arbitrator

Alternatively, the Parties may agree to a single arbitrator who will be appointed on a rotating basis from the list of arbitrators agreed to by the Parties as set out in Appendix "D". **The list of arbitrators is to be maintained annually and any substitutions that are required will be made by mutual agreement of the Parties no later than January 30<sup>th</sup>.** The provisions concerning an arbitration board shall apply "mutatis mutandis" to the single arbitrator.

### 7.03 Failing to Appoint

If the recipient of a notice fails to appoint a nominee, or if the two nominees fail to agree upon a Chairperson within five (5) days of appointment, the appointment shall be made by the Manitoba Labour Board upon the request of either party.

### 7.04 Board Procedure

The Board may determine its own procedure, but shall give full opportunity to all Parties to present evidence and make representations to it. It shall hear and determine the difference or allegation and render a decision within ten (10) working days from the time the hearing is held.

### 7.05 Decisions of the Board

A decision of the majority shall be the decision of the Board. Where there is no majority decision the decision of the Chairperson shall be the decision of the Board. The decision of the Board shall be final and binding and enforceable on all Parties, but in no event shall the Board have the power to change this Agreement or to alter, modify or amend any of its provisions. However, the Board shall have the power to dispose of any discharge or discipline grievance by an arrangement it deems just and equitable.

7.06 Disagreement on Decision

Should the Parties disagree as to the meaning of the decision either party may apply to the Chairperson of the Board to reconvene the Board to clarify the decision which it shall do within three (3) working days; or where the decision of the Board has been the decision of the Chairperson, then the Chairperson shall clarify the decision within three (3) working days.

7.07 Expenses of the Board

Each party shall pay:

- (a) the fees and expenses of the nominee it appoints; or one-half (½) the fees and expenses of a single arbitrator;
- (b) one-half (½) the fees and expenses of the Chairperson.

7.08 Amending of Time Limits

Time limits, in both the grievance and arbitration procedure, may be extended by consent, in writing, by the Parties to this Agreement.

**ARTICLE 8 - DISCHARGE, SUSPENSION AND DISCIPLINE**

8.01 The Employer shall not discipline or dismiss any employee bound by this Agreement except for just cause.

- 8.02
- (a) The value of progressive discipline with the aim of being corrective in application is recognized by both Parties. Both Parties agree that disciplinary measures should be appropriate to the cause and to the principles of progressive discipline. It is understood that, where appropriate, employees shall receive oral reprimands as a first step in the disciplinary process but that such reprimands do not constitute disciplinary action, are not noted in the personnel file and are not grievable.
  - (b) The Employer will send disciplinary correspondence to the affected employee with a copy to the Union President and to the CUPE National Representative.
  - (c) Where considered necessary by the Employer, the Employer may suspend an employee with pay pending an investigation and it is agreed that such suspension shall not be considered disciplinary.
  - (d) Subject to paragraph (c) above, when the Employer is considering disciplinary action, the following shall occur:



- (i) the Employer shall cause the employee concerned and the Union to be informed of the complaint and will advise both the employee and the Union that a meeting will be held at a time and place determined by the Employer;
- (ii) the employee affected will be given the opportunity to make representation at the meeting on her own behalf, either personally or with a representative of the Union if she so desires;
- (iii) the Union and the employee shall be advised within a reasonable period of time of the decision of management arising out of the meeting;
- (iv) in any case of disciplinary action, the employee concerned, or the Union on her behalf, shall have the right of appeal as provided in Article 6;
- (v) if no further related discipline is imposed within twelve (12) months, the documentation related to the discipline shall be removed from the file. Where circumstances warrant, the time limits may be extended with the mutual agreement of the Parties.

8.03 Unjust Suspension or Discharge

Should it be found, in the course of the grievance procedure, that an employee has been unjustly suspended or discharged, or demoted, such employee shall be immediately reinstated in her former position, without loss of seniority, and shall be compensated for all time lost in an amount equal to her normal earnings during the pay period next preceding such discharge, or suspension, or demotion, or by any other arrangement as to compensation which is just and equitable, in the opinion of the Parties or in the opinion of the Board of Arbitration if the matter is referred to such a Board, or in the opinion of a single arbitrator if the matter is referred to her.

8.04 Personnel Files

Upon written request of an employee, the personnel file of that employee shall be made available for her full examination. Such examination shall be in the presence of the Director, Human Resources/Designate. The employee at her option may have a representative present. An employee may respond in writing to any documents contained in her personnel file.

8.05 Subject to the provisions of Article 8.04 the personnel record may not be revealed to any other Employer or agency except as herein provided:

- (a) Letters of reference, referral or approval to persons outside the Workers Compensation Board of Manitoba shall be given to the employee concerned for transmission by the employee;
- (b) The Human Resources Department may confirm information relating to the employee's status with the Board, e.g. length of service, job title and duties and salary. No other information will be given unless requested in writing and then it shall be referred to the Human Resources Director who shall reply in writing, giving the reply to the employee concerned to be handled as in (a);
- (c) In the event a police officer, acting in the course of her duties, requests information from the personnel record beyond the scope of this provision, the inquiry shall be directed to the Board's Legal Department.

8.06 Working Files

A working file may be maintained by supervisors for each employee under her supervision. Such files may be maintained for the purpose of matters pertaining to performance and development. Once the annual performance and development review has been completed and/or a specific issue has been resolved, supporting documentation shall be destroyed.

Upon request of an employee, the working file of that employee shall be made available for her full examination. Such examination shall be in the presence of the Supervisor/Manager. The employee at her option may have a Union representative present.

**ARTICLE 9 - SENIORITY**

9.01 Seniority is defined as the length of continuous service in the bargaining unit calculated on the basis of regular hours paid. Subject to other Articles of this Agreement, seniority shall be used in determining preference or priority for promotions, vacations, layoff, recall and permanent reduction in the work force.

9.02 Seniority Lists

A seniority list including the name, start date, seniority date, hours, status and job title of each employee in the bargaining unit shall be sent to the Union and posted on all bulletin boards by April 1<sup>st</sup> of each year.

9.03 Seniority will continue to accrue if an employee:

- (a) is on Workers' Compensation, Long Term Disability or MPI/PIPP for a period of up to one (1) year;

- (b) is on any period of paid leave of absence;
- (c) is on any unpaid leave of absence of ten (10) continuous **working days'** duration or less;
- (d) is in a temporary appointment to an out-of-scope position;
- (e) is on any period of paid or unpaid parental leave.

9.04 Seniority will be maintained but will not accrue if an employee:

- (a) is on any unpaid leave of absence over ten (10) continuous **working days'** duration **or less**;
- (b) is absent on Workers' Compensation, Long Term Disability or MPI/PIPP for a period in excess of one (1) year;
- (c) is permanently transferred/promoted out of the bargaining unit **for a period of fifty-two (52) weeks or less**;
- (d) is laid off for a period of fifty-two (52) weeks or less.

9.05 Seniority will terminate if an employee:

- (a) resigns;
- (b) is discharged and not reinstated under the grievance and arbitration procedures;
- (c) is laid off and fails to report for duty as instructed, except where a laid off employee is required to give notice to another Employer or where the laid off employee fails to report due to illness as verified by a qualified physician;
- (d) is laid off for more than fifty-two (52) weeks;
- (e) fails to report for work within five (5) working days, as scheduled, at the end of a leave of absence, suspension or vacation, without an explanation satisfactory to the Employer.
- (f) **is permanently transferred out of the bargaining unit for more than fifty-two (52) weeks.**

9.06 Bridging of Seniority

Seniority is credited back when an employee has a break in service of one (1) month or less and is rehired.

9.07 Transfer Out of Bargaining Unit

No employee shall be transferred to a position outside of the bargaining unit without her consent.

Employees who transfer out of the bargaining unit for temporary or term assignments/appointments will retain status in the bargaining unit and will continue to have the appropriate deductions made for union dues.

**ARTICLE 10 - POSTINGS, PROMOTIONS AND STAFF CHANGES**

10.01 Outside Advertising

The Employer will provide each employee the opportunity of applying for job postings. Members of the staff meeting the job requirements and having the required qualifications will receive preference over outside applicants.

There shall be no external advertising for bargaining unit positions (other than the exceptions indicated in this article) until notices have been posted internally, and until after applications have been processed up to but not including the Grievance Procedure, as outlined in Article 6 of this Agreement.

Concurrent external advertising may apply to positions which are filled under Article 10.08 (a) (threshold positions) and to any other position as mutually agreed by the Parties.

10.02 Job Postings

When a vacancy occurs or a new bargaining unit position is created the Employer shall post notices (electronically) advising of the vacancy and opportunity for staff to apply for the position, for a minimum period of one (1) week.

This provision does not apply to:

- (a) professional positions outside of the bargaining unit; or
- (b) positions listed in Appendix "C".

10.03 Eligibility Lists

During the term of this Collective Agreement the Employer may, without the agreement of the Union, create an eligibility list when posting to fill a vacancy or a new position.

Should the Employer wish to create an eligibility list when there is no vacancy, the Employer shall post notices of the position for which they wish to create the eligibility list (electronically) for a minimum period of one (1) week.

This Article (10.03) is subject to the ongoing approval of the Union and such approval can be withdrawn by the Union during the months of September and March of each year during the term of this Agreement. The Union agrees to discuss this matter with the Employer prior to withdrawing such approval. The President/Designate of the Local will provide three (3) months written notice to the Director of Human Resources/Designate if a withdrawal is contemplated.

Should this approval be withdrawn by the Union an eligibility list can only then be created with the mutual agreement of the Parties.

Eligibility lists may be in effect for a maximum period of six (6) months from the closing date of the competition.

10.04 Information in Postings

Posting notices shall contain the following information:

- nature of position;
- qualifications, requirements and Educational Equivalency Matrix (where applicable);
- salary;
- hours of work;
- eligibility list if applicable.

Where an employee on leave submits a written request to the Human Resources Department, requested copies of job postings will be sent to the home or e-mail address of the employee for the duration of the leave.

10.05 Qualifications shall not be established in an arbitrary or discriminatory manner.

The Union recognizes that the Employer has the right to fill positions outside of the bargaining unit as it sees fit.

10.06 Union Informed of Applicants

The Employer shall provide the Union with the names of those persons covered by the Agreement who are not successful plus that of the successful applicant within five (5) working days of the closing date or two (2) working days after a decision has been reached, whichever is later. The Employer will, on request, provide a written statement setting out the reasons for not promoting the senior applicant.

10.07 Selection Documents

Where a grievance or a potential grievance arises out of the selection process, upon written request, the Employer shall provide the Union with copies of the questions, relevant answer sheets and scores, the scoring guide and the narrative committee report.

In the event of a grievance of a relatively equal position, the resume(s) of the successful applicant(s) shall be provided to the Union upon written request. The resume(s) provided shall be used only for the specific grievance/competition for which it was requested.

10.08 Filling Vacancies

- (a) In considering applications for transfers or promotions within the bargaining unit, appointments to positions not listed in Appendix "E" shall be made of the applicant with the greatest seniority providing she is able to meet the qualifications and requirements as defined in the job posting.
- (b) When filling vacancies in the positions listed in Appendix "E", seniority will prevail where the Employer, acting in a manner that is fair and reasonable, determines that experience, qualifications and ability are relatively equal.

10.09 Posting of Term Positions

- (a) When the Employer determines that a term position is to be filled, the position shall be posted in accordance with Article 10.02 and filled in accordance with Article 10.08. All employees may apply. Upon completion of the term position, the employee shall return to her former position.
- (b) If a term position exceeds twelve (12) months, without an extension mutually agreed to by the Parties, or otherwise becomes a permanent position, it shall be posted and filled as a permanent position, unless the Union waives this provision.

- (c) Notwithstanding paragraph (b) above, a term position covering for a Maternity Leave, and the vacancies directly resulting from filling such term position, may be posted for a period of up to fifteen (15) months. The Employer will attempt to ensure the posting for the position(s) accurately reflects the expected length of the term(s).
- (d) An employee in a term position may, at the discretion of the Employer, be required to complete the term before being accepted for other term appointments.

10.10 Probationary Period

Newly hired employees shall serve a probationary period of a maximum of six (6) months, prorated for part-time status on the basis of hours worked to a maximum of one (1) year, unless extended by mutual agreement of the Parties. The employee will be informed of the duration of the probationary period at the time of hiring. During the probationary period, the employee shall be entitled to all rights and benefits of this Agreement.

Notwithstanding any other provision of this Collective Agreement, the Employer may reject an employee on probation for cause.

10.11 Trial Period

- (a) The selected applicant for a position (promoted or voluntarily transferred) posted and filled in accordance with Article 10.08 (a) shall be placed on a trial period for a maximum period of three (3) months, unless extended by mutual agreement of the Parties. The selected applicant for a position posted and filled in accordance with Article 10.08 (b) shall be placed on a trial period for a maximum period of six (6) months, unless extended by mutual agreement of the Parties.

During the term of this Collective Agreement, if the position posted and filled as indicated above involves a period of formal, full-time classroom style training the start of the trial period may be delayed for a period equal to one-half (½) of the time spent in the formal, full-time training or for a period of four (4) weeks, whichever is greater. In the event the formal, full-time training occurs after the trial period commences, the trial period may be suspended during the training for the period equal to one-half (½) of the time spent in the formal, full-time training or for a period of four (4) weeks, whichever is greater.

- (b) There shall be a maximum trial period of six (6) months for employees who are promoted to positions outside of the bargaining unit.

- (c) Should the selected applicant prove unsatisfactory in the position during the trial period noted in (a) and (b) above, or if the employee finds herself unable to perform the duties in the new classification, she will revert to her former position and salary and her length of service will not suffer. Any other employee promoted or transferred because of the rearranged positions shall also revert to her former position and salary and her length of service shall not suffer.
- (d) No grievance can be filed in respect of an Employer decision that an employee promoted to a position outside the bargaining unit has proven unsatisfactory therein.

10.12 Job Training

**The Parties support** training and development appropriate to the requirement of work assignments and development for career mobility. Accordingly, where the Employer considers it appropriate, all employees in a given position will be provided reasonable opportunity to receive on the job training and development.

10.13 Transfers Outside of Winnipeg

- (a) No employee shall be permanently transferred against her will outside of Winnipeg.
- (b) A temporary transfer may be required for purposes including training, relief for vacations, illness or other such emergencies. Temporary transfers will first be solicited on a voluntary basis. Such transfers will not exceed thirty (30) days per calendar year per employee unless mutually agreed.
- (c) An employee continuously employed for the temporary transfer will be eligible for at least one (1) return trip to their place of residence, at the Employer's expense, at the end of every ten (10) working days. Consideration will be given to additional trips at the Employer's discretion.
- (d) During the time of the temporary transfer all accommodations, normal living expenses and transportation costs will be incurred by the Employer.

10.14 Release Dates

The Employer shall endeavour to release a promoted employee to their new position as soon as reasonably possible. A start date should be indicated in the letter of offer. The appropriate rate of pay for the position will commence on the start date. In the event that the employee is not released or a start date is not indicated:



- (a) for a term position, within ten (10) working days; or
- (b) for a permanent position, within twenty (20) working days

following the date of acceptance of the offer, the employee will begin to receive the appropriate rate of pay for the position.

10.15 Work Experience Placements

The Parties recognize the value to the community of work experience placements with the Employer. Work experience candidates are usually placed with the Employer for a limited period of time as part of an education program and are unpaid. In some cases they may be paid by an external agency or by the Employer. It is agreed that in no case will any member of the bargaining unit have their hours of work reduced or lose employment or employment opportunities as a result of a work experience placement. The Employer commits to notify the Union of the nature and duration of any work experience placement prior to the placement.

10.16 Summer Relief Program

The Summer Relief Program may occur annually and will usually run from May through August. The program is intended to provide adequate summer relief within various work areas to maintain acceptable service levels, provide employees with an opportunity to take vacation during the summer months and to provide developmental opportunities for staff.

Summer relief positions will be identified and posted accordingly. All threshold positions will be posted internally. For relatively equal positions, at least one (1) or a minimum of twenty-five percent (25%) of available positions (whichever is greater) will be posted internally.

Positions not filled by internal applicants will be filled by external summer students who are enrolled in an educational/training institution for the following September.

Qualifications will be reduced for summer relief positions. Applicants are expected to meet the qualifications as posted. Acceptance into a competition for summer relief positions does not guarantee acceptance into a regular competition. Satisfactory job performance in a summer relief position does not guarantee acceptance into a regular competition, but the time spent in the summer position may be considered under related experience.

**Internal applicants accepting summer relief positions will be committed to this term. They cannot accept other positions with start dates during the summer term or during the four (4) weeks prior to the start of the summer term, except by mutual agreement.**

No vacation is to be granted to those working in summer relief positions. The hours of work for summer relief positions are Monday to Friday, 8:30 a.m. to 4:30 p.m. **unless otherwise mutually agreed.** Incumbents are not eligible to participate in Compressed Workweek (CWW). CWW participants who accept a summer relief position might not retain their earned day off (EDO) upon their return to their home position.

A summer student may be granted time off without pay for personal matters (i.e. medical appointments, course registration, education related matters). Such request is subject to approval by the Manager/Supervisor (who may wish to consult with Human Resources).

All incumbents will be remunerated at the appropriate salary for the position and are subject to all other terms and conditions specified in this Agreement.

#### 10.17 Temporary Assignment to Projects or Initiatives (Secondments)

When the Employer identifies a need for a position(s) to be assigned to a project or initiative for more than eight (8) weeks and less than one (1) year (unless mutually extended by agreement with the Union) and the duties are such that they should be filled by a member(s) of the bargaining unit, the Employer shall post notices (electronically) advising of the vacancy and opportunity for staff to apply for a minimum period of one (1) week. The position will not normally have an established job description. Assignment to the project or initiative must be full-time.

In filling the position(s), seniority will prevail where the Employer, acting in a manner that is fair and reasonable, determines that experience, qualifications and ability are relatively equal. In making this decision, the Employer is entitled to consider operational requirements to minimize disruptions to service. The selection decision is subject to grievance but not to arbitration.

The successful candidate's salary will be maintained at their current pay scale and annual merit increases will continue in accordance with Article 19.02.

Should the selected applicant prove unsatisfactory during the project or initiative, or if the employee finds she is unable to perform the duties, she will revert to her former position and her salary and her length of service will not suffer. Any other employee promoted or transferred because of the rearranged positions shall also revert to her former position and her salary and length of service will not suffer.

The employee(s) shall return to her former position upon completion of the project or initiative. An employee may, at the discretion of the Employer, be required to complete the project or initiative before being accepted for other term appointments.

10.18 Temporary Transfers

Notwithstanding any other term of this Agreement, a term position of less than eight (8) weeks may be filled at the discretion of the Employer.

For temporary vacancies greater than three (3) days, the Employer will endeavour whenever possible to promote from a subordinate position. An employee may be assigned the major responsibilities of a higher paying position on a temporary basis, of up to eight weeks, unless mutually agreed to extend. Such assignments will be determined on the basis of suitability, without undue disruption to operations, in a fair and reasonable manner, taking seniority in the work unit/department into account.

In the event that promoting from a subordinate position is not operationally feasible, the Employer will use an expression of interest to identify other suitable candidates. Members of the bargaining unit whom the Employer determines are suitable and could be transferred without undue disruption to operations will be considered, in a fair and reasonable manner, taking seniority into account. An employee temporarily assigned to a lower paying position will undertake the full responsibilities of that position.

No employee will be transferred without her consent.

Selection for and performance of this assignment does not imply the employee meets the qualifications of the position.

Time spent in the term position will not be taken into consideration should the position be posted as a permanent position.

Individuals who are hired externally for positions in accordance with this Article will be deemed to be external applicants in the event that any positions are posted during this period.

## ARTICLE 11 - JOB SHARING

### 11.01 Preamble

The philosophy of alternate work arrangements such as Job Sharing recognizes that employees have obligations and commitments outside of the work place. Job Sharing provides employees with greater flexibility to balance the demands of their work and personal lives. Such arrangements are initiated by the employee and established by mutual agreement between the Parties.

### 11.02 Definitions

A "Job Share" is an alternative work arrangement whereby the duties and responsibilities of a full-time position are shared between two (2) employees with concurrence from both Parties.

A "Job Share Employee" is an employee who is currently employed in a job share position.

### 11.03 Requests for Job Sharing

Requests for Job Sharing are initiated by the employee through the Manager/Designate. The employee may elect to have Union representation when making their request. Positions filled through Job Sharing must lend themselves to this type of staffing arrangement. There should be minimal disruption to the operation of the Employer.

In the case where a Manager/Designate is unwilling to allow a Job Share arrangement, a Committee of equal representation from the Union and the Employer will be struck. A meeting of this Committee is convened within ten (10) working days of the Manager/Designate/employee requesting a meeting through Human Resources and the Committee attempts to resolve the matter for the mutual benefit of all. The Committee hears presentations from both the Manager and the employee, or the Union on the employee's behalf if the employee so wishes, requesting the Job Share and offers a joint recommendation within ten (10) working days of hearing the issue. This recommendation does not prohibit the employee from filing a grievance, as outlined in the Collective Agreement. All grievances of this nature are initially heard at Step 1 of the Grievance Procedure. The individual hearing the Step 1 Grievance will not be the person responsible for the area where the Job Share arrangement is requested.

11.04 Filling Job Share Positions

All Job Share arrangements are posted and subject to the Selection Process as defined in Article 10 of the Collective Agreement. The employee requesting a Job Share shares their own job with whomever is the successful candidate as determined through the Selection Process.

An employee selected to fill a permanent job share position shall not be transferred or promoted to another position for one (1) year from the date the job share commences unless there is a vacancy in the same position and there are no qualified internal candidates. In this case the Employer may, at its discretion, waive the one (1) year time period.

An employee selected to fill a job share position on a term basis shall not be transferred or promoted to any other position for one (1) year. The one (1) year time period may be waived by mutual agreement of the Parties in the event of exceptional circumstances.

11.05 Trial Period for Job Share Arrangement(s)

Employees who request Job Share arrangements and employees who are successful candidates for Job Sharing are given six (6) calendar months from the date they start job sharing to decide if they wish to continue with the work arrangement. Employees who decide not to continue with the arrangement have the right to return to their former position in the organization.

The Employer must allow a period of no less than three (3) months and up to six (6) months to decide if the position lends itself to a Job Share Arrangement. (This time frame may be extended by mutual agreement between the Parties). In situations where the Employer determines that the position is not suitable for job share, the Employer will inform the incumbents and the Union in writing of the reasons for the decision thirty (30) days prior to the discontinuation of the arrangement. The determination that the position does not lend itself to this type of arrangement is subject to review pursuant to the provisions of Article 11.03.

If the Job Share arrangement(s) does not remain in place, the incumbent in the permanent full-time position reverts to her former position and salary and length of service will not suffer. Any other employee promoted or transferred because of rearranged positions shall also revert to their former position and her salary and length of service will not suffer.

11.06 Vacant Job Share Positions

No one Job Share Employee owns a position. If an employee has obtained permanent status prior to job sharing, their permanent status will be retained. When one Job Share Employee resigns from the position or is promoted, the remaining Job Share Employee is offered the position on a full-time basis. If the remaining employee wishes to continue in the Job Share arrangement, the Employer posts the vacant Job Share position in accordance with the Collective Agreement. This is treated as a new Job Share arrangement and is once again subject to the six (6) calendar month trial period. In the case where the Manager is unwilling to allow the Job Share arrangement to continue, the provisions of Article 11.03 apply.

11.07 Temporarily Vacant Job Share Positions

If a Job Share Employee takes an extended leave of absence (i.e. maternity leave, general leave, deferred salary leave, etc.), the remaining Job Share partner is offered the option of working the full-time hours of the position during the period of the leave. If the remaining Job Share partner does not accept this offer, the temporary Job Share vacancy is filled in accordance with Article 10 of the Collective Agreement.

11.08 If there is more than one (1) request for job sharing in the same classification and the Department is unable to grant all requests, first consideration is given to the most senior applicant(s).

11.09 The Employer cannot initiate the posting of a Job Share position within the bargaining unit without the agreement of the Union.

11.10 Employees may not hold more than one (1) job share position at any one time.

11.11 Hours of Work

The daily hours of work shall be mutually agreeable to both Parties and within the regular working hours of the Workers Compensation Board of Manitoba as defined in Article 13 of the Collective Agreement. A certain amount of flexibility is provided to each Job Share Employee in determining their hours of work within a normal workweek provided the arrangement does not negatively affect the operations of the work area.

11.12 Minimum Hours

The minimum number of hours worked by a Job Share Employee is fourteen point five (14.5) hours per week or forty percent (40%) of a full-time position.

11.13 Maximum Hours

Job Share Employees may be requested to work excess hours over and above their regular hours but within the area's established normal working hours. All excess hours are worked on a voluntary basis with the approval of the Manager/ Designate. In such instances, overtime rates do not apply.

Job Share Employees who work fifty percent (50%) or more share hours as excess hours for three (3) consecutive pay periods are not eligible to work any excess hours for the following three (3) consecutive pay periods unless otherwise agreed to by the Union and the Employer. For example, an employee in a 50/50 Job Share arrangement basis (i.e. 36.25 hours biweekly) would be prohibited from working any excess hours for the next three (3) consecutive pay periods if they worked 54.375 hours or more in each of the three (3) preceding consecutive pay periods.

11.14 Work Outside of Regular Hours

Job Share employees who are requested by the Employer to voluntarily attend work on a day other than their regularly scheduled work day in order to attend a staff meeting, training session, out-of-town travel, etc., shall take the time worked on an alternate day as mutually agreed between the employee and her Supervisor. Notwithstanding the above, where it is not feasible for the employee to take time in lieu, or where the Employer has determined that time in lieu cannot be granted, the additional time worked shall be paid out at straight time.

11.15 Probationary Period for New Employees

A new employee hired into a Job Share arrangement is considered as probationary for the equivalent of six (6) calendar months before being confirmed in the position. Notwithstanding this, the probationary period for a Job Share Employee shall be no longer than one (1) year unless extended in accordance with Article 10.10 of the Collective Agreement.

11.16 Trial Period

An employee who has already passed their probationary period in another position with the Employer, as defined in Article 10.10, is not subject to another probationary period but is subject to the trial period as outlined in Article 10.11 of the Collective Agreement. During the trial period, Job Share employees may revert to their former positions upon request or should they prove unsatisfactory in the position.

- 11.17      Seniority
- Accrual of seniority by Job Share employees is in accordance with Article 9 of the Collective Agreement.
- 11.18      Rates of Pay
- Rates of pay for Job Share employees are based on the hourly rate calculated as the biweekly rate for their position divided by 72.5 hours.
- 11.19      Overtime
- Overtime for a Job Share employee is considered as time worked outside the area's established normal working hours.
- 11.20      Annual Increments
- Annual merit increments are awarded as outlined in Articles 1.02 and 19.02 of the Collective Agreement.
- 11.21      Automobile Allowance
- If applicable, the automobile allowance is paid on a pro rata basis, with the exception of the kilometre reimbursement, which is paid the same as that established for full-time employees.
- 11.22      Benefits
- All employee benefits are provided in accordance with the benefits plan texts and Articles 1.02 and 21.04 of the Collective Agreement.
- 11.23      Statutory Benefits
- Employment Insurance and Canada Pension Plan contributions are based on total earnings.
- 11.24      Annual Vacation
- Vacation accumulation and entitlement, as defined in Articles 1.02 and 16 of the Collective Agreement, are earned on a pro rata basis.
- 11.25      Statutory Holidays
- Job Share employees are entitled to payment for public holidays as outlined in Article 15 of the Collective Agreement.



Employees in the Job Share arrangement are responsible for adjusting their work schedules to ensure the statutory holidays are proportionately split between the participants consistent with the Job Share arrangement. Job Share employees are paid for the public holiday in that pay period on a pro rata basis that is proportionate to the Job Share arrangement.

11.26 Sick Leave

As defined in Articles 1.02 and 17 of the Collective Agreement, sick leave accumulation and entitlement are prorated based on the number of hours worked while in the Job Share arrangement.

11.27 Maternity, Parental and Adoptive Leave

Maternity, parental and adoptive leave benefits are in accordance with Article 18 of the Collective Agreement. The Job Share employee must return to the employ of the Employer for the equivalent of at least three (3) full-time months in order to be eligible to receive the Supplemental Employment Benefits (SEB) as defined in the Collective Agreement. Entitlement to maternity, parental and adoptive leave benefits and the SEB Plan are based on Job Share earnings.

**ARTICLE 12 - REHABILITATIVE ACCOMMODATION OF EMPLOYEES**

12.01 The Parties are committed to **protecting the physical and mental health and dignity of all employees by striving to provide optimal employment. Effective return to work initiatives can only be achieved where there is an atmosphere of trust among all Parties involved. This will be enhanced through supportive internal and external partnerships and open communication with the shared objective to minimize the impact of disabilities.**

12.02 We recognize the right of employees who become disabled or incapacitated to continue to engage, as far as is reasonable, in meaningful and productive employment with the Employer.

12.03 **Accommodation** is the mutual responsibility of employees, the Employer, and the Union.

12.04 Where a need has been identified, the Parties will meet to determine reasonable accommodation that is consistent with the Collective Agreement, **Human Rights Legislation, Corporate Policy** and the Workers Compensation Board of Manitoba's Mission and Values.

12.05 Where necessary, the seniority and posting provisions of the Collective Agreement may, by mutual agreement between the Union and the Employer, be waived.

12.06 In the event of a dispute on medical grounds regarding an employee's suitability for a position, the matter will be referred to a physician mutually agreed to by the Union and the Employer.

12.07 Employees accommodated under this provision will receive the greater of:

- (a) their current remuneration; or
- (b) the rate of pay of the new position.

During the period their current remuneration exceeds the rate of their new position there is no entitlement to annual merit increases.

### **ARTICLE 13 - HOURS OF WORK**

13.01 Hours

A normal workweek shall consist of five (5) days from Monday to Friday, inclusive.

A normal workday shall be from 8:30 a.m. to 4:30 p.m. with a lunch period of three-quarters of an hour.

Employees who report late for work on a consistent basis without a valid reason shall be deducted for every half (½) hour of accumulated late time at the discretion of the Department Head/Designate. This shall not limit the Employer's right to other disciplinary measures.

13.02 Break Period

All employees shall be permitted a fifteen (15) minute rest period both in the morning and in the afternoon of the workday, with the period being specified by the Department Head/Designate.

13.03 Flexible Work Arrangements

Flexible work arrangements contribute to a positive work environment and promote work life balance.

Flexible work arrangements include compressed work week program (CWWP), telecommuting, flexibility in start and finish times, and/or flexibility in working from home.

Flexible work arrangements can take on different forms depending upon the requirements of the employee and the work unit.

#### 13.03.01 Requests for Flexible Work Arrangements

All employee requests for flexible work arrangements shall be considered. Requests will be decided on the following criteria:

- the needs of the employee;
- suitability of the position, duties and work unit;
- the employee's current (within twelve [12] months) performance.

In all matters relating to flexible work arrangements, the Employer reserves **the right to determine its operational and business needs specific to the area/Department related to the request** in a manner that is fair, reasonable and **consistent with the terms of the Collective Agreement.**

The Employer may immediately but temporarily suspend flexible work arrangements in the event of a significant business disruption (e.g. pandemic or catastrophic event). The Union will be notified immediately of the suspension, including the expected duration. The flexible work arrangements will be reinstated as soon as is reasonably possible.

Requests for flexible work arrangements are first presented to an employee's immediate supervisor/manager and ultimately decided by a vice-president working in conjunction with Human Resources. The Union will be notified of all flexible work requests and decisions rendered.

Decisions concerning flexible work arrangements are subject to grievance but not arbitration.

#### 13.03.02 Joint Committee

The Parties agree to establish a joint committee on flexible work arrangements with equal representation from both the Union and Employer. The committee's mandate will include, but is not limited to, recommending general standards for flexible work arrangements, providing non-binding recommendations on specific, proposed flexible arrangements, and providing recommendations to the Parties to improve the overall functioning of the program.

Types of Flexible Work Arrangements(a) Compressed Work Week Program (CWWP)

Full-time permanent employees and full-time temporary employees on terms of at least one (1) year may apply to participate in the CWWP. The CWWP involves working an additional thirty-five (35) minutes per day in exchange for an earned day off (EDO) in each pay period that does not include a paid holiday.

The normal hours of work for employees participating in the CWWP will be extended by thirty-five (35) minutes. Each employee in the program will receive an EDO taking into consideration the preferences of the employee and the operational requirements of the Employer. Should more employees request the same available EDO than can be reasonably accommodated, seniority will be used.

In the event an employee is required to work on her scheduled EDO or have moved her EDO to meet operational requirements, she is entitled to retain this day (at straight time) or elect to be paid for the time worked at the prevailing overtime rate.

(b) Telecommuting

Telecommuting is a work option that permits an employee to perform all or a significant portion of their job responsibilities at a location other than the traditional offices of the Employer.

Telecommuting is limited to requests initiated by the employee. The employee's position must be such that the majority of their duties may be effectively performed at a site other than the traditional office of the Employer.

If the Employer determines that a telecommuting arrangement results in the organization not meeting its business or operational needs or that a telecommuting arrangement is not in its best interests, then the Employer is entitled to discontinue the telecommuting arrangement upon thirty (30) days' written notice to the Union and any employees impacted by the discontinuation of the telecommuting arrangement.

The Employer agrees that, in making a determination to discontinue a telecommuting arrangement, it will act fairly and reasonably and in a manner that is not arbitrary or discriminatory.

(c) Additional Flexible Work Arrangements

Additional flexible work arrangements include arrangements ranging from altered start and finish times to partial working from home arrangements.

Employees may request flexibility in their work schedules so long as those schedules can be accommodated within the work unit needs. An employee's regular hours of work shall not exceed 7.83 hours a day.

If the Employer determines that an additional flexible work arrangement results in the organization not meeting its business or operational needs or that the arrangement is not in the Employer's best interests, then the Employer is entitled to discontinue the arrangement upon thirty (30) days' written notice to the Union and any employees impacted by the discontinuation of the arrangement.

The Employer agrees that, in making a determination to discontinue arrangement, it will act fairly and reasonably and in a manner that is not arbitrary or discriminatory.

13.04 Hours of Work Claims Information Centre

The following shall be the conditions for the nine (9) day work cycle in the Claims Information Centre (CIC):

- (a) The daily hours of work will be seven (7) hours and fifty (50) minutes to be worked on the basis of two (2) shifts; being 7:55 a.m. to 4:30 p.m. and 10:25 a.m. to 7:00 p.m.
- (b) All employees shall be granted an additional day off being either a Monday or a Friday within a pay period that does not include a holiday as defined in Article 15. With the mutual agreement of the Employer and the employee, another day may be substituted for the Monday or Friday.
- (c) The employee will choose her day off on the basis of seniority taking into account operational requirements.
- (d) The scheduled additional day off is to be scheduled in advance and remain unchanged except:
  - (i) where mutual agreement is reached between the Employer and the employee, and

- (ii) where the employee receives a promotion and/or requests a transfer. If the transfer is at the Employer's request, the employee will retain her scheduled day off subject to operational requirements.
- (e) Applicable overtime rates of pay will apply to those hours worked in excess of the regular daily hours as set out in points (a) and (b) above, including the scheduled additional day off.
- (f) Vacation for all employees will be utilized on a day-for-day basis.
- (g) Compassionate and sick leave will be utilized on a day-for-day basis.
- (h) Employees requesting leave without pay will be deducted pay on a day-for-day basis for periods up to nine (9) days. An employee on leave without pay, for periods in excess of nine (9) consecutive working days will be charged on the basis of ten (10) days.
- (i) There will be no late shift on December 24 and December 31, or should those days fall on a weekend, on the one-half (1/2) work day provided for those holidays as indicated in the Collective Agreement, however, second shift employees shall be compensated for their full shift.
- (j) Additional day care expenses incurred by staff from 6:00 p.m. to 7:00 p.m. will be reimbursed.
- (k) Employees attending courses in the evening at an educational institution shall be allowed to leave work at 6:30 p.m., subject to operational requirements and the agreement of the Supervisor of the CIC.

## **ARTICLE 14 - OVERTIME**

### 14.01 Overtime

All time required and authorized by the Employer to be worked beyond the normal workday, the normal workweek, or on a holiday, shall be considered as overtime.

All staff who are required to work or travel on behalf of the Employer outside of normal working hours shall receive compensatory time off, or:

- (a) Rate of pay at time and one-half (1½ x) rate.

- (b) Where Sundays and Holidays apply, rate of pay at time and one-half (1½ x) for the first four (4) hours and double time (2 x) for all hours thereafter.

Arrangements for such time off shall be confirmed within thirty (30) calendar days.

Employees called for work for any reason outside of the normal working day shall receive a minimum of four (4) hours for each call out.

**If scheduled overtime is cancelled with less than twenty-four (24) hours notice, the employee shall be paid two (2) hours, at the overtime rate.**

14.02 Accumulated Overtime

An employee shall have the option of accumulating overtime up to a maximum of ten (10) non-replenishable regular workdays at any time during the vacation year. The time may be taken at a time mutually agreed between the employee and the Employer.

14.03 Standby

Employees required by the Director/Designate of Information Systems and such other departments that may be designated by the Employer to be on standby shall be paid two (2) hours of pay for each eight (8) hours of required standby, unless the employee is called into work.

Standby means a period of time that is not a regular working period during which an employee keeps herself available for immediate recall to work.

**ARTICLE 15 - HOLIDAYS**

15.01 List of Holidays

The following paid holidays shall be observed:

New Year's Day	Civic Holiday
Louis Riel Day	Labour Day
Good Friday	Thanksgiving Day
Easter Monday	Remembrance Day
Victoria Day	Christmas Day
Canada Day	Boxing Day

Where any of the above holidays fall on a Saturday or Sunday, the first working day following the holiday shall be observed as the holiday in lieu thereof. This provision is subject to any proclamation providing for observance on some day other than stated herein.

Any public holiday proclaimed by the Province of Manitoba, the Government of Canada, and/or the City of Winnipeg.

15.02 Christmas Eve and New Year's Eve

Offices shall be closed at noon on the last working day preceding December 25<sup>th</sup> and January 1<sup>st</sup>.

- 15.03 Provided notice is given to the Employer at least sixty (60) days in advance, an employee who observes other religious holidays shall be granted this time off by:
- substituting available vacation time;
  - using accumulated overtime;
  - taking leave without pay; or
  - making up lost time, if operationally feasible.

## ARTICLE 16 - VACATIONS

16.01 Length of Vacation

Employees shall receive an annual vacation with pay in accordance with credited service prior to the commencement of the vacation period of May 1 each year as follows:

Less than one (1) full year - one and one-quarter (1¼) days for each completed month providing that employees who commence employment:

- (a) Before March shall receive no less than seven (7) days' holiday during the vacation period.
- (b) In March or April shall receive five (5) days' holiday during the vacation period.

(Providing that employees in (a) and (b) above whose employment is terminated shall have vacation credits adjusted at the rate of 1¼ days for each completed month of service.)

- (i) Where the fraction is less than one-quarter (¼), no holiday credit accrues.
- (ii) Where the fraction is one-quarter (¼) to three-quarters (¾), one-half (½) day holiday credit accrues.



(iii) Where the fraction is three-quarters ( $\frac{3}{4}$ ) or more, one (1) day's holiday credit accrues.

One (1) full year      15 days

Where three (3) or more years of service are completed prior to December 31 of any year, twenty (20) days' holidays in the vacation period commencing May 1 of that year.

Where ten (10) or more years of service are completed prior to December 31 of any year, twenty-five (25) days' holidays in the vacation period commencing May 1 of that year.

Where **seventeen (17)** or more years of service are completed prior to December 31 of any year, thirty (30) days' holidays in the vacation period commencing May 1 of that year.

Where twenty-five (25) or more years of service are completed prior to December 31 of any year, thirty-five (35) days' holidays in the vacation period commencing May 1 of that year.

16.02      Holidays during Vacation

If a paid holiday falls, or is observed during an employee's vacation period, he shall be granted an additional day's vacation for each holiday in addition to his regular vacation time at a time arranged with the Department Head or designated alternate.

16.03      Vacation Pay on Termination

An employee terminating his employment shall be entitled to a proportionate payment of salary in lieu of unused earned vacation credits.

16.04      Vacation Schedules

Vacation schedules shall be posted as soon as practicable each year and may be changed only by mutual agreement between the employee and the Employer. The schedule shall be posted no later than the beginning of the new vacation period. Employees who fail to submit their request for holidays at least two (2) weeks prior to the posting of the holiday schedule may prejudice their seniority right to preference in the granting of requested vacations.

The Employer will post notices advising that requests for holidays are being accepted at least two (2) months prior to the posting of the holiday schedule.

16.05 Vacation Period

Where feasible an employee shall receive his vacation in an unbroken period unless otherwise mutually agreed upon between the employee and the Employer.

An employee entitled to three (3) weeks' vacation or more may be entitled to bank up to a maximum of five (5) working days' annual vacation. A further five (5) working days may be banked subject to the agreement of the Employer. The banked vacation shall be taken within the next vacation year at the rate of pay prevailing when the vacation is taken.

16.06 Disability during Vacation

Sick leave shall be substituted for vacation where it is established by a medical certificate or acceptable equivalent that the employee was totally disabled during his vacation. **Employees will be expected to notify leadership, on their first day back from vacation, if they were totally disabled during their vacation time, unless extenuating circumstances are present.** The vacation may be deferred and resumed by arrangement between the employee and the Employer.

**ARTICLE 17 - SICK LEAVE**

17.01 Sick Leave Defined

Sick leave means the period of time an employee is permitted to be absent from work with full pay by virtue of being sick, disabled, or quarantined and as certified by a qualified medical practitioner, except where the Employer dispenses with the certificate.

17.02 Amount of Sick Leave

Sick leave credits shall be set up in respect of an employee on the basis of:

- (a) One and one-quarter (1¼) days per month during the first four (4) years of service; and
- (b) Two and one-half (2½) days per month after the first four (4) years of service.

Sick leave credits shall accumulate as follows:

- (i) Not more than 240 days where the employee's service totals up to 10 years;

- (ii) Not more than 265 days where the employee's service is between 10 and 15 years;
- (iii) Not more than 300 days where the employee's service is between 15 and 20 years;
- (iv) Not more than 350 days where the employee's service is over 20 years.

Employees shall be notified of all sick leave to their credit at the end of each year.

Any employee who has a charge against their sick leave shall be advised at the end of each month as to the days charged.

#### 17.03 Deductions from Sick Leave

A deduction shall be made from accumulated sick leave of all normal working days (exclusive of holidays) absent by reason of sick leave as defined in 17.01, except where disablement is due to an accident for which Workers' Compensation is available. Unless specifically provided for under a separate agreement or arrangement between the Parties an absence for less than two (2) hours shall not be charged against sick leave; absence from two (2) hours to six (6) hours shall be charged as one-half (½) day sick leave and absence beyond six (6) hours shall be charged as one (1) day sick leave.

#### 17.04 Sick Leave Documents

**The Parties are committed to supporting recovery and workplace accommodation.**

**Except where the Employer waives the requirement for a certificate, an employee shall produce a certificate from a qualified medical practitioner or a qualified psychologist for any illness or disability. This certificate should include:**

- **The employee's ability or inability to perform her current job;**
- **Expected duration of absence and/or restrictions**

**For absences greater than five (5) days, an employee shall take a Functional Abilities Form (FAF) to their healthcare practitioner for completion, except where the Employer dispenses with the need. Failure to participate in this process may result in an interruption to your sick leave benefits or discipline.**

Should the Employer request a medical report/certificate/**FAF**, the cost of such report/certificate/**FAF** will be paid by the Employer.

17.05 Sick Leave Credit on Retirement

- I. Employees retiring due to normal retirement age or earlier, in accordance with the terms and conditions of the pension plan, shall be granted leave or payment of 30% of accumulated sick leave benefits.
- II. **“Where an employee’s sick leave credits are impacted by an illness resulting in an absence of greater than twenty (20) consecutive working days, in the twelve (12) months prior to their retirement date, they shall receive a credited allocation of sick days equal to the number of days missed for the purpose of applying the thirty percent (30%) calculation above”.**

17.06 Sick Leave Credit on Termination

Employees with twenty-five (25) or more years of service who voluntarily terminate their employment shall be granted payment equal to thirty percent (30%) of accumulated sick leave credits.

17.07 Family Illness/Health Related Issues

In the case of an illness/health related issue of a child, spouse, parent or live-in relative of an employee and when the employee is unable to make alternate arrangements to provide for the care of the ill person, the employee may be entitled, after advising their supervisor, to use the number of days necessary to care for the ill family member providing the employee has sick leave credits. Such leave will be with pay and shall be deducted from the employee’s sick leave credits. A certificate from a qualified medical practitioner may be requested by the Employer.

The provision shall be limited to a maximum of three (3) days in any calendar year for employees with less than four (4) years’ service and a maximum of ten (10) days in any one calendar year for employees with four (4) or more years’ service.

17.08 Abuse of Sick Leave

The Parties agree that suspected abuses of sick leave will be investigated and proven instances of abuse will result in disciplinary action, as outlined in Article 8, being taken against the employee.

17.09 Notification of Absence Due to Illness

Employees who are absent due to personal illness or family illness/health related issues must notify their Manager/Designate without delay, and, whenever possible, prior to the start of their shift.

Failure to provide notification, without good and sufficient reason, may result in loss of pay for the period of absence.

17.10 Employees qualifying for sick leave under 17.01 who have exhausted all sick leave credits or who have no sick leave credits available shall be granted sick leave without pay.

17.11 The **Parties** understand that there may be instances when employees do not have sufficient sick leave credits to cover the one hundred and twenty (120) day waiting period before becoming eligible to receive LTD benefits. Should such instance arise, the employee may use any outstanding vacation or compensatory time credits to bridge them through the LTD waiting period before applying for Employment Insurance. A medical certificate from a qualified medical practitioner certifying the employee's inability to carry out her duties due to the illness or disability shall be required unless the Employer dispenses with the certificate.

It is the expectation of the **Parties** that eligible employees will apply for LTD benefits prior to the expiry of the one hundred and twenty (120) day waiting period.

**17.12 Mental Health and Wellness Days**

**In support of our mental health strategy and contributing to the personal health and well-being of staff, each employee shall be granted two (2) Mental Health and Wellness Days in each calendar year. Employees have discretion to schedule a day, with the approval of their Manager. There is no requirement for employees to provide rationale or medical notes.**

**Days taken will be deducted from accrued sick leave and cannot be carried forward from year to year. Mental Health and Wellness days taken will not be recorded or factored in performance or attendance management.**

**17.13 Integration of Manitoba Public Insurance PIPP Benefits with Sick Leave Benefits**

(a) The **Parties** agree, that as a result of the introduction of the Personal Injury Protection Plan (PIPP) by Manitoba Public Insurance (MPI), any employee covered by this Agreement, who is in receipt of benefits under the PIPP program and chooses to concurrently claim sick leave benefits under the provisions of Article 17.01, must integrate and coordinate those benefits to ensure that the total benefits provided under both programs do not exceed one hundred percent (100%) of net take-home pay.

- (b) The total value of income top-up shall be charged against the employee's accumulated sick leave. Should the employee not have sick credits to their standing at the time of application for the integration and coordination of benefits, they shall be entitled to utilize other available credits to provide top-up in accordance with Article 17.11. An employee who has exhausted all overtime, compensating or vacation credits, shall be entitled only to those benefits provided under PIPP.
- (c) For the integration and coordination of benefits to occur, an employee must be injured in an automobile accident and, as a result of their injury, be unable to perform the duties of their normal classification and, as a result, qualify to receive sick pay benefits.
- (d) Employees will be required to release all necessary information regarding the benefits received under the PIPP program, prior to the coordination of benefits, to ensure that benefits are calculated and provided in accordance with the above. Employees who fail to provide the information necessary to coordinate these benefits shall not be entitled to receive any sick pay top-up. Should an employee collect benefits under the PIPP program and simultaneously claim for and receive full sick leave benefits, where the value of PIPP benefits and sick leave benefits exceeds one hundred percent (100%) of net take-home pay, the Employer will be entitled to recover the full value of all sick pay benefits that, when coordinated with PIPP benefits, exceeded one hundred percent (100%) of net take-home pay. The Union shall be consulted prior to the commencement of the recovery of excessive benefits.
- (e) Employees who choose to integrate PIPP benefits with paid sick leave shall be entitled to receive all other benefits set out under this Agreement, during the period that one hundred percent (100%) of net take-home pay is provided under this Agreement for a period of up to one (1) year as noted under Article 9.03 (a).
- (f) Employees in receipt of benefits shall be advised by the Employer within thirty (30) days of having their PIPP and sick pay benefits integrated and coordinated, that they may apply for Long Term Disability benefits.

## ARTICLE 18 - LEAVE OF ABSENCE

### 18.01 Union President

The Workers Compensation Board of Manitoba will provide salary and benefits in accordance with the posted permanent full-time position held by the President of CUPE Local 1063 as an employee of the WCB, in return for which the President of CUPE Local 1063 will under normal working conditions, circumstances and wherever possible:

- (a) perform the duties of her posted position as an employee of the Workers Compensation Board of Manitoba half-days; and
- (b) perform the duties and responsibilities associated with the office of the President of CUPE Local 1063 half-days; and
- (c) will continue to accrue wages and benefits in accordance with her full-time employment status with the Workers Compensation Board of Manitoba; **and**
- (d) **in the event of layoff or recall be deemed the most senior member of the bargaining unit for the time they hold the office of President of CUPE Local 1063. Recall is subject to their possessing the qualifications and ability sufficient to perform the required duties of the position half days.**

A schedule of hours will be established through mutual consent and communicated to all staff.

### 18.02 For Union Business

- (a) Where permission has been granted by the Employer to representatives of the Union to leave their employment temporarily in order to carry on negotiations with the Employer or with respect to a grievance, they shall suffer no loss of pay for the time so spent.
- (b) Upon approval of the Employer, leave of absence may be granted to employees who are elected or appointed to represent the Union at union schools, conferences, conventions, or other activities at the Union's request.

Such employee shall receive her rate of pay and benefits as provided in the Collective Agreement and the Union shall reimburse the Employer for all wages within thirty (30) days of invoice.

- (c) Leave of absence without pay and without loss of seniority may be granted, upon request to the Employer, to employees to attend executive and committee meetings of CUPE, its affiliated or chartered bodies, and any labour organizations with which the Union is affiliated.

18.03 Bereavement Leave

An employee shall be granted leave of absence of up to five (5) working days without loss of salary in the event of the death of a parent, wife, husband, live-in partner, brother, sister, child, aunt, uncle, mother-in-law, father-in-law, grandparent, brother-in-law, sister-in-law, fiancé, grandchild or other relatives who reside with the employee. When bereavement of this nature occurs during a period of vacation leave, the employee shall be entitled to qualify for bereavement leave and the days of vacation shall be credited back.

An employee may be granted up to one (1) working day of bereavement leave without loss of salary to attend a funeral.

18.04 Jury or Witness Duty

An employee called for jury duty or subpoenaed to act as a witness shall continue to receive her full earnings for the period absent from work minus the amount paid the employee as a witness or juror fee.

18.05 Education Leave

Leave of absence, with pay, shall be granted to allow employees to write examinations to upgrade employment qualifications with the Employer. Leave of absence, with or without pay, may be granted to allow employees to attend an education course to improve qualifications where the connection between the course and the Employer's operations is positive and direct but not restricted to the employee's current position.

18.06 Compassionate Leave

An employee shall be granted compassionate leave for up to five (5) working days without loss of salary in the event of serious illness of a child, spouse, parent or live-in relatives. This leave shall be granted if an employee's family as defined previously, is confined to a healthcare facility and/or is bedridden. The employee shall be eligible for up to five (5) working days to attend to the needs of the person. This period may be extended at the Employer's discretion under special circumstances.

Other compassionate leaves, with or without pay and at the discretion of the Employer, may be granted or extended for special reasons.



18.07 Storm Leave

The Employer shall grant casual leave of absence, with pay, to an employee prevented from reporting to duty due to storm conditions which make public highways impassable provided a public announcement to this effect is made by a civil authority.

18.08 General Leave

An employee may be granted leave of absence without pay and without accumulation of seniority when she presents a written request, in advance, providing reasonable cause. Such request is subject to approval by the Employer.

18.09 Maternity Leave

The provisions of this section will be effective for maternity leave pursuant to the Supplementary Employment Benefit (SUB) plan and any required amendments approved for implementation by Human Resources and Skills Development Canada.

- (a) In order to qualify under this section a pregnant employee must:
  - (i) have completed seven (7) continuous months of employment with the Employer;
  - (ii) submit to the Employer an application in writing at least four (4) weeks before the day specified in the application as the day on which she intends to commence such leave;
  - (iii) provide the Employer with a certificate from a duly qualified medical practitioner certifying that she is pregnant and specifying the estimated date of delivery;
  - (iv) provide the Employer with proof that she has applied for Employment Insurance Benefits and that she has qualified for and is entitled to such Employment Insurance Benefits.
- (b) An applicant for maternity leave under this section must sign an agreement with the Employer providing that:
  - (i) she will return to work and remain in the employ of the Employer for the equivalent of at least six (6) months of full-time employment following her return to work; and

- (ii) if she does not take parental leave as provided in Article 18.13 she will return to work on the date of the expiry of her maternity leave unless this date is modified by the Employer in accordance with (c) (iii); and
  - (iii) if she does take parental leave as provided in Article 18.13 she will return to work on the expiry of her parental leave; and
  - (iv) should she fail to return to work as provided under (i) and/or (ii) and/or (iii) above, she is indebted to the Employer for the full amount of pay received from the Employer as a maternity allowance during her entire period of maternity leave.
- (c) An employee who qualifies under this section is entitled to maternity leave consisting of:
- (i) a period not exceeding seventeen (17) weeks if delivery occurs on or before the date of delivery specified in the certificate mentioned in paragraph (a) (iii) above; or
  - (ii) 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 paragraph (a) (iii) above and the actual date of delivery, if delivery occurs after the date mentioned in the certificate;
  - (iii) the Employer may vary the length of maternity leave upon proper certification by the attending physician.
- (d) During the period of maternity leave, an employee who qualifies is entitled to a maternity leave allowance in accordance with the SUB plan as follows:
- (i) for the first two (2) weeks an employee shall receive payments which, combined with all other earnings equal ninety-five percent (95%) of her weekly rate of pay;
  - (ii) for up to a maximum of fifteen (15) additional weeks, an employee shall receive payments, which combined with Employment Insurance Benefits and all other earnings, equal ninety-three percent (93%) of her weekly rate of pay;
  - (iii) all other time as may be provided under paragraph (c) above shall be on a leave without pay basis.
- (e) The provisions of this section do not apply to employees on layoff.

- (f) During a period of leave under this section, an employee shall continue to accumulate seniority and sick leave and vacation credits.
- (g) Sections 52 through 57.1(2), and Section 60(1) through 60(6) inclusive of the *Employment Standards Code* of Manitoba shall apply.
- (h) Employees have no vested rights to payments under the plan except to payments during a period of unemployment specified in the plan (as required to satisfy Federal legislation).
- (i) Payments in respect of guaranteed annual remuneration or in respect of deferred remuneration or severance pay benefits are not reduced or increased by payments received under the plan (as required to satisfy Federal legislation).

18.10 Leave of Absence for Full-time Union or Public Duties

- (a) The Employer recognizes the right of an employee to participate in public affairs. Therefore, upon written request, the Employer may allow unpaid leave of absence of up to two (2) months, so that an employee may be a candidate in Federal, Provincial or Municipal elections.
- (b) An employee who is elected to public office shall be allowed unpaid leave of absence without loss of seniority during her terms of office for a period of one (1) year. Such leave may be reviewed each year, on request, during the term of office. Anniversary increments for the Employer shall move forward in direct relation to the leave of absence.
- (c)
  - (i) An employee who is elected or selected for a full-time position with the Union, or any body with which the Union is affiliated, shall be granted unpaid leave of absence without loss of seniority for a period of one (1) year. Such leave may be reviewed for each subsequent term of office, on request, during her term of office. Anniversary increments for the employee shall move forward in direct relation to the leave of absence.
  - (ii) The employee may end the leave of absence with two (2) weeks' notice and return to their former position and in the event the position is not available or no longer exists they shall assume the work of a like position.

18.11 Adoptive Parent Leave

An employee who qualifies for adoptive parent leave may apply for such leave in accordance with either Plan A or Plan B, but not both.

### Plan A

In order to qualify for Plan A, an employee must:

- (a) have completed seven (7) continuous months of employment with the Employer;
- (b) submit to the Employer an application, in writing, for leave under Plan A at least four (4) weeks before the day specified by her in the application as the day on which she intends to commence such leave;
- (c) provide the Employer with proof of adoption;
- (d) an employee who qualifies is entitled to and shall be granted adoption leave, without pay, consisting of a period of seventeen (17) weeks following the date of the adoption of a child;
- (e) Sections 58(1) through 59.1(2) Section 60(1) through 60(6) inclusive of the *Employment Standards Code* of Manitoba shall apply.
- (f)
  - (i) An employee who has been granted adoption leave shall be permitted to apply up to a maximum of ten (10) days of her accumulated sick leave against the Employment Insurance waiting period.
  - (ii) Should the employee not return to work following the adoptive parent leave for a period of employment sufficient to allow for re-accumulation of the number of sick days granted under subsection (i) the employee shall compensate the Employer for the balance of outstanding days at termination. Approved sick leave with pay granted during the period of return shall be counted as days worked.
  - (iii) During the period of leave under this section an employee shall continue to accumulate seniority but not sick leave or vacation credits.
- (g) The provisions of this section do not apply to employees on layoff.

### Plan B

The provisions of Plan B will be effective for adoptive parent leave pursuant to the Supplementary Employment Benefit (SUB) plan and any required amendments approved for implementation by Human Resources and Skills Development Canada.

- (a) In order to qualify under Plan B an employee must:
  - (i) have completed seven (7) continuous months of employment with the Employer;
  - (ii) submit to the Employer an application, in writing, at least four (4) weeks before the day specified by her in the application as the day on which she intends to commence such leave;
  - (iii) have adopted a child under the age of seven (7) years pursuant to the laws of the Province;
  - (iv) be the primary provider of care for the child;
  - (v) not be married to or living with another employee who has applied for adoptive leave at the same time; and
  - (vi) provide the Employer with proof that she has applied for Employment Insurance Benefits and that she has qualified for and is entitled to such E.I. Benefits.
  
- (b) An applicant for adoptive parent leave under Plan B must sign an agreement with the Employer providing that:
  - (i) she will return to work and remain in the employ of the Employer for the equivalent of at least six (6) months full-time employment following her return to work; and
  - (ii) if she does not take parental leave as provided for in Article 18.13 she will return to work on the date of the expiry of her adoptive leave unless this date is modified by the Employer; and
  - (iii) if she does take parental leave as provided in Article 18.13 she will return to work on the date of the expiry of her parental leave; and
  - (iv) should she fail to return to work as provided for under (i) and/or (ii) and/or (iii) above, she is indebted to the Employer for the full amount of pay received from the Employer as an adoptive allowance during her entire period of adoptive parent leave.
  
- (c) An employee who qualifies is entitled to and shall be granted adoptive parent leave without pay consisting of a period not exceeding seventeen (17) weeks beginning:

- (i) on the day the child comes into the employee's actual care or custody; or
  - (ii) at any time during the ninety (90) days immediately following the day on which the child comes into the employee's actual care or custody.
- (d) During the period of adoptive leave, an employee who qualifies is entitled to an adoptive parent leave allowance in accordance with the SUB plan as follows:
- (i) for the first two (2) weeks an employee shall receive payments, which combined with all other earnings, equal ninety-three percent (93%) of her weekly rate of pay;
  - (ii) for up to a maximum of fifteen (15) additional weeks, an employee shall receive payments which, combined with Employment Insurance Benefits and all other earnings, equal ninety-three percent (93%) of her weekly rate of pay.
- (e) The provisions of this section do not apply to employees on layoff.
- (f) During the period of leave under this section, an employee shall continue to accumulate seniority and sick leave and vacation credits.
- (g) Sections 58 to 59.1(2) inclusive and Sections 60(1) through 60(6) of the *Employment Standards Code* of Manitoba shall apply.
- (h) Employees have no vested right to payments under the plan except to payments during a period of unemployment specified in the plan (as required to satisfy Federal legislation).
- (i) Payments in respect of guaranteed annual remuneration or in respect of deferred remuneration or severance pay benefits are not reduced or increased by payments received under the plan (as required to satisfy Federal legislation).

18.12 Paternity Leave

- (a) A male employee may be granted up to a maximum of three (3) working days' leave, with pay, to attend to needs directly related to the birth of his child.

18.13 Parental Leave

- (a) In order to qualify for parental leave, an employee must:

- (i) be the natural mother of a child; or
  - (ii) be the natural father of a child or he must assume actual care and custody of his newborn child; or
  - (iii) adopt a child under the laws of the Province.
- (b) An employee who qualifies under (a) must:
- (i) have completed seven (7) continuous months of employment with the Employer; and
  - (ii) submit to the Employer an application, in writing, for parental leave at least four (4) weeks before the day specified in the application as the day on which the employee intends to commence the leave.
- (c) An employee who qualifies in accordance with (a) and (b) is entitled to parental leave without pay for a continuous period of up to **sixty-three (63) weeks**.
- (d) Subject to section (e), parental leave must commence not later than the first anniversary date of the birth or adoption of the child or the date on which the child comes into the actual care and custody of the employee.
- (e) Where an employee takes parental leave in addition to maternity leave, the employee must commence the parental leave immediately on expiry of the maternity leave, without a return to work, unless otherwise approved by the Employer.
- (f) Employees who return to work within the leave provisions of this Article shall be placed in the same or like position at the same rate of pay.
- (g) During a period of leave under this section, an employee shall accumulate seniority, but not sick leave or vacation credits.
- (h) (i) An employee who qualifies in accordance with (b) and (c) is entitled to parental leave top-up for a consecutive period of ten (10) weeks provided that the employee:
- (A) is the natural father of the child and has assumed the actual care and custody of the newborn child; and

- (B) provides the Employer with proof that he has applied for Employment Insurance Benefits and that the **Human Resources and Skills Development Canada**, has agreed that the employee has qualified for and is entitled to such Employment Insurance Benefits
- (ii) An applicant for parental leave allowance shall sign an agreement with the Employer providing that:
  - (A) he will return to work and remain in the employ of the Employer for the equivalent of at least six (6) months of full-time employment following his return to work; and
  - (B) specify the expected date of his return to work; and
  - (C) should he fail to return to work as provided herein, he is indebted to the Employer for the full amount of pay received from the Employer as a parental leave allowance during his entire period of parental leave.
- (iii) Following the two (2) week waiting period for Employment Insurance Benefits, the employee shall receive a parental leave allowance as follows:
  - (A) for up to a maximum of ten (10) weeks, a top-up, which combined with Employment Insurance Benefits and all other earnings, equal ninety-three percent (93%) of his weekly rate of pay.
- (iv) The provisions of this section do not apply to employees on layoff.
- (v) Employees have no vested right to payments under the Plan except to payments during a period of unemployment specified in the Plan (as required to satisfy Federal legislation).
- (vi) Payments in respect of guaranteed annual remuneration or in respect of deferred remuneration or severance pay benefits are not reduced or increased by payments received under the Plan (as required to satisfy Federal legislation).
- (vii) During the period of leave under this section, an employee shall continue to accumulate seniority and sick leave and vacation credits.



- (i) Sections 60(1) through 60(4) inclusive of the *Employment Standards Act 1987 C.E.110* as amended respecting paternity leave shall apply "mutatis mutandis".

18.14 Citizenship Leave

An employee shall be allowed up to one (1) working day, with pay, to process her Canadian citizenship application. Where circumstances warrant additional time off the Employer will allow such leave, with or without pay.

18.15 Compassionate Care Leave

An employee shall receive compassionate care leave without pay of up to **twenty-eight (28)** weeks subject to the following conditions:

- (a) An employee must have completed thirty (30) days employment as of the intended date of leave unless otherwise agreed to by the Employer.
- (b) An employee must apply in writing one week prior to taking the leave or a shorter period if circumstances warrant.
- (c) An employee may take no more than two periods of leave totalling no more than **twenty-eight (28)** weeks, which must end no later than **twenty-six (26)** weeks after the day the first period of leave began. No period of leave may be less than one (1) week's duration.
- (d) This leave is intended to enable an employee to provide care or support to a seriously ill family member.
- (e) For an employee to be eligible for leave, a physician must issue a certificate stating that:
  - (i) a family member of the employee has a serious medical condition with a significant risk of death within **twenty-six (26)** weeks from
    - (A) the day the certificate is issued, or
    - (B) if the leave was begun before the certificate was issued, the day the leave began; and
  - (ii) the family member requires the care or support of one (1) or more family members.

- (f) A family member for the purpose of this article shall be defined as spouse, common-law partner, same-sex partner, child, stepchild, parent, parent's spouse or common-law partner, brother, sister, mother-in-law, father-in-law, daughter-in-law, son-in-law, brother-in-law, sister-in-law, grandparent, grandchild and any other person described as "family member" in the Regulations pursuant to the *Employment Standards Code* of Manitoba.
- (g) An employee may end their compassionate leave earlier than **twenty-eight (28) weeks** by giving the Employer forty-eight (48) hours notice.
- (h) At the end of an employee's leave under this article, the Employer shall reinstate the employee to the position the employee occupied when the leave began.
- (i) Seniority shall accrue during any period of leave under this article.
- (j) Prior to the commencement of approved compassionate care leave, the employee can request the use of accumulated family illness leave credits as outlined in the first paragraph of Article 17.07 (Family Illness/Health Related Issues), without a medical certificate being required.
- (k) Notwithstanding the notice outlined in (g), if the death of a family member occurs during this period of leave, the employee shall revert to Bereavement Leave as outlined in Article 18.03 of the Collective Agreement.

## 18.16

### Leave for Victims of Interpersonal Violence

**An employee who is a victim of interpersonal violence or who is the parent of a child exposed to interpersonal violence shall be entitled to up to five (5) days of Interpersonal Violence leave with pay. Interpersonal Violence leave will be deducted on an hour for hour basis. This leave will be subject to the eligibility terms outlined in the *Employment Standards Code* and will be for the purposes defined under *the Code*. Reasonable verification of leave pursuant to this Article must be provided when taking paid days. An employee who takes unpaid days of leave pursuant to this Article may be required to provide verification. Employees who take leave pursuant to this Article must give the Employer as much notice as is reasonable and practicable in the circumstances. Additional leave required under this provision will be subject to the provisions of the *Employment Standards Code*. Employees who take extended leave within the leave provisions of this Article shall, upon their return to work, be placed in the same or like position at the same rate of pay. During the period of extended unpaid leave under this Article an employee shall accumulate seniority, but not sick leave or vacation credits.**

## ARTICLE 19 - PAYMENT OF WAGES AND ALLOWANCES

### 19.01 Salaries and Pay Period

- Effective March 11, 2017 – Salary increase of 0%
- Effective March 10, 2018 – Salary increase of 0%
- Effective March 9, 2019 – Salary increase of 0.75%
- Effective March 7, 2020 – Salary increase of 1%

### 19.02 Annual Merit Increases

The Parties agree that the satisfactory performance of every individual is essential to the success of the organization. The Employer shall develop and maintain a performance evaluation process to provide for the ongoing review of employee performance relative to the normal job expectations to achieve satisfactory performance and ongoing employee development. The Employer shall provide the Union with copies and updated/amendments of its performance evaluation policy together with such documented information, instructions or guidance as is made available to supervisors with respect to their role in appraising the performance of employees under their supervision.

- (a) An incumbent in a position for which there is a minimum and maximum rate of pay and who has shown satisfactory performance during the period under review shall be eligible to receive a within-grade step rate of pay increase (hereinafter called an "increment").

The period under review for a newly hired employee shall be the six (6) month period immediately prior to her annual review date.

The period under review in the case of an employee who is eligible for an annual increment shall be the twelve (12) month period immediately prior to her review date.

- (b) An employee who has not demonstrated satisfactory performance during the period under review shall be so warned at least four (4) pay periods before her review date and shall not receive an increment unless, in the opinion of the Employer, there has been sufficient improvement since the said warning to warrant giving the increment and the Employer is entirely satisfied that such improvement is likely to continue.

If the increment is withheld, a further review will be made six (6) pay periods after the regular review date and if the Employer deems that an increment is still not warranted, then the Employer may take appropriate corrective action.

19.03

Anniversary Date

- (a) The anniversary date, for purpose of 19.02 shall be the first day of the biweekly pay period in which the anniversary of the effective date of employment falls.
- (b) Where an employee receives a promotion to a position which has a higher maximum rate of pay than the position which she currently occupies, the employee will receive a pay increase to the step in the new pay range which is not less than one (1) increment in the new range. Such salary shall come into effect when the employee assumes the new duties.
- (c) The anniversary date shall be re-established as follows:
  - (i) An employee who, when promoted, receives an increase in salary equal to or greater than two (2) increments in the new range to which she has been promoted shall have her anniversary date changed to the first day of the biweekly pay period in which the promotion date falls.

If the employee does not pass the trial period pursuant to Article 10.11 of the Collective Agreement her anniversary date shall revert to the date in effect prior to the promotion.

- (ii) Where an employee has been absent from work for more than thirty (30) working days, excepting vacation, during the period under review, her anniversary date shall be changed to reflect the number of days absent.

19.04

Pay during Temporary Transfers

When an employee is assigned the major responsibilities of a different position on a temporary basis, for a period of more than three (3) consecutive working days, her salary shall be adjusted in accordance with Article 19.03 (b) and (c). Her rate of pay shall be the higher of her existing or new position.

19.05

Vacation Pay

The Employer will pay out, on request of the employee, any salary which may be payable during the period of the employee's vacation. This is to be paid on the last day worked prior to their vacation being taken.

19.06 Shift Premium

A shift premium will be mutually agreed to if a shift is established outside of normal working hours.

19.07 Automobile Allowance

As a term of employment, the Employer requires certain members of staff to use their personal automobiles in carrying out their duties on behalf of the Employer. This requirement shall be at the discretion of the Employer and the following will be paid:

- (a) Twenty-six cents (26¢) per kilometre for all kilometres travelled in the course of the Employer's business.

Included as travel in the course of the Employer's business are the following (subject to prior approval of the employee's Director/Designate):

- (i) from the employee's residence directly to a work related meeting;
- (ii) from a work related meeting directly to the employee's place of residence at the end of a work day;
- (iii) a reasonable distance for meals while at work in the field.

Plus

- (b) A monthly automobile allowance of one hundred dollars (\$100).
- (i) Employees who use their personal automobile for irregular or occasional travel on behalf of the Employer will be reimbursed at twenty-six cents (26¢) per kilometre. The Employer agrees that such employees are not required to use a personal vehicle as a condition of their employment. Included as travel in the course of the Employer's business, for which reimbursement may be claimed, are the following (subject to prior approval of the employee's Director/Designate):
    - (A) Where the employee does not normally bring their vehicle to work, from the employee's residence directly to an off site work-related meeting and/or from an off site work-related meeting directly to the employee's residence;

(B) Where the employee normally brings their vehicle to work the difference in kilometres traveled from the employee's residence to their usual work site as compared to the kilometres traveled directly to an off site work-related meeting and/or from an off site work-related meeting directly to employee's residence;

(ii) The kilometre allowance shall be adjusted quarterly on January 1<sup>st</sup>, April 1<sup>st</sup>, July 1<sup>st</sup> and October 1<sup>st</sup> of each year by one cent (01¢) for each five cent (05¢) change in the price of gasoline per litre from a benchmark price of fifty cents (50¢) per litre.

Less

(c) A parking fee.

19.08 Overtime Meal Allowance

Employees required by the Employer to work two (2) or more consecutive hours of overtime in any day shall be provided with a meal allowance of **eleven dollars and ten cents (\$11.10)** by the Employer. The overtime meal allowance shall be adjusted in accordance with the formula in Article 19.10 (f).

19.09 Educational Allowance

The Employer shall pay the full cost of any course of instruction required by the Employer.

19.10 Expenses

(a) In-Town Expenses

When an employee is working off site or attending a meeting related to the Employer's business the employee may be eligible for reimbursement for lunch meal expenses incurred in the following circumstances:

- The employee is away from the office for a period of four (4) or more consecutive hours which includes the employee's usual lunch break.
- To return to the Employer's office for lunch would be counter-productive.

The employee will be reimbursed for actual expenses incurred (a receipt is required) up to the maximum allowed for lunch as outlined in Article 19.10 (b).

(b) **Out of Town Expenses**

When an employee travelling out-of-town on the Employer's business leaves home and returns on the same day, meal costs shall be paid to a maximum of:

	<u>In Manitoba</u>	<u>North of 53<sup>rd</sup> Parallel</u>	<u>Outside Manitoba</u>
Breakfast	\$ <b>10.95</b>	\$ <b>13.85</b>	\$ <b>14.50</b>
Lunch	<b>14.85</b>	<b>17.65</b>	<b>19.65</b>
Dinner	<b>29.05</b>	<b>31.35</b>	<b>38.70</b>
Total	\$ <b><u>54.85</u></b>	\$ <b><u>62.85</u></b>	\$ <b><u>72.85</u></b>

Breakfast will be paid if departure is before 0730 hours while dinner will be paid if return after 1730.

(c) **Out-of-Town Overnight Expenses**

Employees who are required to travel out-of-town on the Employer's business and stay overnight shall be reimbursed as outlined in 19.10 (b) and shall include the following meals, as follows:

- (i) departure before 0900 hours: breakfast, lunch and dinner
  - (ii) departure after 0900 hours but before 1400 hours: lunch and dinner
  - (iii) departure after 1400 hours: dinner
  - (iv) return before 0900 hours: breakfast
  - (v) return after 0900 hours and before 1400 hours: breakfast and lunch
  - (vi) return after 1400 hours: breakfast, lunch and dinner
- (d) Travel outside of the country may be claimed in local currency.
- (e) Where the Employer's client provides meals, reimbursement will be reduced accordingly.

- (f) The meal rates shall be subject to review at six (6) month intervals based on the November and May indexes published in December and June respectively. The adjustment shall be based on the Statistics Canada (Cat. 62-001) Consumer Price Index for food purchased from restaurants in Manitoba (1986 = 100).

CPI November or May - current year x prevailing meal rate = new rate

CPI May or November - previous review month

Any adjustment made shall be effective June 30<sup>th</sup> and December 31<sup>st</sup> of each year and will be rounded off to the nearest five cents (05¢).

19.11 Tools and Equipment

- (a) In recognition of the fact that, as a direct result of performing their duties, employees may have their clothing damaged or soiled, the Employer may make appropriate compensation, following documentation of the incident.
- (b) The Employer shall supply all tools and equipment specified by the Employer as being required by an employee in the performance of her duty.

**ARTICLE 20 - JOINT JOB EVALUATION**

20.01 The Parties mutually agree that the process of job evaluation is a fair and equitable method of assessing the relative worth of the positions covered in this Agreement, **and have agreed to a Joint Job Evaluation Program that includes a Joint Job Evaluation Rating Plan (Factors, Degrees and Weights) and a Joint Job Evaluation Procedures Manual. The Joint Job Evaluation Program shall continue to be maintained according to the Job Evaluation Procedures Manual appended to and forming part of this Collective Agreement.**

During the life of this Agreement, the Parties will continue to meet with a view to maintaining the best possible evaluation plan making whatever mutually agreed changes are necessary to ensure same.

Both the Parties shall, upon request, be supplied with all documentation, new and existing evaluation results and job descriptions as this material relates to the Evaluation Program.



All classifications **in the bargaining unit** shall be subject to **joint job evaluation** and the appropriate **classification for any new bargaining unit classification** shall be determined through **joint job evaluation**. If a classification commences before the position has been through the **joint job evaluation process**, the Employer will establish an **interim salary that will** be effective until the **joint job evaluation process has been completed**. **Any necessary salary adjustments resulting from the joint job evaluation process will be retroactive to the date that the position was filled.**

20.02 If any new wage classification or rate established by the Employer is changed through the process of Job Evaluation or by the decision of the arbitrator as outlined in the Procedure Manual, the revised classification or rate and payment shall become retroactive to the time of the original establishment in the case of a new position or to the date an appeal was requested in the case of appeals.

20.03 Revision of Established Classification

At any time after an employee has been in a new classification for three (3) months, she shall have the right to request a review of her classification, if she feels that the duties of the job have substantially changed from those of the classification job description.

20.04 The Employer will examine the duties of the employee, create a new job description and will submit the new job description to the Joint Job Evaluation Committee for evaluation. The process of evaluation will determine the appropriate salary range.

20.05 If the decision given in 20.04 is not satisfactory, the Employer, the Union or the employee may initiate an appeal as outlined in the established Procedure Manual for Job Evaluation.

20.06 Any dispute as to whether a new or revised classification falls within the bargaining unit shall be referred to a joint Union/Management Committee for determination. If the Committee is unable to resolve the matter it will be submitted to a single arbitrator **or, by mutual agreement of the Parties, to the Manitoba Labour Board** for a final and binding decision. **The position(s) will not be filled on a permanent basis until a final and binding decision has been rendered by a single arbitrator or by the Manitoba Labour Board.** A list of arbitrators, mutually agreed to by the Parties will be attached to the Collective Agreement as Appendix "D".

20.07 It is understood and agreed by the Parties of this Agreement, that no incumbent covered by this Agreement, shall have her remuneration reduced by any job evaluation procedures during the term of this Agreement. Incumbent rates of pay covered in the above shall be referred to as out of schedule rates.

## **ARTICLE 21 - EMPLOYEE BENEFIT PLANS**

### **21.01 Employee Benefit Plans**

All employee benefit plans shall be fully negotiable. No changes to the benefits provided under the plans will be implemented without concurrence of the Union.

### **21.02 Joint Employee Benefit Plan Committee**

The Joint Employee Benefit Plan Committee (JEBC) has been established to study and review all employee benefit and health and welfare plans, excluding pensions; and to make recommendations as to improvements that are mutually agreed to by the Parties. The JEBC shall have full access to all pertinent information concerning the employee benefit and health plans including, summary return to work statistics for the purpose of assessing trends or patterns both within our internal process, and also within the plan carrier and the community. The JEBC shall have equal representation from the Union and the Employer. Either party may make use of technical advisors, as required.

### **21.03 Joint Pension Advisory Committee**

The Parties agree to participate in the “Workers Compensation Board of Manitoba Retirement Plan,” hereinafter referred to as the Plan and to be bound by its terms and conditions. There will be no changes to pension plan benefits or the Joint Pension Advisory Committee (JPAC) Terms of Reference without concurrence of the Union. The plan will not be terminated and there will be no windup without the agreement of the Union.

The JPAC has been established to study and review the administration of the Plan and takes direction from the Parties to investigate options and make recommendations as mutually agreed to the plan sponsor (the Board of Directors) for consideration. The JPAC shall have full access to all pertinent information including the plan text, funding valuations, Funding Policy or other governance documents, written policies or guidelines. Either party may make use of the technical advisors, as required.

The Parties further agree that:  
Employee contributions to the Pension Plan are:

7.0% of salary up to the YMPE  
9.5% of salary above the YMPE

**The Employer's current service cost contribution ratio is determined annually by the funding valuation. Should the funding valuation indicate a funding ratio of less than 100%, the Employer shall fund the Plan at 100% of employee contributions regardless of the minimum amount indicated by the valuation.**

**If the Employer makes any special payments, then the full amount of any future surplus in the Pension Fund may be used to fund the Employer's current service cost contributions of the Pension Fund, but only to the extent of the total amount of any special payments.**

**The matter of special payments, access to surplus and the effect on the Employer's current service cost contributions will be included in the list of standing items reviewed and considered for recommendations by JPAC.**

21.04 Employee Benefit Statement

The Employer shall on an annual basis provide each employee with a detailed employee benefit statement which shall outline, in clear, simple and concise terms, the benefits received and their cost, including group life insurance, extended health and dental insurance, income maintenance, pension and all statutory benefits received by an employee.

21.05 Employee Benefit Plan Disclosure

The Employer shall provide the Union with a copy of all employee benefit and health and welfare master plan texts and amendments. In addition, the Employer shall, every two (2) years provide the Union with a copy of the financial/actuarial valuation for the pension plan including a list of all pension fund investments and holdings, rate of return, and all actuarial assumptions used.

21.06 Employee Benefit Plan Coverage

Qualification for and entitlement to benefits shall be governed by plan texts, however, for the purposes of this Collective Agreement, "common-law spouse" shall include same gender partners. All references to, and provision of benefits for spouses and family members under the Collective Agreement shall include same gender partners and their families.

Should the carrier of an employee benefit listed in this Article default on the payment of any insured benefit, the responsibility for payment shall then rest with the Employer.

Should the carrier of any employee benefit listed in this article make unilateral changes to the benefits or services provided under the plan text of any benefit with the effect of increasing the cost of the benefit, the Employer shall not be responsible for these costs. In the event of the foregoing, the matter will be referred to the Joint Employee Benefits Committee to determine if coverage similar to that, which was previously available, can be obtained through a different carrier at the previous rate or at a minimal cost increase.

If the Employer is responsible for the administration and application of any insurance policy contract established to provide the employee benefits set out and if there is any difference arising with respect thereto, it shall be disposed of in accordance with the grievance and arbitration provision of this Collective Agreement.

**Should the premiums related to the Long Term Disability Plan change during the life of the Agreement, the Employer shall pay 75% of the cost of the LTD premiums and the employee(s) shall pay 25% of the cost of the LTD premiums.**

21.07 Continuation of Benefits during Work Stoppage

In the event of a work stoppage, the Employer agrees to maintain all insurance, including pension contributions and credits, on behalf of all employees. The Union agrees to reimburse the Employer for the premiums during this period.

21.08 Legislation

If the premium rate paid by the Employer for any employee benefit is reduced as a result of any legislation or other action, the amount of the saving shall be dealt with as follows:

- (a) Firstly, used to offset any premium rate increase in any other Employer paid benefit plan; or
- (b) To be applied to any other benefit plan in a manner as recommended by the joint committees referenced in Article 21.01;
- (c) Should the committee(s) be unable to reach agreement, the matter shall be determined by submission to arbitration in accordance with this Agreement.

21.09 Pre-Retirement Counselling

Recognizing the necessity of an employee planning for retirement in order to cope with the many social, psychological and economic pressures and tensions of leaving the labour force, the Employer agrees to inaugurate, in consultation and cooperation with the joint employee benefits committee and pension committee, a pre-retirement counselling program.

21.10 Death Benefit

In the event of the death of an employee a lump sum will be paid to the employee's spouse or dependent(s), in recognition of the employee's service to the board and to provide financial assistance. In the event that the employee's dependants are under age the payment will be made to the designated legal guardian.

This payment is in addition to any salary or benefits owing to the employee at the time of their death.

Payment will be calculated on the following basis:

- (a) In an amount equal to one (1) month's salary for employees with up to five (5) years' service at the time of death;
- (b) In an amount equal to two (2) months' salary for employees with five (5) and up to ten (10) years' service at the time of death;
- (c) In an amount equal to three (3) months' salary for employees with ten (10) or more years of service.

21.11 Employment Insurance

The Employer's sick leave plan (wage loss replacement plan) is registered with the Employment Insurance Commission thereby qualifying the plan for a rebate.

The Parties agree that the five-twelfths ( $\frac{5}{12}$ ) portion of the rebate that is returned to employees will be used to improve employee benefit plans as recommended by the Joint Employee Benefit Plan Committee in accordance with Article 21.01 of the Agreement. This amount will be supplemented by an Employer contribution equal to the employees'.

## ARTICLE 22 - TECHNOLOGICAL CHANGE

### 22.01 Definition

The Employer has the right to introduce technological change which shall be defined as the introduction of equipment or change in method of operation which affects the conditions of employment, workloads, job security, or wage rates of employees covered by this Collective Agreement. The Employer will endeavour to introduce technological change in a manner which, as much as is practicable, will minimize the disruptive effects on its employees.

### 22.02 Notice

Unless legislation is more favourable, the Employer shall notify the Union, in writing, at least **one hundred and twenty (120)** days before the introduction of a technological change and the matter shall be immediately negotiable. The notice shall include the following:

- (a) the nature of the change;
- (b) the date on which the Employer proposes to effect the change;
- (c) the approximate number, type and location of employees likely to be affected by the change;
- (d) the effects the change may be expected to have on the employees' working conditions and terms of employment.

### 22.03 Negotiations

The Union has the right to negotiate the effect that the technological change may have on employees. Any negotiations shall not delay the implementation of the technological change. If the Parties are unable to negotiate a settlement, the matter may be referred to the grievance and arbitration process.

### 22.04 Guaranteed Employment

No employee hired prior to March 31, 2011 shall be dismissed or have her regular hours reduced by the Employer because of a technological change.

22.05      Transfer Arrangements

An employee who is deemed redundant or displaced from her job as the result of technological change shall be given an opportunity to fill any vacancy for which she has the seniority and which she is qualified to perform. If there is no vacancy, she shall have the right to displace employees with less seniority, provided she is qualified to perform the job.

22.06      Training

Where new or greater skills are required than are already possessed by affected employees, the Employer shall give such employees a reasonable period of time, not to normally exceed six (6) months, to perfect or acquire the necessary skills. There shall be no reduction in wage or salary rates during the training period of such employees. Where retraining of employees is necessary, it shall be provided during normal working hours, where possible.

22.07      Hiring

New employees shall not be hired by the Employer until employees affected by the change, or employees on layoff, are notified of the proposed changes and allowed a reasonable training period to acquire the necessary knowledge or skill to retain their employment.

22.08      Labour Relations Act

Sections 83, 84 and 85 of the *Labour Relations Act* shall not apply.

**ARTICLE 23 - GENERAL CONDITIONS**

23.01      Resolutions of the Employer

The Employer will notify the Union of decisions made in respect of working conditions affecting members of the staff within the bargaining unit.

23.02      Contract Work

The Employer agrees that services currently performed by members of the bargaining unit shall not be contracted out resulting in the layoff or reduction in the wages or hours of work of members of the bargaining unit.

The Employer agrees to give notification and/or consult with the Union when work may be contracted out, or contracts are to be renewed. Notice shall include:

- reasons for the contracting out;
- duration of the contract;
- any potential effects on staffing levels;
- tender information, if available (amount of contract, etc.)

The Union will have reasonable opportunity to suggest ways in which the work might otherwise be performed. The Employer will give due consideration to these suggestions before making its final decision.

23.03

#### Civil Liability

If any action or proceeding is brought by a third party against any employee covered by this agreement for an alleged tort committed by her in good faith in the performance of her duties and/or committee work, 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 her shall advise the Employer through the Department Head/ Designate of any such notification or legal process.
- (b) Upon the employee notifying the Employer, the Employer and the employee shall forthwith meet and appoint counsel that is mutually agreeable to both Parties. Should the Parties be unable to agree on counsel, then the Employer shall unilaterally appoint counsel. The Employer accepts full responsibility for the conduct of the action and the employee agrees to cooperate fully with appointed counsel.
- (c) Provided the conduct of the employee giving rise to the action did not constitute gross negligence of her duty as an employee, the Employer shall pay any damages or costs awarded against such employee in any such action or proceedings and all legal fees, or any sum(s) required to be paid by the employee in connection with the settlement of any claim made against the employee providing the settlement is approved by the Employer's legal counsel before it is finalized.

This section shall not be construed to mean that the Employer shall pay any costs, expenses or fees incurred by an employee during or as a result of the Employer's internal disciplinary proceedings.



23.04

Computer

- (a) An employee who is required to operate a computer for twenty-five percent (25%) or more of her normal workweek shall, on request of either the Employer or the employee, have her eyes examined by an ophthalmologist or optometrist of her choice once every two (2) years. The Employer shall pay the cost of such examinations or tests where not covered by a medical plan. The time required for the eye examination will be considered as time worked with no deduction from sick leave.
- (b) If an employee who works on a computer develops a health problem, and where there is a possibility that continuing in her present work may result in health damage, the Union and the Employer will meet without delay in an effort to resolve the matter.

**ARTICLE 24 - LAYOFFS AND RECALL**

24.01

Definition of a Layoff

A layoff shall be defined as a reduction in the work force or a reduction in the regular hours of work as defined in this Agreement.

24.02

Role of Seniority in Layoffs

Both Parties recognize that job security shall increase in proportion to length of service. Therefore, in the event of a layoff, employees shall be laid off in the reverse order of their bargaining unit-wide seniority. An employee about to be laid off may bump any employee with less seniority, providing the employee exercising the right is qualified to perform the work of the employee with less seniority. The right to bump shall include the right to bump up.

24.03

Recall Procedure

Employees shall be recalled in the order of their seniority subject to their possessing the qualifications and ability sufficient to perform the required duties.

24.04

No New Employees

New employees shall not be hired until those laid off have been given an opportunity of recall to positions for which they possess the qualifications and ability sufficient to perform the required duties.

24.05 Advance Notice of Layoff

Unless legislation is more favourable to the employees, the Employer shall notify employees who are to be laid off thirty (30) calendar days prior to the effective date of layoff. If the employee has not had the opportunity to work the days as provided in this article, she shall be paid for the days for which work was not made available.

24.06 Grievances on Layoffs and Recalls

Grievance(s) concerning layoffs and recalls shall be initiated at Step 1 of the Grievance Procedure.

**ARTICLE 25 - COPIES OF THE AGREEMENT**

25.01 Copies of the Agreement

The Employer shall provide an electronic version of the agreement, including all letters or memorandum of understanding or intent, and provide a printed copy on request.

**ARTICLE 26 - PARKING**

26.01 It is management's right to determine which parking spots are available for allocation to bargaining unit members.

26.02 Priority

- (a) Employees without allocated parking spots who are required to use their personal automobile in carrying out their duties on behalf of the Employer and who are in receipt of an allowance pursuant to Article 19.07 will be placed on a priority waiting list on the basis of seniority. As parking spots become available, they will be offered to employees on the priority waiting list at the fee set in accordance with this article.
- (b) If an employee declines a spot, for any reason, her name will be moved to the bottom of the priority waiting list.

26.03 Non-Priority

If no employee on the priority waiting list wishes to accept an available parking spot, it shall be offered to the next employee on the non-priority waiting list, at the fee set in accordance with this article. The non-priority waiting list shall consist of the current waiting list after deletion of all employees entitled to be placed on the priority waiting list.

26.04 Evening Shift Employees

If a shift is established outside of normal working hours, parking will be provided as follows:

- (a) Use of the 333 Broadway parking after 4:30 p.m., including access to plug-in electrical facilities;
- (b) Staff will be allowed to move their vehicles to the parking lots after 4:30 p.m., and the time provided for this purpose will not be considered part of coffee or meal breaks.

26.05 Fee Increases

Parking fee increases shall parallel the percentage (%) wage increases as negotiated between the Parties.

**ARTICLE 27 - ADDICTIONS/MENTAL ILLNESS**

27.01 The Parties recognize that addictions and mental illnesses present challenges to employees.

27.02 An employee who is suspected to have or believes she has a medical disorder will be given every opportunity to rehabilitate herself before any decision is taken by the Employer regarding disciplinary action. The Parties therefore agree that:

- (a) an employee who is suspected to have a medical disorder must be advised, in the presence of a Union official, that the Employer is concerned about the effect of the alleged medical disorder upon her work performance;
- (b) the employee who is so advised will be given the opportunity to enroll in an employee assistance program;
- (c) the employee shall be given a leave of absence for the period of her participation in the program and her seniority and benefits shall continue;

- (d) only if the employee who is suspected to have or believes she has a medical disorder refuses to cooperate in the program can she be subject to discipline by the Employer;
- (e) any disciplinary action taken by the Employer against the employee is subject to the employee's right to grieve and arbitrate in accordance with Articles 6 and 7.

## **ARTICLE 28 - HEALTH AND SAFETY**

### **28.01      Cooperation on Safety**

The Parties shall cooperate in promoting and improving rules and practices which promote an occupational environment which will enhance the working conditions of employees and which will provide protection from factors adverse to employee health and safety.

### **28.02      Compliance with Health and Safety Legislation**

The Employer shall comply with all applicable health and safety legislation and regulations. All mandatory standards established shall constitute minimum acceptable practice to be improved upon by agreement of the Joint Health and Safety Committee or negotiations with the Union.

### **28.03      Union-Employer Health and Safety Committee**

A Joint Health and Safety Committee shall be established composed of an equal number of the Parties' representatives with a minimum of two (2) from each party. The committee shall hold meetings at least quarterly, or more frequently if requested by either party. Minutes shall be taken of all meetings and copies shall be sent to each party.

## **ARTICLE 29 - LABOUR MANAGEMENT COMMITTEE**

29.01      The Labour/Management Committee shall be established for the purpose of promoting the resolution of workplace issues, fostering the development of work related skills, sharing information and developing a work environment mindful of the needs of stakeholders and employees.

29.02      The committee will be comprised, in the majority, of members of the respective Executive Committees. The Employer's President and Chief Executive Officer, and the Union's National Staff Representative will endeavour to be present at all meetings.

29.03 The committee will meet at least once a year or as otherwise determined by the co-chairs.

29.04 Function of the Committee

The committee shall concern itself with the following general matters;

- (a) maintaining good communications and relations between the Employer, the Union and the employees;
- (b) improving organizational effectiveness;
- (c) improving and extending services;
- (d) receiving and reviewing suggestions from employees;
- (e) undertaking specific initiatives upon mutual agreement of the Parties.

29.05 Jurisdiction of the Committee

Committee meetings will not constitute a forum for resolving specific grievances or other differences which have been referred to a third party for resolution. The committee will not supersede the activities of any other committee of the Union or the Employer, and does not have the power to bind either party of any discussions or conclusions reached in their discussions. The committee shall have the power to make recommendations to the Parties.

29.06 Discussions during committee meetings will be privileged and without prejudice to the legal interests of either party.

29.07 Minutes will be taken by a secretary who will be provided by the Employer. The minutes will essentially record joint decisions and will be signed off by the Parties.

**ARTICLE 30 - SEVERANCE PAY**

30.01 A permanent employee who is laid off and is not recalled within fifty-two (52) weeks of the initial notice of layoff will receive severance pay, prorated for part-time employees, of the greater of:

- (a) four (4) weeks' pay; or
- (b) one (1) week per year of service with the Employer.

30.02 Upon receipt of severance pay, employment will be concluded.

## ARTICLE 31 - TERM OF AGREEMENT

### 31.01 Effective Date

This Agreement shall be binding and remain in effect for four (4) years from March **11, 2017** to March **5, 2021**.

### 31.02 Notice of Changes

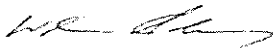
- (a) If either party to this Agreement desires to renew, revise or terminate this agreement, then not less than ninety (90) calendar days nor more than one hundred and twenty (120) calendar days prior to the expiry date, such party shall give written notice to the other party of its intent or desire.
- (b) Where a party has given notice as provided in (a) the Parties shall without delay, but in any case within ten (10) calendar days after the notice was given, or such further time as the Parties may agree upon, meet and commence to bargain collectively and make every reasonable effort to conclude a renewal or revision of the agreement, or a new Collective Agreement.
- (c) If a renewal or revision of the agreement, or a new Collective Agreement, has not been concluded before expiry of the term of the agreement, the Employer shall not without consent by, or on behalf of the employees affected, decrease rates of salary, or increase rates of salary, for the purpose of impairing the bargaining position of the bargaining agent, or alter any other term or condition of employment in effect immediately prior to the expiry or termination provided for in the agreement until:
  - (i) A renewal or revision of the agreement, or a new Collective Agreement has been concluded, or
  - (ii) A mediator appointed to endeavour to bring about agreement has reported to the Minister, and seven (7) days have elapsed after the report has been received by the Minister.

### 31.03 Agreement to Remain in Force

During the period required to negotiate a renewal or revision of this agreement, this agreement and current letters of understanding shall remain in full force and in effect without change.

The following have signed this agreement on behalf of the Parties this 30<sup>th</sup> day of June, 2020 at Winnipeg, Manitoba.

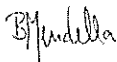
**FOR:  
WORKERS COMPENSATION  
BOARD OF MANITOBA**



\_\_\_\_\_  
**Winston Maharaj, President & Chief  
Executive Officer**



\_\_\_\_\_  
**Shannon Earle, Vice-President  
Human Resources & Strategy**



\_\_\_\_\_  
**Brent Mendella**



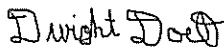
\_\_\_\_\_  
**Merrilee Allan**



\_\_\_\_\_  
**Nabil Tomy**

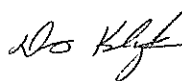


\_\_\_\_\_  
**Nancy Harley**

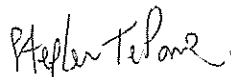


\_\_\_\_\_  
**Dwight Doell**

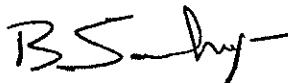
**FOR:  
CANADIAN UNION OF PUBLIC  
EMPLOYEES, LOCAL 1063**



\_\_\_\_\_  
**Dennis Kshyk, CUPE Local 1063  
President**



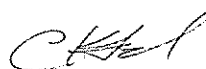
\_\_\_\_\_  
**Stephen Terichow Parrott, CUPE  
National Representative**



\_\_\_\_\_  
**Bob Sawchyn**



\_\_\_\_\_  
**Catherine Gervais**



\_\_\_\_\_  
**Carl Kernersted**



\_\_\_\_\_  
**Dave Ferguson**



\_\_\_\_\_  
**Jamie Prokopec**

**APPENDIX “A”  
(EXCLUSIONS FROM THE BARGAINING UNIT)**

Administrative Assistants to Directors  
Administrative Assistants to Vice Presidents

**Associate Actuary**

Chief Actuary

Chief Information Officer

Chief Innovation Officer

**Chief Investment Officer**

Chief Operating Officer, **SAFE Work Manitoba**

Directors

**Enterprise Architect**

Executive Assistant to the President and Chief Executive Officer

Fair Practices Advocate

Fair Practices Representative

Human Resource Personnel

Internal Audit Manager

Investment Coordinator

Managers

President and Chief Executive Officer

Registrar, Appeal Commission

Senior Analyst, Program Review

Senior Consultant, Corporate Planning and Evaluation

Vice Presidents, including:

- Chief Financial Officer, Finance and Administrative Services
- General Counsel and Vice-President, Compliance and Corporate Services

Healthcare Professionals\*

Accounting Professionals (C.A., C.M.A., C.G.A.)\*\*

Legal Professionals, including:\*\*

- Legal Counsel
- **Director, Corporate and Legal Services**
- **Legal Services Representative**

\* Professional employees who are eligible for membership in M.M.A.

\*\* Occupying positions requiring use of their professional designation



**WORKERS COMPENSATION BOARD OF MANITOBA  
APPENDIX "B"  
(GENERAL WAGE INCREASE)**

*General Wage Increase as of March 11, 2017 (0%)*

<i>Description</i>	<i>Auto Allow</i>	<i>Class</i>	<i>First Step</i>	<i>Second Step</i>	<i>Third Step</i>	<i>Fourth Step</i>	<i>Fifth Step</i>	<i>Sixth Step</i>	<i>Increment Average</i>
Vacant		1	\$ 941.55	\$ 988.59	\$ 1,035.66	\$ 1,082.73	\$ 1,129.78	\$ 1,176.89	47.07
			24,480	25,703	26,927	28,151	29,374	30,599	
Vacant		2	1,005.42	1,055.71	1,105.98	1,156.56	1,206.51	1,256.81	50.28
			26,141	27,448	28,755	30,071	31,369	32,677	
Vacant		3	1,069.37	1,122.82	1,176.27	1,229.75	1,283.22	1,336.67	53.46
			27,804	29,193	30,583	31,974	33,364	34,753	
Vacant		4	1,133.27	1,189.90	1,246.56	1,303.28	1,359.91	1,416.60	56.67
			29,465	30,937	32,411	33,885	35,358	36,832	
Administrative Services Clerk Photocopy Clerk		5	1,197.15	1,257.03	1,316.83	1,376.72	1,436.56	1,496.40	59.85
			31,126	32,683	34,238	35,795	37,351	38,906	
Medical Aid Clerk		6	1,261.08	1,324.13	1,387.17	1,450.21	1,513.26	1,576.35	63.05
			32,788	34,427	36,066	37,705	39,345	40,985	
Appointment Desk Clerk File Access Clerk Microfilm Clerk		7	1,324.98	1,391.22	1,457.44	1,523.70	1,589.91	1,656.21	66.25
			34,449	36,172	37,893	39,616	41,338	43,061	
Vacant		8	1,388.83	1,458.34	1,527.80	1,597.23	1,666.65	1,736.12	69.46
			36,110	37,917	39,723	41,528	43,333	45,139	

Assistant Scheduling Coordinator Document Management Clerk Word Processor - Central Word Processing Workstation Support Specialist		9	1,452.75	1,525.38	1,598.06	1,670.67	1,743.33	1,815.93	72.64
			37,772	39,660	41,550	43,437	45,327	47,214	
MRP Scheduling Coordinator		10	1,516.65	1,592.48	1,668.39	1,744.16	1,820.00	1,895.84	75.84
			39,433	41,404	43,378	45,348	47,320	49,292	
File Access Assistant		11	1,580.58	1,659.61	1,738.65	1,817.64	1,896.68	1,975.74	79.03
			41,095	43,150	45,205	47,259	49,314	51,369	
Accounting Services Representative Benefits Information Representative Office Administrator, Appeal Commission Recording Secretary		12	1,644.46	1,726.72	1,808.92	1,891.16	1,973.38	2,055.61	82.23
			42,756	44,895	47,032	49,170	51,308	53,446	
Accounts Payable Coordinator Accounts Receivable Representative Claims Information Representative Healthcare Services Representative Maintenance Worker Medical Aid Assessor Software Developer I	100.00	13	1,708.35	1,793.78	1,879.24	1,964.66	2,050.05	2,135.45	85.42
			44,417	46,638	48,860	51,081	53,301	55,522	
Technical Specialist I		14	1,772.28	1,860.87	1,949.54	2,038.14	2,126.75	2,215.29	88.60
			46,079	48,383	50,688	52,992	55,296	57,598	

Scheduling Coordinator		15	1,836.25	1,927.98	2,019.79	2,111.61	2,203.42	2,295.27	91.80
			47,743	50,127	52,515	54,902	57,289	59,677	
Payment Assessor		16	1,900.09	1,995.08	2,090.08	2,185.12	2,280.11	2,375.14	95.01
			49,402	51,872	54,342	56,813	59,283	61,754	
Case Management Representative Payroll Administrator Supervisor, Document Management		17	1,964.01	2,062.21	2,160.39	2,258.63	2,356.76	2,454.94	98.19
			51,064	53,617	56,170	58,724	61,276	63,828	
Collections Officer Contract & Procurement Analyst Coordinator, Accounting Services Technical Specialist II	100.00	18	2,027.89	2,129.29	2,230.73	2,332.07	2,433.47	2,534.85	101.39
	100.00		52,725	55,362	57,999	60,634	63,270	65,906	
Assessment Accounts Representative Employment Specialist Regional Case Management Representative Supervisor, Medical Aid Software Developer II Trainer	100.00	19	2,091.84	2,196.39	2,300.98	2,405.55	2,510.15	2,614.75	104.58
	100.00		54,388	57,106	59,825	62,544	65,264	67,984	
Communications Officer Program Coordinator, RWIP Special Investigations Advisor Supervisor, Enquiry Unit Supervisor, Healthcare Services Systems Analyst User Support Analyst	100.00	20	2,155.70	2,263.50	2,371.31	2,479.09	2,586.90	2,694.67	107.79
			56,048	58,851	61,654	64,456	67,259	70,061	

Adjudicator II Investment Analyst Software Quality Assurance Specialist Supervisor, Claims Information Centre		21	2,219.66	2,330.58	2,441.57	2,552.41	2,663.53	2,774.47	110.96
			57,711	60,595	63,481	66,363	69,252	72,136	
Auditor Financial Business Analyst Payment Specialist Research & Policy Analyst Supervisor, Facilities and Security Supervisor, File Access and Admin Services	100.00	22	2,283.53	2,397.69	2,511.87	2,626.03	2,740.21	2,854.37	114.17
			59,372	62,340	65,309	68,277	71,245	74,214	
	100.00								
Network Analyst Rehabilitation Specialist Safe Work Analyst Supervisor, Payment Services Vocational Rehabilitation Consultant I	100.00	23	2,347.39	2,464.81	2,582.15	2,699.54	2,816.88	2,934.30	117.38
			61,032	64,085	67,136	70,188	73,239	76,292	
	100.00								
Application Solution Architect Assessment Business Analyst Business Analyst Database Analyst Project Manager Software Developer III		24	2,411.34	2,531.89	2,652.47	2,773.02	2,893.64	3,014.20	120.57
			62,695	65,829	68,964	72,099	75,235	78,369	

Application Architect Assistant Registrar, Appeal Commission  Senior Network Analyst Senior Systems Analyst - Database Administration and Technical Support Supervisor, Application Development Supervisor, Assessment Accounts Supervisor, Collections Supervisor, Communications	100.00	25	2,475.23	2,598.99	2,722.73	2,846.54	2,970.27	3,094.04	123.76
			64,356	67,574	70,791	74,010	77,227	80,445	
Case Manager	100.00	26	2,539.13	2,666.08	2,793.05	2,920.03	3,046.94	3,173.95	126.96
Safe Work Coordinator	100.00		66,017	69,318	72,619	75,921	79,220	82,523	
Senior Project Manager									
Technical Architect									
Infrastructure Specialist	100.00	27	2,603.02	2,733.21	2,863.39	2,993.51	3,123.69	3,253.84	130.16
Process Performance Specialist			67,679	71,063	74,448	77,831	81,216	84,600	
Review Officer									
Senior Case Manager									
Service Quality Analyst									
Senior Research & Policy Analyst									
Audit Supervisor	100.00	28	2,666.91	2,800.33	2,933.66	3,067.01	3,200.38	3,333.75	133.37
Supervisor, Adjudication Services	100.00		69,340	72,809	76,275	79,742	83,210	86,678	
Supervisor, Assessment Program Services	100.00								
Vacant		29	2,732.37	2,869.07	3,005.67	3,142.28	3,278.93	3,415.57	136.64
			71,042	74,596	78,147	81,699	85,252	88,805	

139.99							30	100.00	Supervisor, Special Services Unit
	3,499.40	3,359.43	3,219.41	3,079.46	2,939.50	2,799.45			
	90,984	87,345	83,705	80,066	76,427	72,786			

**WORKERS COMPENSATION BOARD OF MANITOBA  
APPENDIX "B"  
(GENERAL WAGE INCREASE)**

*General Wage Increase as of March 10, 2018 (0%)*

<i>Description</i>	<i>Auto Allow</i>	<i>Class</i>	<i>First Step</i>	<i>Second Step</i>	<i>Third Step</i>	<i>Fourth Step</i>	<i>Fifth Step</i>	<i>Sixth Step</i>	<i>Increment Average</i>
Vacant		1	\$ 941.55	\$ 988.59	\$ 1,035.66	\$ 1,082.73	\$ 1,129.78	\$ 1,176.89	47.07
			24,480	25,703	26,927	28,151	29,374	30,599	
Vacant		2	1,005.42	1,055.71	1,105.98	1,156.56	1,206.51	1,256.81	50.28
			26,141	27,448	28,755	30,071	31,369	32,677	
Vacant		3	1,069.37	1,122.82	1,176.27	1,229.75	1,283.22	1,336.67	53.46
			27,804	29,193	30,583	31,974	33,364	34,753	
Vacant		4	1,133.27	1,189.90	1,246.56	1,303.28	1,359.91	1,416.60	56.67
			29,465	30,937	32,411	33,885	35,358	36,832	
Administrative Services Clerk Photocopy Clerk		5	1,197.15	1,257.03	1,316.83	1,376.72	1,436.56	1,496.40	59.85
			31,126	32,683	34,238	35,795	37,351	38,906	
Medical Aid Clerk		6	1,261.08	1,324.13	1,387.17	1,450.21	1,513.26	1,576.35	63.05
			32,788	34,427	36,066	37,705	39,345	40,985	
Appointment Desk Clerk File Access Clerk Microfilm Clerk		7	1,324.98	1,391.22	1,457.44	1,523.70	1,589.91	1,656.21	66.25
			34,449	36,172	37,893	39,616	41,338	43,061	
Vacant		8	1,388.83	1,458.34	1,527.80	1,597.23	1,666.65	1,736.12	69.46
			36,110	37,917	39,723	41,528	43,333	45,139	

Assistant Scheduling Coordinator Document Management Clerk Word Processor - Central Word Processing Workstation Support Specialist		9	1,452.75	1,525.38	1,598.06	1,670.67	1,743.33	1,815.93	72.64
			37,772	39,660	41,550	43,437	45,327	47,214	
MRP Scheduling Coordinator		10	1,516.65	1,592.48	1,668.39	1,744.16	1,820.00	1,895.84	75.84
			39,433	41,404	43,378	45,348	47,320	49,292	
File Access Assistant		11	1,580.58	1,659.61	1,738.65	1,817.64	1,896.68	1,975.74	79.03
			41,095	43,150	45,205	47,259	49,314	51,369	
Accounting Services Representative Benefits Information Representative Office Administrator, Appeal Commission Recording Secretary		12	1,644.46	1,726.72	1,808.92	1,891.16	1,973.38	2,055.61	82.23
			42,756	44,895	47,032	49,170	51,308	53,446	
Accounts Payable Coordinator Accounts Receivable Representative Claims Information Representative Healthcare Services Representative Maintenance Worker Medical Aid Assessor Software Developer I	100.00	13	1,708.35	1,793.78	1,879.24	1,964.66	2,050.05	2,135.45	85.42
			44,417	46,638	48,860	51,081	53,301	55,522	
Technical Specialist I		14	1,772.28	1,860.87	1,949.54	2,038.14	2,126.75	2,215.29	88.60
			46,079	48,383	50,688	52,992	55,296	57,598	



Scheduling Coordinator		15	1,836.25	1,927.98	2,019.79	2,111.61	2,203.42	2,295.27	91.80	
			47,743	50,127	52,515	54,902	57,289	59,677		
Payment Assessor		16	1,900.09	1,995.08	2,090.08	2,185.12	2,280.11	2,375.14	95.01	
			49,402	51,872	54,342	56,813	59,283	61,754		
Case Management Representative Payroll Administrator Supervisor, Document Management		17	1,964.01	2,062.21	2,160.39	2,258.63	2,356.76	2,454.94	98.19	
			51,064	53,617	56,170	58,724	61,276	63,828		
Collections Officer Contract & Procurement Analyst Coordinator, Accounting Services Technical Specialist II	100.00	18	2,027.89	2,129.29	2,230.73	2,332.07	2,433.47	2,534.85	101.39	
	100.00		52,725	55,362	57,999	60,634	63,270	65,906		
Assessment Accounts Representative Employment Specialist Regional Case Management Representative Supervisor, Medical Aid Software Developer II Trainer	100.00	19	2,091.84	2,196.39	2,300.98	2,405.55	2,510.15	2,614.75	104.58	
	100.00		54,388	57,106	59,825	62,544	65,264	67,984		
Communications Officer Program Coordinator, RWIP Special Investigations Advisor Supervisor, Enquiry Unit Supervisor, Healthcare Services Systems Analyst User Support Analyst	100.00	20	2,155.70	2,263.50	2,371.31	2,479.09	2,586.90	2,694.67	107.79	
			56,048	58,851	61,654	64,456	67,259	70,061		

Adjudicator II Investment Analyst Software Quality Assurance Specialist Supervisor, Claims Information Centre		21	2,219.66	2,330.58	2,441.57	2,552.41	2,663.53	2,774.47	110.96
			57,711	60,595	63,481	66,363	69,252	72,136	
Auditor Financial Business Analyst Payment Specialist Research & Policy Analyst Supervisor, Facilities and Security Supervisor, File Access and Admin Services	100.00	22	2,283.53	2,397.69	2,511.87	2,626.03	2,740.21	2,854.37	114.17
			59,372	62,340	65,309	68,277	71,245	74,214	
	100.00								
Network Analyst Rehabilitation Specialist Safe Work Analyst Supervisor, Payment Services Vocational Rehabilitation Consultant I	100.00	23	2,347.39	2,464.81	2,582.15	2,699.54	2,816.88	2,934.30	117.38
			61,032	64,085	67,136	70,188	73,239	76,292	
	100.00								
Application Solution Architect Assessment Business Analyst Business Analyst Database Analyst Project Manager Software Developer III		24	2,411.34	2,531.89	2,652.47	2,773.02	2,893.64	3,014.20	120.57
			62,695	65,829	68,964	72,099	75,235	78,369	

Application Architect Assistant Registrar, Appeal Commission  Senior Network Analyst Senior Systems Analyst - Database Administration and Technical Support Supervisor, Application Development Supervisor, Assessment Accounts Supervisor, Collections Supervisor, Communications	100.00	25	2,475.23	2,598.99	2,722.73	2,846.54	2,970.27	3,094.04	123.76
			64,356	67,574	70,791	74,010	77,227	80,445	
Case Manager	100.00	26	2,539.13	2,666.08	2,793.05	2,920.03	3,046.94	3,173.95	126.96
Safe Work Coordinator	100.00		66,017	69,318	72,619	75,921	79,220	82,523	
Senior Project Manager									
Technical Architect									
Infrastructure Specialist	100.00	27	2,603.02	2,733.21	2,863.39	2,993.51	3,123.69	3,253.84	130.16
Process Performance Specialist			67,679	71,063	74,448	77,831	81,216	84,600	
Review Officer									
Senior Case Manager									
Service Quality Analyst Senior Research & Policy Analyst									
Audit Supervisor	100.00	28	2,666.91	2,800.33	2,933.66	3,067.01	3,200.38	3,333.75	133.37
Supervisor, Adjudication Services	100.00		69,340	72,809	76,275	79,742	83,210	86,678	
Supervisor, Assessment Program Services	100.00								
Vacant		29	2,732.37	2,869.07	3,005.67	3,142.28	3,278.93	3,415.57	136.64
			71,042	74,596	78,147	81,699	85,252	88,805	

Supervisor, Special Services Unit	100.00	30	2,799.45	2,939.50	3,079.46	3,219.41	3,359.43	3,499.40	139.99
			72,786	76,427	80,066	83,705	87,345	90,984	

**WORKERS COMPENSATION BOARD OF MANITOBA**  
**APPENDIX "B"**  
**(GENERAL WAGE INCREASE)**

*General Wage Increase as of March 9, 2019 (0.75%)*

<i>Description</i>	<i>Auto Allow</i>	<i>Class</i>	<i>First Step</i>	<i>Second Step</i>	<i>Third Step</i>	<i>Fourth Step</i>	<i>Fifth Step</i>	<i>Sixth Step</i>	<i>Increment Average</i>
Vacant		1	\$ 948.61	\$ 996.00	\$ 1,043.43	\$ 1,090.85	\$ 1,138.25	\$ 1,185.72	47.42
			24,664	25,896	27,129	28,362	29,595	30,829	
Vacant		2	1,012.96	1,063.63	1,114.27	1,165.23	1,215.56	1,266.24	50.66
			26,337	27,654	28,971	30,296	31,605	32,922	
Vacant		3	1,077.39	1,131.24	1,185.09	1,238.97	1,292.84	1,346.70	53.86
			28,012	29,412	30,812	32,213	33,614	35,014	
Vacant		4	1,141.77	1,198.82	1,255.91	1,313.05	1,370.11	1,427.22	57.09
			29,686	31,169	32,654	34,139	35,623	37,108	
Vacant		5	1,206.13	1,266.46	1,326.71	1,387.05	1,447.33	1,507.62	60.30
			31,359	32,923	34,494	36,063	37,631	39,198	
Medical Aid Clerk Photocopy Clerk		6	1,270.54	1,334.06	1,397.57	1,461.09	1,524.61	1,588.17	63.53
			33,034	34,686	36,337	37,988	39,640	41,292	
Vacant - -		7	1,334.92	1,401.65	1,468.37	1,535.13	1,601.83	1,668.63	66.74
			34,708	36,443	38,178	39,913	41,648	43,384	
Distribution & Print Centre Representative		8	1,399.25	1,469.28	1,539.26	1,609.21	1,679.15	1,749.14	69.98
			36,381	38,201	40,021	41,839	43,658	45,478	

Appointment Desk Clerk Document Management Clerk Word Processor - Central Word Processing		9	1,463.65	1,536.82	1,610.05	1,683.20	1,756.40	1,829.55	73.18
			38,055	39,957	41,861	43,763	45,666	47,568	
Scheduling Assistant		10	1,528.02	1,604.42	1,680.90	1,757.24	1,833.65	1,910.06	76.41
			39,729	41,715	43,703	45,688	47,675	49,662	
Vacant		11	\$1,592.43	\$1,672.06	\$1,751.69	\$1,831.27	\$1,910.91	\$1,990.56	79.63
			\$41,403	\$43,474	\$45,544	\$47,613	\$49,684	\$51,755	
Service Desk Agent Workstation Support Specialist		12	1,656.79	1,739.67	1,822.49	1,905.34	1,988.18	2,071.03	82.85
			43,077	45,231	47,385	49,539	51,693	53,847	
Accounts Payable Coordinator File Access Representative Healthcare Services Representative Maintenance Worker Medical Aid Assessor Software Developer I	100.00	13	1,721.16	1,807.23	1,893.33	1,979.39	2,065.43	2,151.47	86.06
			44,750	46,988	49,227	51,464	53,701	55,938	
Recording Secretary Technical Specialist I		14	1,785.57	1,874.83	1,964.16	2,053.43	2,142.70	2,231.90	89.27
			46,425	48,746	51,068	53,389	55,710	58,029	
Accounts Receivable Representative		15	1,850.02	1,942.44	2,034.94	2,127.45	2,219.95	2,312.48	92.49
			48,101	50,503	52,908	55,314	57,719	60,124	
Prevention Services Representative		16	1,914.34	2,010.04	2,105.76	2,201.51	2,297.21	2,392.95	95.72
			49,773	52,261	54,750	57,239	59,727	62,217	

Claims Service Representative Payment Assessor		17	1,978.74	2,077.68	2,176.59	2,275.57	2,374.44	2,473.35	98.92
			51,447	54,020	56,591	59,165	61,735	64,307	
Collections Officer Compliance Officer I Contract & Procurement Analyst Coordinator, Accounting Services Supervisor, Document Management Supervisor Scheduling Technical Specialist II	100.00	18	2,043.10	2,145.26	2,247.46	2,349.56	2,451.72	2,553.86	102.15
	100.00		53,121	55,777	58,434	61,089	63,745	66,400	
Assessment Accounts Representative Software Developer II Trainer		19	2,107.53	2,212.86	2,318.24	2,423.59	2,528.98	2,634.36	105.37
			54,796	57,534	60,274	63,013	65,753	68,493	
Payroll Administrator Program Coordinator, RWIP Supervisor, Healthcare Services Systems Analyst		20	2,171.87	2,280.48	2,389.09	2,497.68	2,606.30	2,714.88	108.60
			56,469	59,292	62,116	64,940	67,764	70,587	
Adjudicator II Investment Analyst Software Quality Assurance Specialist		21	2,236.31	2,348.06	2,459.88	2,571.55	2,683.51	2,795.28	111.79
			58,144	61,050	63,957	66,860	69,771	72,677	
Budget Accountant Communications Officer Financial Business Analyst Research & Policy Analyst		22	2,300.66	2,415.67	2,530.71	2,645.73	2,760.76	2,875.78	115.02
			59,817	62,807	65,798	68,789	71,780	74,770	

Supervisor, Facilities Supervisor, File Access and Admin Services Supervisor, Medical Aid Supervisor, Service Desk	100.00								
Compliance Officer II Compliance Specialist Financial Accountant Network Analyst Supervisor, Claims Service Centre	100.00	23	2,365.00 61,490	2,483.30 64,566	2,601.52 67,640	2,719.79 70,715	2,838.01 73,788	2,956.31 76,864	118.26
Application Solution Architect Assessment Business Analyst Business Intelligence Database Analyst Database Analyst Project Manager Rehabilitation Specialist Software Developer III Vocational Rehabilitation Consultant	100.00    100.00  100.00	24	2,429.43 63,165	2,550.88 66,323	2,672.36 69,481	2,793.82 72,639	2,915.34 75,799	3,036.81 78,957	121.48
Actuarial Analyst Application Architect Assessment Performance Consultant Assistant Registrar - Appeal Commission Business Analyst Business Intelligence Analyst Senior Network Analyst Senior Systems Analyst Database Adm & Tech	      100.00	25	2,493.79 64,839	2,618.48 68,080	2,743.15 71,322	2,867.89 74,565	2,992.55 77,806	3,117.25 81,049	124.69



Supervisor, Assessment Accounts	100.00								
Supervisor, Collections	100.00								
Supervisor, Payments									
Case Manager	100.00	26	2,558.17	2,686.08	2,814.00	2,941.93	3,069.79	3,197.75	127.92
Prevention Consultant	100.00		66,512	69,838	73,164	76,490	79,815	83,142	
Return to Work (RTW) Consultant	100.00								
Return to Work (RTW) Program Specialist	100.00								
Supervisor, Application Services									
Technical Architect	100.00								
Compensation Performance Consultant		27	2,622.54	2,753.71	2,884.87	3,015.96	3,147.12	3,278.24	131.14
Compensation Training & Quality Specialist			68,186	71,596	75,007	78,415	81,825	85,234	
Compliance Fraud Investigator	100.00								
Infrastructure Specialist									
Programs & Standards Specialist	100.00								
Review Officer									
Senior Research & Policy Analyst									
Compliance Team Leader	100.00	28	2,686.91	2,821.33	2,955.66	3,090.01	3,224.38	3,358.75	134.37
Data Scientist			69,860	73,355	76,847	80,340	83,834	87,328	
Safety Culture Specialist	100.00								
Senior Case Manager	100.00								
Senior Project Manager									
Supervisor, Adjudication Services	100.00								
Supervisor, Assessment Program Services	100.00								
Supervisor, IT Infrastructure									

Prevention Services Portfolio Leader	100.00	29	2,752.86	2,890.59	3,028.21	3,165.85	3,303.52	3,441.19	137.67
Programs & Standards Portfolio Leader	100.00		71,574	75,155	78,733	82,312	85,892	89,471	
Supervisor, Special Services Unit	100.00	30	2,820.45	2,961.55	3,102.56	3,243.56	3,384.63	3,525.65	141.04
			73,332	77,000	80,667	84,333	88,000	91,667	

**WORKERS COMPENSATION BOARD OF MANITOBA**  
**APPENDIX "B"**  
**(GENERAL WAGE INCREASE)**

*General Wage Increase as of March 7, 2020 (1.0%)*

<i>Description</i>	<i>Auto Allow</i>	<i>Class</i>	<i>First Step</i>	<i>Second Step</i>	<i>Third Step</i>	<i>Fourth Step</i>	<i>Fifth Step</i>	<i>Sixth Step</i>	<i>Increment Average</i>
Vacant		1	958.10	1,005.96	1,053.86	1,101.76	1,149.63	1,197.58	47.90
			24,911	26,155	27,400	28,646	29,890	31,137	
Vacant		2	1,023.09	1,074.27	1,125.41	1,176.88	1,227.72	1,278.90	51.16
			26,600	27,931	29,261	30,599	31,921	33,251	
Vacant		3	1,088.16	1,142.55	1,196.94	1,251.36	1,305.77	1,360.17	54.40
			28,292	29,706	31,120	32,535	33,950	35,364	
Vacant		4	1,153.19	1,210.81	1,268.47	1,326.18	1,383.81	1,441.49	57.66
			29,983	31,481	32,980	34,481	35,979	37,479	
		5	1,218.19	1,279.12	1,339.98	1,400.92	1,461.80	1,522.70	60.90
			31,673	33,257	34,839	36,424	38,007	39,590	
Medical Aid Clerk Photocopy Clerk		6	1,283.25	1,347.40	1,411.55	1,475.70	1,539.86	1,604.05	64.16
			33,365	35,032	36,700	38,368	40,036	41,705	
Vacant		7	1,348.27	1,415.67	1,483.05	1,550.48	1,617.85	1,685.32	67.41
			35,055	36,807	38,559	40,312	42,064	43,818	
Distribution & Print Centre Representative		8	1,413.24	1,483.97	1,554.65	1,625.30	1,695.94	1,766.63	70.68
			36,744	38,583	40,421	42,258	44,094	45,932	

Appointment Desk Clerk		9	1,478.29	1,552.19	1,626.15	1,700.03	1,773.96	1,847.85	73.91
Document Management Clerk			38,436	40,357	42,280	44,201	46,123	48,044	
Word Processor - Central Word Processing									
Scheduling Assistant		10	1,543.30	1,620.46	1,697.71	1,774.81	1,851.99	1,929.16	77.17
			40,126	42,132	44,140	46,145	48,152	50,158	
Vacant		11	1,608.35	1,688.78	1,769.21	1,849.58	1,930.02	2,010.47	80.42
			41,817	43,908	45,999	48,089	50,181	52,272	
Service Desk Agent		12	1,673.36	1,757.07	1,840.71	1,924.39	2,008.06	2,091.74	83.68
Workstation Support Specialist			43,507	45,684	47,858	50,034	52,210	54,385	
Accounts Payable Coordinator	100.00	13	1,738.37	1,825.30	1,912.26	1,999.18	2,086.08	2,172.98	86.92
File Access Representative			45,198	47,458	49,719	51,979	54,238	56,497	
Healthcare Services Representative									
Maintenance Worker									
Medical Aid Assessor									
Software Developer I									
Recording Secretary		14	1,803.43	1,893.58	1,983.80	2,073.96	2,164.13	2,254.22	90.16
Technical Specialist I			46,889	49,233	51,579	53,923	56,267	58,610	
Accounts Receivable Representative		15	1,868.52	1,961.86	2,055.29	2,148.72	2,242.15	2,335.60	93.42
			48,582	51,008	53,438	55,867	58,296	60,726	

Prevention Services Representative		16	1,933.48	2,030.14	2,126.82	2,223.53	2,320.18	2,416.88	96.68
			50,270	52,784	55,297	57,812	60,325	62,839	
Case Management Representative Payment Assessor		17	1,998.53	2,098.46	2,198.36	2,298.33	2,398.18	2,498.08	99.91
			51,962	54,560	57,157	59,757	62,353	64,950	
			2,063.53	2,166.71	2,269.93	2,373.06	2,476.24	2,579.40	
Collections Officer	100.00	18	53,652	56,334	59,018	61,700	64,382	67,064	103.17
Compliance Officer I									
Contract & Procurement Analyst	100.00								
Coordinator, Accounting Services									
Supervisor, Document Management									
Supervisor, Scheduling Technical Specialist II									
Assessment Accounts Representative Software Developer II Trainer		19	2,128.61	2,234.99	2,341.42	2,447.83	2,554.27	2,660.70	106.42
			55,344	58,110	60,877	63,644	66,411	69,178	
Payroll Administrator Program Coordinator, RWIP Supervisor, Healthcare Services Systems Analyst	100.00	20	2,193.59	2,303.28	2,412.98	2,522.66	2,632.36	2,742.03	109.69
			57,033	59,885	62,737	65,589	68,441	71,293	
Adjudicator II Investment Analyst Software Quality Assurance Specialist		21	2,258.67	2,371.54	2,484.48	2,597.27	2,710.35	2,823.23	112.91
			58,725	61,660	64,596	67,529	70,469	73,404	

Budget Accountant	100.00	22	2,323.67	2,439.83	2,556.02	2,672.19	2,788.37	2,904.54	116.17
Communications Officer			60,415	63,436	66,457	69,477	72,498	75,518	
Financial Business Analyst									
Research & Policy Analyst									
Supervisor, Facilities	100.00								
Supervisor, File Access & Administrative Services									
Supervisor, Medical Aid									
Supervisor, Service Desk									
Compliance Officer II	100.00	23	2,388.65	2,508.13	2,627.54	2,746.99	2,866.39	2,985.87	119.44
Compliance Specialist			62,105	65,211	68,316	71,422	74,526	77,633	
Financial Accountant									
Network Analyst									
Supervisor, Claims Service Centre									
Application Solution Architect		24	2,453.72	2,576.39	2,699.08	2,821.76	2,944.49	3,067.18	122.69
Assessment Business Analyst	100.00		63,797	66,986	70,176	73,366	76,557	79,747	
Business Analyst									
Database Analyst									
Project Manager									
Rehabilitation Specialist	100.00								
Software Developer III									
Vocational Rehabilitation Consultant	100.00								
Actuarial Analyst		25	2,518.73	2,644.66	2,770.58	2,896.57	3,022.48	3,148.42	125.94
Application Architect			65,487	68,761	72,035	75,311	78,584	81,859	
Assessment Performance Consultant									
Assistant Registrar - Appeal Commission									
Business Analyst									

Business Intelligence Analyst									
Senior Network Analyst	100.00								
Senior Systems Analyst									
Database Adm/Tech									
Supervisor, Assessment	100.00								
Accounts									
Supervisor, Collections	100.00								
Supervisor, Payments									
Case Manager	100.00	26	2,583.75	2,712.94	2,842.14	2,971.35	3,100.49	3,229.73	129.20
Prevention Consultant	100.00		67,178	70,536	73,896	77,255	80,613	83,973	
Return to Work (RTW)									
Consultant	100.00								
Return to Work (RTW) Program									
Specialist	100.00								
Supervisor, Application Services									
Technical Architect	100.00								
Compensation Performance									
Consultant		27	2,648.77	2,781.25	2,913.72	3,046.12	3,178.59	3,311.02	132.45
Compensation Training &			68,868	72,313	75,757	79,199	82,643	86,087	
Quality Specialist									
Compliance Fraud Investigator	100.00								
Infrastructure Specialist									
Programs & Standards Specialist	100.00								
Review Officer									
Senior Research & Policy									
Analyst									
Compliance Team Leader	100.00	28	2,713.78	2,849.54	2,985.22	3,120.91	3,256.62	3,392.34	135.71
Data Scientist			70,558	74,088	77,616	81,144	84,672	88,201	
Safety Culture Specialist	100.00								
Senior Case Manager	100.00								
Senior Project Manager									
Supervisor, Adjudication									
Services	100.00								

Supervisor, Assessment Program Services	100.00								
Supervisor, It Infrastructure									
Prevention Services Portfolio Leader	100.00	29	2,780.39	2,919.50	3,058.49	3,197.51	3,336.56	3,475.60	139.04
Programs & Standards Portfolio Leader	100.00		72,290	75,907	79,521	83,135	86,751	90,366	
Supervisor, Special Services Unit	100.00	30	2,848.65	2,991.17	3,133.59	3,276.00	3,418.48	3,560.91	142.45
			74,065	77,770	81,473	85,176	88,880	92,584	

STP/ps/cope 491  
Feb. 27, 20



**APPENDIX “C”**  
**(EXCLUSIONS NOTED IN ARTICLE 10.02)**

The following positions will be excluded from the posting provisions of Article 10.02 of the Collective Agreement:

- **President & Chief Executive Officer**
- Director(s)
- Executive Assistant to the **President & Chief Executive Officer**
- Vice-President(s)
- **Chief Actuary**
- **Chief Information Officer**
- **Chief Innovation Officer**
- **Chief Investment Officer**
- **Chief Operating Officer, Safe Work Manitoba**
- Fair Practices Advocate
- Registrar, Appeal Commission

STP/ps/cope 491  
Feb. 27, 20

APPENDIX "D"  
(LIST AND ORDER OF ARBITRATORS)

Kristin L. Gibson  
John M. P. Korpesho  
**Martin Freedman**  
**Robert A. Simpson**

STP/ps/cope 491  
Feb. 27, 20

**APPENDIX “E”**  
**[POSITIONS FILLED UNDER ARTICLE 10.08 (b)]**

**Positions Title**

Adjudicator II  
Application Architect  
Application Solution Architect  
Assessment Accounts Representative  
Assessment Business Analyst  
Assistant Registrar - Appeal Commission  
Audit Supervisor  
Auditor  
Business Analyst  
Case Management Representative  
Case Manager  
Communications Officer  
Coordinator, Accounting Services  
Database Analyst  
Employment Specialist  
Financial Business Analyst  
Infrastructure Specialist  
Investment Analyst  
Network Analyst  
Payment Specialist  
Process Performance Specialist  
Project Manager  
Regional Case Management  
Rehabilitation Specialist  
Research and Policy Analyst  
Review Officer  
Safe Work Coordinator  
Scheduling Coordinator  
Senior Case Manager  
Senior Network Analyst  
Senior Project Manager  
Senior Research and Policy Analyst  
Senior Systems Analyst Database Administration and Technology  
Service Quality Analyst  
Software Quality Assurance Specialist  
Supervisor, Adjudication Services  
Supervisor, Application Development  
Supervisor, Assessment Accounts  
Supervisor, Assessment Program Services  
Supervisor, Claims Information Centre  
Supervisor, Collections

Supervisor, Communications  
Supervisor, Document Management  
Supervisor, Enquiry Unit  
Supervisor, Facilities and Security  
Supervisor, File Access and Administration  
Supervisor, Healthcare Services  
Supervisor, Medical Aid  
Supervisor, Payment Services  
Supervisor, Special Services Unit  
Systems Analyst  
User Support Analyst  
VRC

Note: and any positions with a Degree Level of 3 or higher in the Responsibility for Human Resources Factor of the Joint Job Evaluation Plan.

STP/ps/cope 491  
Feb. 27, 20

LETTER OF UNDERSTANDING

- BETWEEN -

CANADIAN UNION OF PUBLIC EMPLOYEES, LOCAL 1063

- AND -

WORKERS COMPENSATION BOARD OF MANITOBA

RE: AMALGAMATION, SALE AND MERGER

---

In the event that the Employer acquires, pursuant to sale, merger or amalgamation, the business, or part thereof, of another employer which performs functions similar or identical to functions normally performed by the Employer's existing employees, the Parties agree:

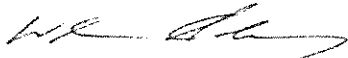
- to discuss opportunities for CUPE Local 1063 to act as the sole bargaining agent for any non-unionized staff acquired as a result of the purchase, merger, or amalgamation, and,
- to discuss opportunities that may be afforded to employees currently under this Collective Agreement. This would include discussion on how seniority would impact on these opportunities.

Similar discussions will take place in the event of a sale, merger or amalgamation whereby another employer acquires part of the business of the Employer.

This Letter of Understanding shall be attached to and form part of the Collective Agreement.

Signed this 30<sup>th</sup> day of June, 2020 at Winnipeg, Manitoba.

FOR:  
WORKERS COMPENSATION  
BOARD OF MANITOBA



---

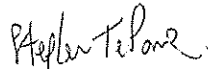
Winston Maharaj, President & Chief  
Executive Officer

FOR:  
CANADIAN UNION OF PUBLIC  
EMPLOYEES, LOCAL 1063



---

Dennis Kshyk, CUPE Local 1063  
President



---

CUPE National Representative

**LETTER OF UNDERSTANDING**

**- BETWEEN -**

**CANADIAN UNION OF PUBLIC EMPLOYEES, LOCAL 1063**

**- AND -**

**WORKERS COMPENSATION BOARD OF MANITOBA**

**RE: BRANDON REGIONAL OFFICE**

---

This letter will set forth the understanding reached between the Parties with respect to the Brandon Regional Office.

1. Preamble

The Canadian Union of Public Employees, Local 1063 (CUPE), and the Workers Compensation Board of Manitoba (WCB) agree that the following will apply to any new or current employee who will be relocating to work in, or is currently working in, the Brandon Regional Office (BRO).

2. Relocating to Brandon

2.1 *Exploratory Trip for Residential Purposes*

Once an employee (or potential employee) has been offered a position in the BRO, the WCB will pay the cost of one return trip to Brandon for the employee (or potential employee) and their partner for the purpose of finding a residence. Costs covered for the trip would include mileage, hotel accommodation for up to four (4) nights and per diem expenses (current Collective Agreement) for each eligible person for up to five (5) days. For current employees the time spent away from work for such an exploratory trip will result in no loss of pay. Every effort should be made to minimize the time away from work, however, it is recognized that this is not always possible.

The employee (or potential employee) may propose alternate arrangements that the WCB may consider. The costs for such alternate arrangements should not exceed those outlined above.

2.2 *Applying to Brandon*

Employees in the Winnipeg Office who apply and are successful for permanent vacancies in the BRO will receive expenses as outlined in 2.3. Employees in the Winnipeg Office who apply and are successful for a term position in the BRO will incur all relocation costs.

### 2.3 *Residential Costs on Relocating to Brandon*

The WCB will pay the actual expenses related to the sale of an existing principal residence and purchase of a new principal residence in Brandon or the subletting of a principal residence rental property in Winnipeg and acquisition of a principal residence in Brandon. Expenses will be reimbursed upon presentation of receipts. Expenses would include:

1. Realtor fees - If a realtor is not used to sell the principal residence, the employee will provide letters from two different real estate companies stating their normal real estate commission. The WCB will reimburse fifty percent (50%) of the cost of the lesser of the two.
2. Appraisal fees.
3. Any fees by the current mortgage holder for the early termination of the mortgage.
4. Legal fees associated with the sale and/or purchase.
5. Cost of survey certificate and/or zoning memorandum, if necessary.
6. Lending institution's mortgage appraisal fee, if necessary.
7. Land Transfer Tax and Land Titles fees.
8. CMHC mortgage application fee.
9. Expenses related to having to sublet a rental property such as advertising.

### 2.4 *Living Out*

In the event the employee who relocates does not have permanent or long term rental accommodation available on relocation, expenses related to living in a hotel will be covered by the WCB for a period of up to two (2) months.

### 2.5 *Moving Expenses*

The WCB will pay the basic moving expenses to Brandon. The WCB will pay the cost of the lower of two (2) estimates supplied by a mover to an employee. The WCB prefers to be billed for such costs directly, wherever practicable.

Basic moving expenses means the actual cost of moving household effects, including costs involved in the packing and unpacking of such effects; and the cost of moving such items as the "family" car(s), boat(s), trailer(s), etc.

The WCB will pay the cost involved for the proper insurance coverage for the goods being moved.

## 2.6 *Return of Service*

Any employee leaving the BRO before having completed two (2) years of service in the BRO may, at the discretion of the Workers Compensation Board of Manitoba, be required to reimburse all relocation costs to the WCB.

## 3. Relocating Brandon to Winnipeg

### 3.1 *Transfer to a Winnipeg Office*

The WCB will pay the actual costs of expenses related to the move for any employee who is transferred to a Winnipeg office at the WCB's initiative as outlined in section 3.2 below.

### 3.2 *Residential Costs on Relocating Brandon to Winnipeg*

The WCB will pay the actual expenses related to the sale of an existing principal residence and purchase of a new principal residence in Winnipeg or the subletting of a principal residence rental property in Brandon and acquisition of a principal residence in Winnipeg. Expenses will be reimbursed upon presentation of receipts. Expenses would include:

1. Realtor fees - If a realtor is not used to sell principal residence, the employee will provide letters from two (2) different real estate companies stating their normal real estate commission. The WCB will reimburse fifty percent (50%) of the cost of the lesser of the two.
2. Appraisal fees.
3. Any fees by the current mortgage holder for the early termination of the mortgage.
4. Legal fees associated with the sale and/or purchase.
5. Cost of survey certificate and/or zoning memorandum, if necessary.
6. Lending institution's mortgage appraisal fee, if necessary.
7. Land Transfer Tax and Land Titles fees.
8. CMHC mortgage application fee.



9. If the principal residence being vacated is a rental property, the monthly cost of the lease from the date the property is vacated to relocate to Winnipeg, to the date the property is sublet or the end of the lease, whichever occurs first.
10. Expenses related to having to sublet a rental property such as advertising.
11. Only in the event that at the time of sale, the price obtained is less than the purchase price, and, subject to the approval of the Offer to Purchase by the WCB, the difference in price between the actual purchase price paid by the employee, and the price obtained at the time of sale.
12. In the event the principal residence has not been sold by the time of possession of a principal residence in Winnipeg, and the price set for the residence is not higher than the appraised value and no reasonable offer has been declined, the WCB will cover costs associated with ongoing ownership of the residence for a maximum period of ninety (90) days.

### 3.3 *Living Out*

In the event the employee who relocates does not have permanent or long term rental accommodation available on relocation, expenses related to living in a hotel will be covered by the WCB for a period of up to two (2) months.

### 3.4 *Applying for Positions at a Winnipeg Office*

Employees, initially hired specifically to work in the BRO, are not eligible to apply for vacancies in a Winnipeg office until having completed their term or at least two (2) years of service at the BRO (this period does not include the initial training period in Winnipeg), unless otherwise agreed to by the WCB.

Employees, hired specifically to work in the BRO are limited to applying for only permanent vacancies or terms of at least one (1) year in duration in the Winnipeg office.

Employees in the Brandon Office who apply and are successful for a term position in the Winnipeg Office will incur all relocation costs.

### 3.5 *Moving Expenses*

The WCB will pay the basic moving expenses to Winnipeg. The WCB will pay the cost of the lower of two (2) estimates supplied by a mover to an employee. The WCB prefers to be billed for such costs directly, wherever practicable.

Basic moving expenses means the actual cost of moving household effects, including costs involved in the packing and unpacking of such effects; and the cost of moving such items as the “family” car(s), boat(s), trailer(s), etc.

The WCB will pay the cost involved for the proper insurance coverage for the goods being moved.

### *3.6 Return of Service*

Any employee leaving a Winnipeg office of the WCB before having completed two (2) years of service may at the discretion of the WCB be required to reimburse all relocation costs to the WCB.

## 4. Training and Development

### *4.1 Short Duration - Five (5) or Less Working Days*

Employees who are required to travel out-of-town for the purpose of training and development for short duration shall be reimbursed as outlined in the Collective Agreement, "Out-of-Town Overnight Expenses".

### *4.2 Long Duration - More than Five (5) Working Days*

Employees who are required to travel out-of-town for the purpose of training and development for long duration shall be provided the most cost-effective accommodations. The WCB will accept responsibility for the following:

1. The most economical form of transportation should be used to have the employee present in the training location.
2. Where the employee owns or rents residential property, costs for maintenance of the residence or contents that would normally be performed by the employee during the temporary relocation.
3. The costs of food, groceries, and related incidentals, up to a maximum per month at \$308.70 per month (to be indexed annually, starting on January 1, 2012 and each following year, based on previous year' increases in the CPI).

The employee may propose alternate arrangements that the WCB may consider as long as the costs do not exceed those outlined in this agreement.

The employee should obtain authorization from their Manager before incurring any additional costs. If this is not done, the WCB may not accept responsibility for such costs.

Employees will retain their monthly automobile allowance.

Employees will be eligible for one (1) return trip to their place of residence, at the WCB's expense, at the end of every ten (10) working days.

5. Sick Leave, Family Illness

Direct time for travel, in the case of both personal and family illness/health related issues, may be charged to sick leave. If no sick leave is available time may be granted, with or without pay.

6. Bereavement

Bereavement leave provisions may also be expanded to include direct time for travel.

7. Parking

For the duration of the agreement staff in the BRO will be charged parking at the actual cost rate of forty-five dollars (\$45) per month.

8. Dispute Resolution

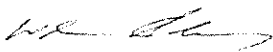
Should there be a dispute or concern over the interpretation and/or application of this Letter of Understanding, either party will have recourse through the grievance and arbitration procedure as outlined in the Collective Agreement.

All other articles of the Collective Agreement still apply in dealing with matters not covered by this letter of understanding.

This letter of understanding shall be attached to and form part of the Collective Agreement.

Signed this 30<sup>th</sup> day of June, 2020 at Winnipeg, Manitoba.

**FOR:  
WORKERS COMPENSATION  
BOARD OF MANITOBA**



---

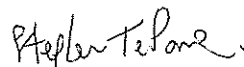
**Winston Maharaj, President & Chief  
Executive Officer**

**FOR:  
CANADIAN UNION OF PUBLIC  
EMPLOYEES, LOCAL 1063**



---

**Dennis Kshyk, CUPE Local 1063  
President**



---

**CUPE National Representative**

**LETTER OF UNDERSTANDING**

**- BETWEEN -**

**CANADIAN UNION OF PUBLIC EMPLOYEES, LOCAL 1063**

**- AND -**

**WORKERS COMPENSATION BOARD OF MANITOBA**

**RE: CONFIDENTIALITY OF DIVERSITY SURVEY**

---

This letter will set forth the understanding reached between the Parties with respect to the Confidentiality of Diversity Survey.

1. We wish to collect information from employees for diversity purposes. This information is obtained through a work force survey. This survey asks for employees to identify themselves as members of designated groups.
2. Designated group status information is collected directly from the individual to whom the information relates. Completion of the work force survey is compulsory; however, providing the self-declaration information is entirely voluntary.
3. Information collected will be used only for diversity purposes and will not form part of an employee's personnel record. Information will be stored in a separate locked filing cabinet and the database secured by passwords and encryption of the data.
4. The information will be used in comparison to external data to monitor the employment of designated group members. This analysis is central to our diversity efforts.
5. Access to the diversity data will be restricted to three (3) Human Resources and one (1) **Information Technology** personnel. These individuals will be the persons responsible for diversity at the WCB and the input of diversity data. The names and titles of these individuals will be provided to the Union. Individual information will be restricted to these three (3) personnel. (Aggregate results for the purpose of data analysis will not be restricted.)
6. Individuals may change information that they have reported by contacting the Human Resources Consultant responsible for diversity.
7. Collection of this information does not contravene, and in fact is in accordance with the *Human Rights Code*.

Signed this 30<sup>th</sup> day of June, 2020 at Winnipeg, Manitoba.

**FOR:  
WORKERS COMPENSATION  
BOARD OF MANITOBA**



---

**Winston Maharaj, President & Chief  
Executive Officer**

**FOR:  
CANADIAN UNION OF PUBLIC  
EMPLOYEES, LOCAL 1063**



---

**Dennis Kshyk, CUPE Local 1063  
President**



---

**CUPE National Representative**

*STP/ps/cope 491  
Feb. 27, 20*

LETTER OF UNDERSTANDING

- BETWEEN -

CANADIAN UNION OF PUBLIC EMPLOYEES, LOCAL 1063

- AND -

WORKERS COMPENSATION BOARD OF MANITOBA

RE: EMPLOYEE LEAVES PURSUANT TO THE EMPLOYMENT STANDARDS CODE

The Parties agree that Leaves of Absence allowed pursuant to the *Employment Standards Code* of Manitoba (the *Code*), but not included in or referenced in the Collective Agreement, will be recognized and granted in accordance with the provisions as outlined in the *Code* and shall be applicable to employees and subject to the provisions of Articles 6 and 7 of the Collective Agreement.

The Employer agrees to post related information pertaining to eligibility and entitlements for such leaves as provided in the *Code* on the intranet.

Leaves of Absence referenced in the Collective Agreement that may also be included in the *Code* shall be dealt with as follows:

1. If the leave of absence provisions negotiated in the Collective Agreement are superior to the provisions of a leave under the *Code*, the provisions negotiated in the Collective Agreement will apply, and
2. If the leave of absence provisions in the *Code* are superior to the provisions of the Collective Agreement, the provisions of the *Code* will apply.

Employees who qualify for leaves pursuant to the *Employment Standards Code* and its Regulations will have their seniority and benefits treated in accordance with the provisions of the Collective Agreement.

This Letter of Understanding shall be attached to and form part of the Collective Agreement.

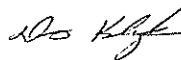
Signed this 30<sup>th</sup> day of June, 2020 at Winnipeg, Manitoba.

FOR:  
WORKERS COMPENSATION  
BOARD OF MANITOBA

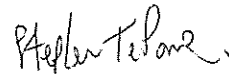


Winston Maharaj, President & Chief  
Executive Officer

FOR:  
CANADIAN UNION OF PUBLIC  
EMPLOYEES, LOCAL 1063



Dennis Kshyk, CUPE Local 1063  
President



CUPE National Representative

LETTER OF UNDERSTANDING

- BETWEEN -

CANADIAN UNION OF PUBLIC EMPLOYEES, LOCAL 1063

- AND -

WORKERS COMPENSATION BOARD OF MANITOBA

RE: EQUITY, DIVERSITY AND INCLUSIVITY PROGRAM

---

This letter will set forth the understanding reached between the Parties with respect to the Equity, Diversity and Inclusivity Program.

The Parties are committed to the concepts of equity (fairness and justice), diversity (having a workplace that reflects all Manitobans), and inclusivity (having a workplace that welcomes and encourages diversity).

This commitment is founded in the belief that our workplace is enriched by respecting the unique characteristics, skills and experiences of all workers and by integrating equity, diversity, and inclusivity into all aspects and levels of the organization. Valuing our differences allows each employee to develop to their fullest potential, both professionally and personally, and allows each employee to be more creative and flexible, and enhances our ability to serve effectively our stakeholders and each other.

The Parties recognize that certain groups have traditionally faced systemic barriers to equity. They include: **Indigenous** people; women; members of visible minorities; persons with disabilities; **lesbian, gay, bisexual, transgender, two spirit and queer plus (LGBTTSQ+)** persons; and members of other equity-seeking groups.

The Parties agree to cooperate in the continuing development, implementation, and evaluation of a program to ensure the concepts of equity, diversity, and inclusivity are entrenched in the workplace culture of the Workers Compensation Board of Manitoba.

The objectives of this program are to continue:

1. to ensure that current and future organizational and human resource practices are non-discriminatory and allow all employees to develop to their fullest potential and to enhance the services they provide;
2. to develop strategies to enhance the recruitment, advancement, and retention of equity-seeking groups;

3. to develop training and development opportunities that allow all employees to develop to their fullest potential and to enhance the services they provide;
4. to redress disparities, if any, in the Employer's current work force distribution, thus pursuing a work force composition that reflects the work force availability of equity-seeking groups in Manitoba;
5. to support efforts that raise awareness of the concepts of equity, diversity, and inclusivity both within the WCB and in the community, while recognizing these efforts as business imperatives; and
6. to develop an evaluation framework to better understand the composition of our work force and our progress toward our objective of ensuring that the concepts of equity, diversity, and inclusivity are part of everything we do.

To this end, the Joint Equity, Diversity, and Inclusivity Committee, with equal representation from the Parties, will be maintained to make recommendations in pursuit of the Equity, Diversity, and Inclusivity Program. Either party may make use of technical advisors, as required. The Committee will submit its recommendations to the Parties as required.

This Letter of Understanding will be attached to and form part of the Collective Agreement.

Signed this 30<sup>th</sup> day of JUNE, 2020 at Winnipeg, Manitoba.

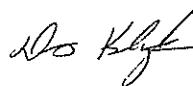
**FOR:  
WORKERS COMPENSATION  
BOARD OF MANITOBA**




---

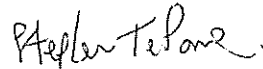
**Winston Maharaj, President & Chief  
Executive Officer**

**FOR:  
CANADIAN UNION OF PUBLIC  
EMPLOYEES, LOCAL 1063**




---

**Dennis Kshyk, CUPE Local 1063  
President**




---

**CUPE National Representative**



LETTER OF UNDERSTANDING

- BETWEEN -

CANADIAN UNION OF PUBLIC EMPLOYEES, LOCAL 1063

- AND -

WORKERS COMPENSATION BOARD OF MANITOBA

RE: FULL-TIME PRESIDENT

---

This letter will set forth the understanding reached between the Parties with respect to the Full-time President.

The Parties recognize the value of positive and timely labour relations, with a view to joint problem solving.

This Letter of Understanding amends Article 18.01 for the duration of the current collective agreement.

The President of CUPE Local 1063 will perform the duties and responsibilities associated with the office of the President on a full-time basis.

The following terms and conditions will apply to the position of President of CUPE Local 1063:

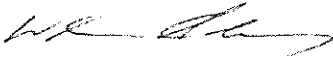
1. It is anticipated that the President will be accessible to both Parties on a priority basis.
2. Hours of work shall be at the discretion of the President **and will be communicated to the Employer**. Overtime will be paid only if the hours are worked at the direction of the Employer.
3. The Employer will continue to pay wages and benefits in accordance with her full-time employment status.
4. The President shall report vacation and sick leave usage to the Director of Human Resources **and shall notify the Employer of who to contact in the event of such absences**.
5. All related expenses are the responsibility of Local 1063.
6. The President will continue to accrue seniority.

7. Notwithstanding any terms of the Collective Agreement, a term position replacing the vacated position created as a result of the election of the President of Local 1063 and the vacancies directly resulting from filling such term position may be posted for a period up to twenty-four (24) months.
8. The Union will provide immediate notice of a change in president. The Employer then within two (2) weeks will transition the change. At no time will the Employer be required to maintain the salary and benefits of both the outgoing and newly elected presidents

This letter of understanding will take effect within one month of the ratification of the Collective Agreement.

Signed this 30<sup>th</sup> day of June, 2020 at Winnipeg, Manitoba.

**FOR:  
WORKERS COMPENSATION  
BOARD OF MANITOBA**



---

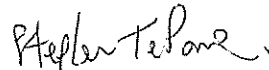
**Winston Maharaj, President & Chief  
Executive Officer**

**FOR:  
CANADIAN UNION OF PUBLIC  
EMPLOYEES, LOCAL 1063**



---

**Dennis Kshyk, CUPE Local 1063  
President**



---

**CUPE National Representative**

**LETTER OF UNDERSTANDING**

**- BETWEEN -**

**CANADIAN UNION OF PUBLIC EMPLOYEES, LOCAL 1063**

**- AND -**

**WORKERS COMPENSATION BOARD OF MANITOBA**

**RE: INFORMATION TECHNOLOGY APPRENTICESHIP**

---

This letter will set forth the understanding reached between the Parties with respect to the Information Technology Apprenticeship.

This letter will confirm the agreement reached between the Parties with respect to reclassification of Information Technology employees who are in specific jobs that are below the working level of Systems Analyst and Systems Analyst - Network and Systems.

The following is agreed:

1. Employees hired into the Software Developer I job that have completed two (2) years of full-time equivalent (FTE) employment with the WCB in the Software Developer I job and who have met their performance expectations for that job for two (2) consecutive years will be reclassified into the Software Developer II job.
2. Employees hired or reclassified into the Software Developer II job that have completed three (3) years of full-time equivalent (FTE) employment with the WCB in the Software Developer II job and who have met their performance expectations for that job for three (3) consecutive years will be reclassified into the Software Developer III job.
3. Employees hired into the Technical Specialist I job that have completed two (2) years of full-time equivalent (FTE) employment with the WCB in the Technical Specialist I job and who have met their performance expectations for that job for two (2) consecutive years will be reclassified into the Technical Specialist II job.
4. Employees hired or reclassified into the Technical Specialist II job that have completed three (3) years of full-time equivalent (FTE) employment with the WCB in the Technical Specialist II job and who have met their performance expectations for that job for three (3) consecutive years will be reclassified into the Systems Analyst - Network and Systems job.
5. Reclassification of employees into new jobs does not create a vacancy or alter the number of full-time equivalent positions.

6. When the Employer determines a vacancy exists within a job family of the apprenticeship program, vacancies will be filled within the same job family at an equal or higher level. Staff in the apprenticeship program can compete for the posted jobs subject to a screening process to test for the next level above.
7. Reclassification will take place based on time worked in the position.
8. Employees being reclassified into new jobs will be subject to a trial period.
9. The minimum salary increase an employee will receive when reclassified will be based on the Collective Agreement.

This Letter of Understanding shall be attached to and form part of the Collective Agreement.

Signed this 30<sup>th</sup> day of June, 2020 at Winnipeg, Manitoba.

**FOR:  
WORKERS COMPENSATION  
BOARD OF MANITOBA**



---

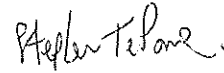
**Winston Maharaj, President & Chief  
Executive Officer**

**FOR:  
CANADIAN UNION OF PUBLIC  
EMPLOYEES, LOCAL 1063**



---

**Dennis Kshyk, CUPE Local 1063  
President**



---

**CUPE National Representative**

**LETTER OF UNDERSTANDING**

**- BETWEEN -**

**CANADIAN UNION OF PUBLIC EMPLOYEES, LOCAL 1063**

**- AND -**

**WORKERS COMPENSATION BOARD OF MANITOBA**

**RE: JOINT JOB EVALUATION**

---

This Letter of Understanding will set forth the terms and conditions agreed to by the Parties with respect to updating the Factors, Weightings and Degrees of the Joint Job Evaluation Rating Plan in accordance with the Agreement reached by the Parties.

1. The 25 point band will be maintained;
2. The Employer and the Union will name their representatives, including alternates, to the JJE Committee within ninety (90) days of ratification of the Collective Agreement. The Committee shall receive the necessary JJE Training to ensure that all members, including alternates, understand the purpose of Job Evaluation and their roles and responsibilities;
3. Training for the JJE Committee will be scheduled as soon as possible following their appointment;
4. The Parties agree that once training has been completed the JJE Committee will be provided with the necessary time to undertake and complete their committee work;
5. The JJE Committee will complete the following:
  - a) review the JSQ and revise, as necessary;
  - b) ensure that new Job Descriptions are completed in accordance with the revised JSQ; and
  - c) rate each job in accordance with the revised JJE Plan and the JJE Maintenance and Procedures Manual.
6. Following completion of the Rating process the Parties agree to implement the results as follows:

- a) Incumbents whose Job Ratings increase, and who are in the position at the time of the increase, will have their salary adjusted to the same step in the new range (step to step); whereby all employees whose positions have increased shall have their salary adjusted by one half (1/2) the amount effective March 6, 2021 and a further adjustment of one half (1/2) the amount effective March 5, 2022;
  - b) Incumbents who are in positions whose Job Ratings go down shall not have their current salary impacted. If the employee's current rate of pay is within the range of the new pay range, the employee will continue to receive merit increments and full general wage increases, without exceeding the maximum of the new, lower pay range. If the employee's rate of pay exceeds the maximum of the new pay range, the employee's remuneration shall not be decreased. The employee's rate of pay will be referred to as an "out of schedule" rate (red-circled), and that employee shall not be entitled to any future merit increases and shall only receive 50% of any future general wage increases, until such time as the incumbent's salary falls within the new pay range; and
  - c) Incumbents whose Job Rating remains the same will not be affected.
7. The Parties further agree that the JJE System will be a closed system for which the plan tool and results will be maintained and held confidential between Human Resources, the Union and the Joint Job Evaluation Committee.

This Letter of Understanding shall be attached to and form part of the Collective Agreement.


Signed this 30<sup>th</sup> day of June, 2020 at Winnipeg, Manitoba.

**FOR:  
WORKERS COMPENSATION  
BOARD OF MANITOBA**

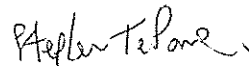


\_\_\_\_\_  
Winston Maharaj, President & Chief  
Executive Officer

**FOR:  
CANADIAN UNION OF PUBLIC  
EMPLOYEES, LOCAL 1063**



\_\_\_\_\_  
Dennis Kshyk, CUPE Local 1063  
President



\_\_\_\_\_  
CUPE National Representative

LETTER OF UNDERSTANDING

- BETWEEN -

CANADIAN UNION OF PUBLIC EMPLOYEES, LOCAL 1063

- AND -

WORKERS COMPENSATION BOARD OF MANITOBA

RE: LANGUAGE QUALIFICATIONS

---

This letter will set forth the understanding reached between the Parties with respect to the Language Qualifications.

- The Employer agrees to give written notification and to consult the Union when proposing to change the language qualification of an existing position, where a vacancy has occurred. The notice shall include reasons for the proposed change.
- The Union will be given ninety (90) days to suggest ways in which the work might otherwise be performed.
- The Employer will give due consideration to these suggestions before making its final decision.
- The Employer reserves its management right to establish qualifications for new and vacant positions.

The Union reserves its right to grieve/arbitrate the qualification.

Signed this 30<sup>th</sup> day of June, 2020 at Winnipeg, Manitoba.

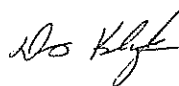
FOR:  
WORKERS COMPENSATION  
BOARD OF MANITOBA



---

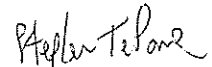
Winston Maharaj, President & Chief  
Executive Officer

FOR:  
CANADIAN UNION OF PUBLIC  
EMPLOYEES, LOCAL 1063



---

Dennis Kshyk, CUPE Local 1063  
President



---

CUPE National Representative

**LETTER OF UNDERSTANDING**

**- BETWEEN -**

**CANADIAN UNION OF PUBLIC EMPLOYEES, LOCAL 1063**

**- AND -**

**WORKERS COMPENSATION BOARD OF MANITOBA**

**RE: MARKET VALUE ADJUSTMENT**

---

This letter will set forth the understanding reached between the Parties with respect to the Market Value Adjustment.

This letter will confirm the agreement reached between the Parties with respect to the Employer's Market Value Adjustment (MVA).

The MVA was used as a retention and recruitment strategy recognizing market conditions and demand for people with information technology education, experience and training. Jobs currently in receipt of an MVA are listed on the attached Schedule "A".

In order to address the issue of the ongoing need to survey for information related to the MVA and the issues this raised for staff the following is agreed:

1. The Employer will discontinue the practice of conducting annual market surveys.
2. The Employer sets the MVA amounts and this may be grieved up to the final step of the internal grievance process.
3. The Employer agrees to freeze the current MVA for all jobs that are currently in receipt of an MVA effective from December 1, 2008. Any job that is receiving an MVA on December 1, 2008 will not have its total compensation reduced below the value it is on December 1, 2008.
4. Future general wage increases (GWI) will be applied to the total compensation of jobs which are in receipt of an MVA (base salary + MVA will both receive the negotiated GWI).
5. Jobs are sometimes submitted for evaluation, review, and rating by the JJE Committee without any changes to the job. If a job has not changed and there are changes to a job's rating by the JJE Committee, there will be no financial impact on total compensation unless the change to the base salary exceeds the previous total compensation package.



6. If a job that is in receipt of an MVA is changed or if two (2) jobs are amalgamated and one (1) of them is in receipt of an MVA, the Employer will undertake an external review of similar jobs and benchmarking to existing jobs to determine if there is a basis for the job to receive an MVA or an increase to the current MVA. If there is insufficient information provided through the survey, other sources of information may be used by the Employer. The Union will be provided with the results of survey data analysis when it has been processed by the Employer, in accordance with any confidentiality agreements.
7. Article 19.03 (b) of the Collective Agreement outlines the minimum salary increase an employee will receive when promoted. For employees in receipt of an MVA, total compensation (base salary + MVA) for each job will be used in the application of Article 19.03 (b).
8. The Employer reserves the right to perform ad hoc salary surveys if and when the Employer deems it necessary to address issues of retention, attraction, and competitiveness. The Union will be notified of any such plans and a joint steering committee will be struck. If there is insufficient information provided through the survey, other sources of information may be used by the Employer. The Union will be provided with the results of survey data analysis when it has been processed by the Employer, in accordance with any confidentiality agreements. If the Employer deems a position warrants an MVA or a change to an existing MVA such will be instituted in accordance with this Letter of Understanding.
9. These payments (MVA) are applicable to pension or other benefits such as group life insurance, long term disability, and overtime.
10. Total compensation (base salary + MVA) will be prorated for part-time staff.
11. If a new job is created for which the Employer implements an MVA, this job and the associated MVA will be dealt with as with other jobs in accordance with this Letter of Understanding. The Employer will determine the appropriate MVA based on available market data and internal job equity.
12. If the organization adopts a new job evaluation system that impacts the rating of jobs in receipt of an MVA it will have no financial impact on total compensation to ensure that the total compensation package remains unchanged.
13. The MVA will be paid separately from regular pay on a biweekly basis.

This Letter of Understanding will form part of the Collective Agreement.

**SCHEDULE "A"**

Application Architect  
Application Solution Architect  
**Business Intelligence Database Analyst**  
Database Analyst  
Infrastructure Specialist  
**Network Analyst**  
Project Manager  
Senior Network Analyst  
Senior Project Manager  
Senior Systems Analyst, Database Administration and Technology  
**Software Developer I**  
**Software Developer II**  
Supervisor, Application Development  
Systems Analyst  
Technical Architect  
Technical Specialist 1  
Technical Specialist 2

Signed this 30<sup>th</sup> day of June, 2020 at Winnipeg, Manitoba.

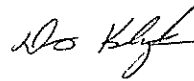
**FOR:  
WORKERS COMPENSATION  
BOARD OF MANITOBA**



---

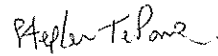
**Winston Maharaj, President & Chief  
Executive Officer**

**FOR:  
CANADIAN UNION OF PUBLIC  
EMPLOYEES, LOCAL 1063**



---

**Dennis Kshyk, CUPE Local 1063  
President**



---

**CUPE National Representative**

**LETTER OF UNDERSTANDING**

**- BETWEEN -**

**CANADIAN UNION OF PUBLIC EMPLOYEES, LOCAL 1063**

**- AND -**

**WORKERS COMPENSATION BOARD OF MANITOBA**

**RE: OVERTIME, STANDBY, AND CALLBACKS FOR FACILITIES**

---

This letter will set forth the understanding reached between the Parties with respect to the Overtime, Standby, and Callbacks for Facilities.

Introduction

The provisions of this letter will amend Articles 13 and 14 of the Collective Agreement for staff in the Facilities Department.

The Employer reserves the right to authorize and determine the amount of overtime and standby available to be worked. The voluntary component of the standby provision is expressly limited to the life of this letter.

A Joint Committee, with equal representation from the Employer and Union will be consulted to provide nonbinding recommendations to the Parties when asked.

This letter shall be attached to and form part of the Collective Agreement. Either party to this agreement may end the provisions contained therein with two weeks of notice.

The provisions agreed to are as follows.

Overtime

1. Overtime is voluntary. All time required and authorized by the Employer to be worked beyond the normal work day, the normal workweek, or on a holiday, shall be considered as overtime.
2. All staff who are required to work or travel on behalf of the Employer outside normal working hours shall receive compensatory time off, or:
  - (a) rate of pay at time and one-half (1½ x);
  - (b) where Sundays and holidays apply, rate of pay at time and one-half (1½ x) for the first four (4) hours and double time (2 x) for all hours thereafter.

3. When notice of Employer initiated and required overtime is provided less than three (3) business days in advance, the staff shall receive an additional half ( $\frac{1}{2}$  x) times the rate of pay or compensatory time off, above the prescribed applicable overtime rate.
4. **If scheduled overtime is cancelled with less than twenty-four (24) hours notice, the employee shall be paid two (2) hours, at the overtime rate.**
5. When overtime is required by the Employer that is not continuous to the normal work day; i.e. work is to be performed at 9:00 p.m., the employee shall receive a minimum of two (2) hours of overtime. The overtime begins when the employee signs in to an Employer facility (either in person or by electronic means) and ends when the employee signs out of an Employer facility (either in person or by electronic means).
6. When overtime is required by the Employer that is continuous to the normal workday (either at the start of the workday or end of the workday), where the employee is already on the Employer premises; the employee shall receive the applicable overtime rate; it will not be a callback.
7. Overtime required to clear snow shall be considered pre-authorized per point 5 above.

#### Standby

1. Standby means a period of time, or shift that is not a regular working period during, which an employee is available for immediate recall to work.
2. Standby rates of pay are:
  - 2.1. The working day standby rate will be equal to one (1) hours pay for standby shift or portion thereof. An EDO is considered a working day.
  - 2.2. The non-working day standby rate will be equal to two (2) hours pay for standby shift or portion thereof.
3. In order to meet operational requirements of the Employer and because of the nature of their duties and responsibilities; qualified employees in Facilities positions may be asked to volunteer for standby duty such that there is one (1) employee on standby duty for the following shifts to provide 7 x 24 standby coverage during the course of the year at the following rates of pay:
  - 3.1. Workdays Monday to Friday from end of regular work day until start of regular work day for two (2) shifts at the working day standby rate.
  - 3.2. Saturday, Sunday, or Holidays for three (3) shifts at the non-working day standby rate.
4. Standby will be offered on a seniority basis within the following limitations:

- 4.1. No employee can work more than **fifty percent (50%)** of the available standby in a calendar year.
- 4.2. The remaining percentage shall be split as:
  - 4.2.1. No more than **thirty percent (30%)** of the available standby time shall be given to the next senior interested employee.
  - 4.2.2. No more than **twenty percent (20%)** of the available standby time shall be given to any single remaining interested employee.
- 4.3. In the event that there is any available standby remaining after all interested employees have taken standby, that standby shall be offered to all interested employees based on seniority and the percentage limitations will not apply.
- 4.4. Standby shall be taken for no more than three (3) continuous months at a time.
- 4.5. Changes to the above limitations can be made with mutual agreement.
5. Incidental standby is defined as standby for a specific event or task. The Employer is required to provide two (2) hours notice prior to the end of the employee's normal working day for incidental standby. If less than two (2) hours notice is provided, the employee will receive pay at one and one-half (1½) times the applicable standby rate.
6. Employees on standby must be available during the period of standby at a known telephone number and must be available to return for duty as quickly as possible, normally within two (2) hours unless mutually agreed, if called or contacted.
7. Employees who are on standby have the authority to authorize callbacks for other employees.
8. If any employee on standby receives a callback they will receive compensation for both the standby and the callback.
9. Employees on standby shall be in proper condition to perform their job duties, the same as if they were to report to work on a normal workday.
10. Standby pay can be paid out or banked as time in lieu of pay at the discretion of the employee, subject to any banked time provisions defined in the Collective Agreement.

## Callbacks

A callback shall be defined as overtime work, which had not been foreseen or planned, where notification is not given in advance.

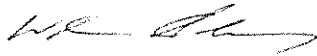
1. Employees on standby are required to accept a callback related to their department.
2. Employees will accumulate callback hours from the time the decision is made to report to the Employer facility if they report directly, or a mutually agreed start time, until they return home; provided it is a direct route. Location of work is not a factor.
3. Employees accepting a callback will be paid at the overtime rate for the greater of the minimum of four (4) hours or the accumulated hours.
4. Employees who do not have access to a vehicle will be compensated for any taxi fares/travel costs incurred, receipts to be provided.
5. Employees shall be entitled to reasonable costs incurred in obtaining child care if no other member of the family is available to provide such care. Such allowance is not intended to reimburse the employee for child care expenses which would have normally been incurred. Receipts to be provided.
6. Reporting for work on the next business day after a callback.
  - 6.1. Employees are expected to report for work as usual on the next business day after a callback provided they have had eight (8) hours rest in the previous ten (10) hours prior to their normal start time.
  - 6.2. Employees who have not had eight (8) hours rest in the previous ten (10) hours prior to their normal start time are expected to report to work on the next business day when they have had eight (8) hours rest in the previous ten (10) hours. Any time beyond the normal employee start time required to achieve the eight (8) hours rest will be paid at the non-overtime rate of pay. Employees who elect not to report to work on the next business day may use banked time or vacation time provided they have obtained approval of the Employer to do so. The Employer will exercise discretion in granting these approvals.

Example 1: Employee finishes work at 1630 on a Monday. Gets a callback at 0130 Tuesday morning and works for 2 hours. If their normal start time is 0830 they have had eight (8) hours rest in the last ten (10) hours and are expected to report to work at 0830.

Example 2: Employee finishes work at 1630 on a Monday. Gets a callback at 0130 Tuesday morning and works for 4 hours. If their normal start time is 0830 they have had six (6) hours rest in the last ten (10) hours and are expected to report to work at 1030. The hours missed between 0830 and 1030 are paid.

Signed this 30<sup>th</sup> day of June, 2020 at Winnipeg, Manitoba.

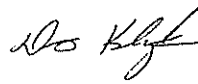
**FOR:  
WORKERS COMPENSATION  
BOARD OF MANITOBA**



---

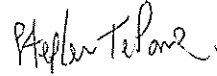
**Winston Maharaj, President & Chief  
Executive Officer**

**FOR:  
CANADIAN UNION OF PUBLIC  
EMPLOYEES, LOCAL 1063**



---

**Dennis Kshyk, CUPE Local 1063  
President**



---

**CUPE National Representative**

STP/ps/cope 491  
Feb. 27, 20

**LETTER OF UNDERSTANDING**

**- BETWEEN -**

**CANADIAN UNION OF PUBLIC EMPLOYEES, LOCAL 1063**

**- AND -**

**WORKERS COMPENSATION BOARD OF MANITOBA**

**RE: OVERTIME, STANDBY, CALLBACKS, AND EARLY SHIFT FOR INFORMATION  
TECHNOLOGY (IT)**

---

This letter will set forth the understanding reached between the Parties with respect to the Overtime, Standby, Callbacks, and Early Shift for Information Technology.

Introduction

The provisions of this letter will amend Articles 13 and 14 of the Collective Agreement for staff in the IT Department.

The Employer reserves the right to authorize and determine the amount of overtime and standby available to be worked. The voluntary component of the standby provision is expressly limited to the life of this letter.

A Joint Committee, with equal representation from the Employer and Union will be consulted to provide nonbinding recommendations to the Parties when asked.

This letter shall be attached to and form part of the Collective Agreement. Either party to this agreement may end the provisions contained therein with two weeks of notice.

The provisions agreed to are as follows.

Overtime

1. Overtime is voluntary. All time required and authorized by the Employer to be worked beyond the normal work day, the normal workweek, or on a holiday, shall be considered as overtime.
2. All staff who are required to work or travel on behalf of the Employer outside normal working hours shall receive compensatory time off, or:
  - (a) Rate of pay at time and one-half (1½ x).
  - (b) Where Sundays and holidays apply, rate of pay at time and one-half (1½ x) for the first four (4) hours and double time (2 x) for all hours thereafter.



3. When notice of Employer initiated and required overtime is provided less than three (3) business days in advance, the staff shall receive an additional half ( $\frac{1}{2} \times$ ) times the rate of pay or compensatory time off, above the prescribed applicable overtime rate.
4. **If scheduled overtime is cancelled with less than twenty-four (24) hours notice, the employee shall be paid for two (2) hours, at the overtime rate.**
5. When overtime is required by the Employer that is not continuous to the normal work day; i.e. work is to be performed at 9:00 p.m., the employee shall receive a minimum of two (2) hours of overtime. The overtime begins when the employee signs in to an Employer facility (either in person or by electronic means) and ends when the employee signs out of an Employer facility (either in person or by electronic means).
6. When overtime is required by the Employer that is continuous to the normal workday (either at the start of the workday or end of the workday), where the employee is already on the Employer premises; the employee shall receive the applicable overtime rate; it will not be a callback.

#### Standby

1. Standby means a period of time, or shift that is not a regular working period during, which an employee is available for immediate recall to work.
2. Standby rates of pay are:
  - (a) The working day standby rate will be equal to one (1) hours pay for standby shift or portion thereof. An EDO is considered a working day.
  - (b) The non-working day standby rate will be equal to two (2) hours pay for standby shift or portion thereof.
3. In order to meet operational requirements of the Employer and because of the nature of their duties and responsibilities; qualified employees in IT positions may be asked to volunteer for standby duty such that there is one (1) employee from Infrastructure, one (1) employee from Database, and one (1) employee from Applications on standby duty for the following shifts during the course of the year at the following rates of pay:
  - (a) Workdays Monday to Friday from 1630 to 0030 at the working day standby rate;
  - (b) Sunday from 1630 to 0030 at the non-working day standby rate;
  - (c) Holidays prior to a working day from 1630 to 0030 at the non-working day standby rate. If the holiday is a Monday then the Sunday shift may not be required.

4. All IT employees, who have the required experience, knowledge, ability, software tools, access and permissions to perform standby duties are eligible for standby in their related field unless:

- (a) There are documented examples showing that the employee is not reliable, and/or;
- (b) There are documented examples showing that performance in the areas identified above needs improvement and a plan to improve performance has been developed.

In these instances, the employee will be temporarily removed from standby eligibility until sufficient improvement in performance is attained; provided that the employee and the union are notified with a reasonable opportunity to improve performance prior to their removal.

Employees added back to standby will be added back to the schedule at the beginning of the next quarter.

5. Standby will be offered on a seniority basis within the following limitations:

- (a) No employee can work more than **thirty-eight percent (38%)** of the available standby in a calendar year
- (b) The remaining percentage shall be split as:
  - (i) No more than **twenty-three percent (23%)** of the available standby time shall be given to the next senior interested employee.
  - (ii) No more than **fifteen percent (15%)** of the available standby time shall be given to **the next most senior** interested employee.
  - (iii) **No more than eight percent (8%) of the available standby time shall be given to the next three (3) senior interested employees.**
- (c) In the event that there is any available standby remaining after all interested employees have taken standby, that standby shall be offered to all interested employees based on seniority and the percentage limitations will not apply.
- (d) Standby shall be taken for no more than three (3) continuous months at a time.
- (e) Changes to the above limitations can be made with mutual agreement.

Incidental standby is defined as standby for a specific event or task. The Employer is required to provide two (2) hours notice prior to the end of the employee's normal working day for incidental standby. If less than two (2) hours notice is provided, the employee will receive pay at one and one-half (1½) times the applicable standby rate.

6. Employees on standby must be available during the period of standby at a known telephone number and must be available to return for duty as quickly as possible, normally within two (2) hours unless mutually agreed, if called or contacted.
7. Employees who are on standby have the authority to authorize callbacks for other employees.
8. If any employee on standby receives a callback they will receive compensation for both the standby and the callback.
9. Employees on standby shall be in proper condition to perform their job duties, the same as if they were to report to work on a normal workday.
10. Standby pay can be paid out or banked as time in lieu of pay at the discretion of the employee, subject to any banked time provisions defined in the Collective Agreement.

#### Callbacks

A callback shall be defined as overtime work, which had not been foreseen or planned, where notification is not given in advance.

1. Employees on standby are required to accept a callback related to their department.
2. The Employer will establish and maintain call lists of staff by related discipline. Employees will have the opportunity to place themselves on the call list based on seniority. The call list will be used when callbacks are initiated for employees that are not on standby.
3. Employees will accumulate callback hours from the time the decision is made to report to the Employer facility if they report directly, or a mutually agreed start time, until they return home; provided it is a direct route. Location of work is not a factor.
4. Employees accepting a callback will be paid at the overtime rate for the greater of the minimum of four (4) hours or the accumulated hours.
5. Employees who do not have access to a vehicle will be compensated for any taxi fares/travel costs incurred, receipts to be provided.

6. Employees shall be entitled to reasonable costs incurred in obtaining child care if no other member of the family is available to provide such care. Such allowance is not intended to reimburse the employee for child care expenses which would have normally been incurred. Receipts to be provided.
7. Reporting for work on the next business day after a callback.
  - 7.1 Employees are expected to report for work as usual on the next business day after a callback provided they have had eight (8) hours rest in the previous ten (10) hours prior to their normal start time.
  - 7.2 Employees who have not had eight (8) hours rest in the previous ten (10) hours prior to their normal start time are expected to report to work on the next business day when they have had eight (8) hours rest in the previous ten (10) hours. Any time beyond the normal employee start time required to achieve the eight (8) hours rest will be paid at the non-overtime rate of pay. Employees who elect not to report to work on the next business day may use banked time or vacation time provided they have obtained approval of the Employer to do so. The Employer will exercise discretion in granting these approvals.

Example 1: Employee finishes work at 1630 on a Monday. Gets a callback at 0130 Tuesday morning and works for two (2) hours. If their normal start time is 0830 they have had eight (8) hours rest in the last ten (10) hours and are expected to report to work at 0830.

Example 2: Employee finishes work at 1630 on a Monday. Gets a callback at 0130 Tuesday morning and works for four (4) hours. If their normal start time is 0830 they have had six (6) hours rest in the last ten (10) hours and are expected to report to work at 1030. The hours missed between 0830 and 1030 are paid.

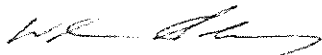
### Early Shift

1. In order to meet operational requirements of the Employer and because of the nature of their duties and responsibilities, qualified employees in IT jobs may be asked to volunteer for an early shift such that there is one (1) employee from Infrastructure, one (1) employee from Database, one (1) employee from Applications, and one (1) User Support Analyst on an early shift.
2. Employees on an early shift would report for work at a regularly scheduled start time each day.
3. Employees participating in an early shift will not be restricted from participating in a compressed workweek plan.

4. Employees participating in an early shift will work the normal number of hours of a regular workday or a compressed workweek work day.
  - 4.1. Compressed workweek plan hours of work would be 0700 to 1535.
  - 4.2. Regular hours of work would be 0700 to 1500.
5. Employees will be offered opportunities to participate in early shift based on seniority.
6. Employees may opt out of the early shift with thirty (30) calendar days notice, unless mutually agreed.

Signed this 30<sup>th</sup> day of June, 2020 at Winnipeg, Manitoba.

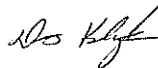
**FOR:  
WORKERS COMPENSATION  
BOARD OF MANITOBA**



---

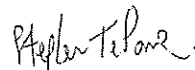
**Winston Maharaj, President & Chief  
Executive Officer**

**FOR:  
CANADIAN UNION OF PUBLIC  
EMPLOYEES, LOCAL 1063**



---

**Dennis Kshyk, CUPE Local 1063  
President**



---

**CUPE National Representative**

LETTER OF UNDERSTANDING

- BETWEEN -

CANADIAN UNION OF PUBLIC EMPLOYEES, LOCAL 1063

- AND -

WORKERS COMPENSATION BOARD OF MANITOBA

**RE: REPRESENTATION EXPENSES FOR REGIONAL OFFICES**

---

This letter will set forth the understanding reached between the Parties with respect to the Representation Expenses for Regional Offices.

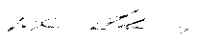
The Parties agree to the following with respect to the expenses incurred by Union officers and stewards with respect to representation of staff in the Regional Offices:

1. Union officers and stewards may be entitled to leave their work during working hours to attend a Regional Office in order to carry out their functions under this Agreement. This includes, but is not limited to, the investigation of, preparation and processing of grievances, attendance at meetings with the Employer and arbitration. Time spent in performing such Union duties, during normal working hours and including travel time, shall be considered as time worked.
2. Expenses incurred relative to traveling to the Regional Office such as mileage, meal allowance and accommodation shall be covered by Local 1063.

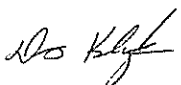
This letter shall remain in effect for the length of the Collective Agreement.

Signed this 30<sup>th</sup> day of June, 2020 at Winnipeg, Manitoba.

**FOR:  
WORKERS COMPENSATION  
BOARD OF MANITOBA**

  
\_\_\_\_\_  
Winston Maharaj, President & Chief  
Executive Officer

**FOR:  
CANADIAN UNION OF PUBLIC  
EMPLOYEES, LOCAL 1063**

  
\_\_\_\_\_  
Dennis Kshyk, CUPE Local 1063  
President

  
\_\_\_\_\_  
CUPE National Representative

**LETTER OF UNDERSTANDING**

**- BETWEEN -**

**CANADIAN UNION OF PUBLIC EMPLOYEES, LOCAL 1063**

**- AND -**

**WORKERS COMPENSATION BOARD OF MANITOBA**

**RE: STAFF DEVELOPMENT AND PROGRESSION**

---

This letter will set forth the understanding reached between the Parties with respect to the Staff Development and Progression.

1. Employees who meet the full qualifications (experience/education) for a position, have passed their probationary period with the organization and who are unsuccessful in the selection process because they have not been able to demonstrate the skill and ability necessary for the position, may, at the discretion of the Employer, be considered for a developmental opportunity or developmental plan.
  - (a) A developmental opportunity may be provided in circumstances where there are no qualified internal applicants. These opportunities will be provided at the discretion of the Employer and will be assessed on a case-by-case basis.
  - (b) Employees who have been unsuccessful in the selection process three (3) times within eighteen (18) months for the same job, and who have not had or taken the opportunity to develop new or improved skills, may not be considered for further competitions for the same position. Upon their request, the employee may meet with their Manager and the hiring party to discuss a developmental plan. This may include self-development and/or Employer funded skill enhancement. Eligibility to compete for the same position will be reconsidered in context of their progress in the mutually agreed upon development plan.

Employees may and are encouraged to request a developmental plan at any time.

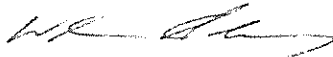
2. Employees who do not meet the full qualifications (experience/education) of a posted position may at the discretion of the Employer be eligible to compete for the position. This developmental opportunity will only be considered in the event there are no successful qualified internal applicants.

Applicants who have been selected for this developmental opportunity shall for a period of time be paid at a rate not less than their current salary and not less than two (2) classes below the minimum rate for the position. This rate of pay will be subject to review by the Employer at the end of each six (6) month period.

Trial periods for these types of developmental opportunities will be one year unless otherwise mutually agreed upon.

Signed this 30<sup>th</sup> day of June, 2020 at Winnipeg, Manitoba.

**FOR:  
WORKERS COMPENSATION  
BOARD OF MANITOBA**



---

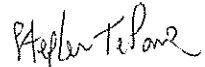
**Winston Maharaj, President & Chief  
Executive Officer**

**FOR:  
CANADIAN UNION OF PUBLIC  
EMPLOYEES, LOCAL 1063**



---

**Dennis Kshyk, CUPE Local 1063  
President**



---

**CUPE National Representative**

STP/ps/cope 491  
Feb. 27, 20



**LETTER OF UNDERSTANDING**

**- BETWEEN -**

**CANADIAN UNION OF PUBLIC EMPLOYEES, LOCAL 1063**

**- AND -**

**WORKERS COMPENSATION BOARD OF MANITOBA**

**RE: TELECOMMUTING**

---

The Parties recognize telecommuting as a viable work option that permits an employee to perform all or a significant portion of their job responsibilities at a location other than the traditional offices of the Employer.

Telecommuting is, for the purpose of this letter, limited to requests initiated by the employee. The employee's position must be such that the majority of their duties may be effectively performed at a site other than the traditional offices of the Employer.

Telecommuting Requests

Requests for telecommuting are first presented to an employee's director and ultimately decided by a vice-president working in conjunction with Human Resources. The Union will be notified of all telecommuting requests and decisions rendered.

Ability to telecommute will be based on the following criteria:

- the needs and suitability of the employee, position, duties and work group;
- the employee's past and current performance;
- the appropriateness of the home office environment; and
- the cost effectiveness of the telecommuting arrangement.

Positions suitable for telecommuting will have clearly defined and measurable duties and/or work outcomes. All performance standards must be maintained.

There will be core hours during which all telecommuting employees must be readily available. These core hours will be set by the Employer and appropriately documented.

A decision that the employee or the position is not suitable for this type of arrangement (telecommuting) is subject to grievance but not arbitration.

### Trial Period (Employer)

Where the Employer approves a telecommuting request, the Employer will allow a period of no less than three (3) months and up to six (6) months to decide if the employee and the position lends itself to the telecommuting arrangement (the six [6] month time frame may be extended by mutual agreement of the Parties).

In situations where the Employer determines that the employee or the position is not suitable for telecommuting the Employer will inform the incumbent and the Union in writing of the reasons for the decision thirty (30) days prior to the discontinuation of the arrangement.

A determination that the employee or the position does not lend itself to this type of arrangement (telecommuting) is subject to grievance but not arbitration.

### Trial Period (Employee)

Employees who request a telecommuting arrangement are given a trial period of six (6) months from the date they start telecommuting to decide if they wish to continue with the work arrangement on a long term basis. If, during the initial six (6) month period, the employee decides not to continue the telecommuting arrangement they will be provided a regular work station at the Employer's offices as soon as reasonably possible.

### Discontinuation of Telecommuting Arrangements

If the Employer determines that a telecommuting arrangement results in the organization not meeting its business or operational needs or that a telecommuting arrangement is not in its best interests, then the Employer is entitled to discontinue the telecommuting arrangement upon thirty (30) days' written notice to the Union and any employees impacted by the discontinuation of the telecommuting arrangement. The Employer agrees that, in making a determination to discontinue a telecommuting arrangement, it will act fairly and reasonably and in a manner which is not arbitrary or discriminatory.

Where the employee has been in the telecommuting arrangement longer than six (6) months the employee may request her telecommuting arrangement be terminated. The request to discontinue the telecommuting arrangement must be in writing. The Employer will comply with the request as soon as reasonably possible but must have arrangements made for the employee to return to a regular work station at the Employer's offices within six (6) months of receiving the request to return from the employee.

### Equipment

It is anticipated that equipment requirements will be minimal. The employee is responsible for any additional equipment costs; that is any costs above that which are normally incurred by the Employer. This refers to both purchase and maintenance. Equipment must meet standards determined by the Employer. Equipment provided by the Employer will be used solely for the purpose of the work of the Employer.

Telecommuters are expected to perform their duties in a safe and healthy environment that conforms to the Employer's security and confidentiality protocols. Employees may be asked to demonstrate how these needs are being met.

Incidentals

When required to attend the offices of the Employer travel costs will not be reimbursed. A parking spot will not be provided and parking costs will not be reimbursed.

Traditional work stations may not be maintained. It is anticipated that the Employer will provide a suitable work area (vacant station or meeting room) when occasionally required.

Review

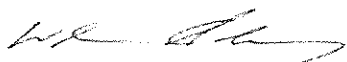
All telecommuting arrangements are to be reviewed by the telecommuting employee's director in conjunction with Human Resources on an annual basis in consultation with the telecommuter. A report outlining how the telecommuting arrangement is working, any concerns with the arrangement and any recommendations related to the arrangement is to be supplied to the Director of Human Resources/Designate and the appropriate Union Representative.

General

A Union Representative will be selected by the Union to work with Human Resources to review requests for telecommuting, to discuss standards for telecommuting arrangements, to address questions and issues related to telecommuting, to review evaluations of the telecommuting agreements and to make recommendations to improve this telecommuting agreement.

Signed this 30<sup>th</sup> day of June, 2020 at Winnipeg, Manitoba.

**FOR:  
WORKERS COMPENSATION  
BOARD OF MANITOBA**

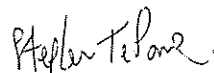


\_\_\_\_\_  
**Winston Maharaj, President & Chief  
Executive Officer**

**FOR:  
CANADIAN UNION OF PUBLIC  
EMPLOYEES, LOCAL 1063**



\_\_\_\_\_  
**Dennis Kshyk, CUPE Local 1063  
President**



\_\_\_\_\_  
**CUPE National Representative**

**LETTER OF UNDERSTANDING**

**- BETWEEN -**

**CANADIAN UNION OF PUBLIC EMPLOYEES, LOCAL 1063**

**- AND -**

**WORKERS COMPENSATION BOARD OF MANITOBA**

**RE: THOMPSON REGIONAL OFFICE**

---

1. Preamble

The Parties agree that the following will apply to any new or current employee who will be relocating to work in, or is currently working in, the Thompson Regional Office (TRO).

The intent of this letter is to attract and retain staff that will promote safe and healthy workplaces, promote recovery and return to work, and provide compassionate and supportive compensation services for workers and employers in the Thompson region.

The TRO is unique and the roles of the staff are specialized to fit the needs of the region. An extensive period of training or adjustment may be required. Vacancies for positions in the TRO may be posted concurrently with a view to both recruiting locally and to attracting experienced WCB staff. Members of the staff meeting the job requirements and having the required qualifications will receive preference over outside applicants.

2. Relocating to Thompson

2.1 *Exploratory Trip for Residential Purposes*

Once an employee (or potential employee) has been offered a position in the TRO, the WCB will pay the cost of one return trip to Thompson for the employee (or potential employee) and their partner for the purpose of finding a residence. Costs covered for the trip would include airfare, hotel accommodation for up to four (4) nights, rental vehicle for up to five (5) days, and per diem expenses (current Collective Agreement) for each eligible person for up to five (5) days. For current employees the time spent away from work for such an exploratory trip will result in no loss of pay.

The employee (or potential employee) may propose alternate arrangements that the WCB may consider. The costs for such alternate arrangements should not exceed those outlined above.

## 2.2 Residential Costs on Relocating to Thompson

The WCB will pay the actual expenses related to the sale of an existing principal residence and purchase of a new principal residence in Thompson or the subletting of a principal residence rental property in Winnipeg and acquisition of a principal residence in Thompson. Expenses will be reimbursed upon presentation of receipts. Expenses would include:

1. Realtor fees. If a realtor is not used to sell principal residence, the employee will provide letters from two (2) different real estate companies stating their normal real estate commission. The WCB will reimburse fifty percent (50%) of the cost of the lesser of the two.
2. Appraisal fees.
3. Any fees by the current mortgage holder for the early termination of the mortgage.
4. Legal fees associated with the sale and/or purchase.
5. Cost of survey certificate and/or zoning memorandum, if necessary.
6. Lending institution's mortgage appraisal fee, if necessary.
7. Land Transfer Tax and Land Titles fees.
8. CMHC mortgage application fee.
9. If the principal residence being vacated is a rental property, the monthly cost of the lease from the date the property is vacated to relocate to Thompson, to the date the property is sublet or the end of the lease, whichever occurs first.
10. Expenses related to having to sublet a rental property such as advertising.
11. Only in the event that at the time of sale, the price obtained is less than the purchase price, and, subject to the approval of the Offer to Purchase by the WCB, the difference in price between the actual purchase price paid by the employee, and the price obtained at the time of sale.

In the event the principal residence has not been sold by the time of possession of a principal residence in Thompson, and the price set for the residence is not higher than the appraised value, the WCB will cover costs associated with ongoing ownership of the residence for a maximum period of six (6) months.

### 2.3 Living Out

In the event the employee who relocates does not have permanent or long term rental accommodation available on relocation, expenses related to living in a hotel will be covered by the WCB for a period of up to two (2) months and thereafter subject to review.

### 2.4 Moving Expenses

The WCB will pay the basic moving expenses to Thompson. The WCB will pay the cost of the lower of two (2) estimates supplied by a mover to an employee. The WCB prefers to be billed for such costs directly, wherever practicable.

Basic moving expenses means the actual cost of moving household effects, including costs involved in the packing and unpacking of such effects; and the cost of moving such items as the “family” car(s), boat(s), trailer(s), etc.

The WCB will pay the cost involved for the proper insurance coverage for the goods being moved.

### 2.5 Return of Service

Any employee leaving the TRO before having completed their term or two (2) years of service in the TRO may at the discretion of the WCB be required to reimburse all relocation costs to the WCB.

## 3. Relocating Thompson to Winnipeg

### 3.1 Transfer to a Winnipeg Office

The WCB will pay the actual costs of expenses related to the move for any employee who is transferred to a Winnipeg office at the WCB’s initiative as outlined in 2-Relocating to Thompson.

### 3.2 Applying for Positions at a Winnipeg Office

Employees, initially hired specifically to work in the TRO, are not eligible to apply for vacancies in a Winnipeg office until having completed their term or at least two (2) years of service at the TRO, (this period does not include the initial training period in Winnipeg) unless otherwise agreed to by the WCB. Employees, initially hired specifically to work in the TRO are limited to applying for only permanent vacancies or terms of at least one (1) year in duration in the Winnipeg office, unless otherwise agreed to by the WCB.

Employees in the TRO who apply and are successful for a term position in the Winnipeg Office will incur all relocation costs.

If an employee, once eligible to apply, is successful in the competition for a position in Winnipeg, the employee will be released as soon as reasonably possible. In the event that the employee is not released within twenty (20) working days following the date of acceptance of the offer, the employee will begin to receive the appropriate rate of pay for the position, if it is a higher paid position than their current position.

### 3.3 Residential Costs on Relocating Thompson to Winnipeg

The WCB will pay the actual expenses related to the sale of an existing principal residence and purchase of a new principal residence in Thompson or the subletting of a principal residence rental property in Winnipeg and acquisition of a principal residence in Thompson. Expenses will be reimbursed upon presentation of receipts. Expenses would include:

1. Realtor fees. If a realtor is not used to sell principal residence, the employee will provide letters from two (2) different real estate companies stating their normal real estate commission. The WCB will reimburse fifty percent (50%) of the cost of the lesser of the two (2).
2. Appraisal fees.
3. Any fees by the current mortgage holder for the early termination of the mortgage.
4. Legal fees associated with the sale and/or purchase.
5. Cost of survey certificate and/or zoning memorandum, if necessary.
6. Lending institution's mortgage appraisal fee, if necessary.
7. Land Transfer Tax and Land Titles fees.
8. CMHC mortgage application fee.
9. If the principal residence being vacated is a rental property, the monthly cost of the lease from the date the property is vacated to relocate to Winnipeg, to the date the property is sublet or the end of the lease, whichever occurs first.
10. Expenses related to having to sublet a rental property such as advertising.

In the event the principal residence has not been sold by the time of possession of a principal residence in Winnipeg, and the price set for the residence is not higher than the appraised value, the WCB will cover costs associated with ongoing ownership of the residence for a maximum period of six (6) months.

### 3.4 Living Out

In the event the employee who relocates does not have permanent or long term rental accommodation available on relocation, expenses related to living in a hotel will be covered by the WCB for a period of up to two (2) months and thereafter subject to review.

### 3.5 Moving Expenses

The WCB will pay the basic moving expenses to Winnipeg. The WCB will pay the cost of the lower of two (2) estimates supplied by a mover to an employee. The WCB prefers to be billed for such costs directly, wherever practicable.

Basic moving expenses means the actual cost of moving household effects, including costs involved in the packing and unpacking of such effects; and the cost of moving such items as the “family” car(s), boat(s), trailer(s), etc.

The WCB will pay the cost involved for the proper insurance coverage for the goods being moved.

### 3.6 Return of Service

Any employee leaving a Winnipeg office of the WCB before having completed their term or two (2) years of service may at the discretion of the WCB be required to reimburse all relocation costs to the WCB.

## 4. Northern Allowance

### 4.1 Housing

The WCB will provide a northern housing allowance as follows:

1. For a single employee who supplies their own accommodation and does not pay to heat the residence - \$96.40 biweekly. Annual cost based on 26 pay periods - \$2,506.40.
2. An employee with dependents who supplies their own accommodation and does not pay to heat the residence - \$166.67 biweekly. Annual cost based on 26 pay periods - \$4,333.42.



3. For a single employee who supplies their own accommodation and pays to heat the residence - \$127.91 biweekly. Annual cost based on 26 pay periods - \$3,325.66.
4. For an employee with dependents who supplies their own accommodation and pays to heat the residence - \$219.84 biweekly. Annual cost based on 26 pay periods - \$5,715.84.

Note: The above costs reflect 2013 information and the costs will be adjusted annually on January 1 of each year based on previous year's increases in the CPI.

#### 4.2 Travel

Thompson Regional office employees who travel for their vacation via a connection through a major Canadian centre will be eligible to have travel time added to their annual vacation period. Travel time is not intended as additional vacation days. Travel time may not be carried from one vacation year to the next, and is subject to a maximum of two (2) additional days per vacation year.

#### 5. Automobile Allowance and Kilometre Reimbursement

A monthly automobile allowance will be provided for both Regional CMs and CMRs, and all kilometres traveled in the course of WCB business will be reimbursed. The amounts are per the Collective Agreement.

For travel outside of the Thompson city limits, the employee will have the choice of using their own vehicle and being reimbursed based on the current kilometre rate or renting a vehicle at the expense of the WCB.

#### 6. Training and Development

##### 6.1 Short Duration - Five (5) or Less Working Days

Employees who are required to travel out-of-town for the purpose of training and development for short duration shall be reimbursed as outlined in the Collective Agreement, "Out-of-Town Overnight Expenses".

##### 6.2 Long Duration - More than Five (5) Working Days

Employees who are required to travel out-of-town for the purpose of training and development for long duration shall be provided the most cost-effective accommodations. The WCB will accept responsibility for the following:

- (a) The most economical form of transportation should be used to have the employee present in the training location.

- (b) Where the employee owns or rents residential property, costs for maintenance of the residence or contents that would normally be performed by the employee during the temporary relocation.
- (c) The costs of food, groceries, and related incidentals, up to a maximum per month at three hundred and eight dollars and seventy cents (\$308.70) per month (to be indexed annually, starting on January 1, 2008 and each following year, based on previous year' increases in the CPI).

The employee may propose alternate arrangements that the WCB may consider as long as the costs do not exceed those outlined in this agreement.

The employee should obtain authorization from their Manager before incurring any additional costs. If this is not done, the WCB may not accept responsibility for such costs.

Employees will retain their monthly automobile allowance.

Employees will be eligible for one (1) return trip to their place of residence, at the WCB's expense, at the end of every **ten (10)** working days.

7. Sick Leave, Family Illness

Direct time for travel, in the case of both personal and family illness/health related issues, may be charged to sick leave. If no sick leave is available time may be granted, with or without pay.

8. Bereavement

Bereavement leave provisions may also be expanded to include direct time for travel.

9. Parking

For staff in the TRO, parking fees will not be collected for the length of the Collective Agreement.

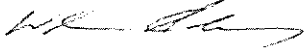
10. Dispute Resolution

Should there be a dispute or concern over the interpretation and/or application of this Letter of Understanding, either party will have recourse through the grievance and arbitration procedure as outlined in the Collective Agreement.

This Letter of Understanding shall be attached to and form part of the Collective Agreement.

Signed this 30<sup>th</sup> day of June, 2020 at Winnipeg, Manitoba.

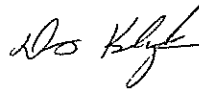
**FOR:  
WORKERS COMPENSATION  
BOARD OF MANITOBA**



---

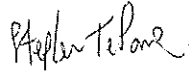
**Winston Maharaj, President & Chief  
Executive Officer**

**FOR:  
CANADIAN UNION OF PUBLIC  
EMPLOYEES, LOCAL 1063**



---

**Dennis Kshyk, CUPE Local 1063  
President**



---

**CUPE National Representative**

STP/ps/cope 491  
Feb. 27, 20

**LETTER OF UNDERSTANDING**

**- BETWEEN -**

**CANADIAN UNION OF PUBLIC EMPLOYEES, LOCAL 1063**

**- AND -**

**WORKERS COMPENSATION BOARD OF MANITOBA**

**RE: WORK FORCE ADJUSTMENT**

---

The Parties have agreed to a Work Force Adjustment Strategy to guide the Employer in its treatment of employees who may be affected by future business changes including organizational, technological and staff rationalization. This strategy has been established as an ongoing mechanism to assist the Parties in treatment of employees whose positions may be impacted in the future. It is intended to treat employees fairly and responsibly and to provide more potential options and opportunities than have been available in the past.

Statement of Intent

The Employer will continue to make adjustments to its operations in response to changes in business environment and customer expectations. To this end, on a regular basis, each division will review its business operations to determine optimum core business functions, how work can be best accomplished and what are the necessary staffing requirements.

This work force adjustment policy is intended for implementation in situations where staff are impacted by changes, including organizational, technological and staff rationalization. While this policy acknowledges that the Employer cannot guarantee the continuation of specific positions or jobs, it also recognizes that all employees covered by the Collective Agreement with Local 1063 have rights within the Collective Agreement which are available in the event of work force adjustment. They include the right to bump, and the right to recall in the event of layoff. Members of the bargaining unit with seniority must be provided access to those rights, in accordance with the Collective Agreement. Any decision to leave the employ of the Workers Compensation Board of Manitoba is made voluntarily on the part of the employee. An employee cannot be required to terminate his/her service except for just cause.

Joint Committee

A joint Union/Management committee will assist with implementation of this process as required. This committee shall be comprised of equal representation from Management and the Union. The committee will be empowered to make recommendations to the respective Parties and will be provided with available information as necessary to carry out its function.

## Implementation

Where it is mutually agreed to implement this adjustment policy, situations will be considered on their own merits, and a customized approach will be adopted utilizing available alternatives. Implementation will require the full cooperation of the Employer, the employees and the Union. It will call for consultation, flexibility, open communication and sensitivity by all.

## Strategy Applicability

This strategy is applicable to permanent employees only. It can be applied in the case of an employee whose position has been declared redundant, or, where an employee offers to leave a position, and that position can be utilized to provide a job for another employee whose position is redundant.

## Guiding Principles

- Treat employees with dignity and respect;
- Expedite the placement of employees;
- Minimize the disruption and impact to all employees and to business operations;
- Provide alternate employment opportunities to employees who are willing to accept reasonable changes; and
- Provide alternative solutions to affected employees.

## Factors to be Considered

When considering the most appropriate strategy for individual employees, the following factors will be considered:

- The employee's service with the Employer;
- The availability of suitable alternate employment with the Employer;
- The skills, knowledge, abilities and qualifications of the employee;
- The desires and aspirations of the employee;
- The employee's current working conditions, location and career path;
- The employee's retraining potential and the availability of work;
- The employee's personal circumstances that may be applicable;
- The employee's retirement eligibility and plans;
- Outside business/employment opportunities.

## Options

- Movement into a vacant position, either through successful application, or, with the agreement of the Union, through placement.

Ensure that all possible opportunities are identified for the placement of employees. Each vacancy will be reviewed to determine if it presents a potential placement or retraining opportunity for an employee in a redundant position. Every effort will be made to secure employees with employment at the same classification level.

- Retraining

Retraining could include on-the-job training, academic or other training of generally less than one year's duration, intended to enable employees to qualify for known or anticipated vacancies. Each situation will be reviewed on an individual basis.

- At the option of the Employer, continuing employment on an above compliment basis.

Opportunities may exist for short-term placement on an above compliment basis pending accessing of other options. The Work Force Adjustment Committee may explore such opportunities with appropriate line management.

- Access to the bumping and other rights provided within the Collective Agreement.

Review and match employees' qualifications with position requirements to determine where appropriate "bumping" opportunities exist in accordance with the Collective Agreement. To the degree possible, bumping would be into a classification most closely matching the employees' former status.

- Movement to a form of reduced hours i.e. job share or part-time

Operating areas will be canvassed to determine if opportunities exist or could be developed for job sharing or for working on a reduced hour basis. Wherever possible and practicable, such opportunities will be reflective of the employee's skills and abilities and will approximate their current salary and classification.

- Layoff with right of recall.

If none of the above is appropriate, the employee retains the right to accept a layoff with right of recall. Such employees will be laid off in reverse order of seniority, and recalled in order of their seniority subject to possessing the qualifications and ability sufficient to perform the required duties.

- Utilization of accumulated benefits.

All benefits that have accrued to an affected employee will be reviewed for possible utilization for purposes of accessing these provisions.

- Voluntary separation (or retirement) with compensation as set out in this document.

This option will require the agreement of the Employer and the employee. If this option is chosen, the Employer will determine date of separation.

In order to be eligible for voluntary separation, an employee must meet one of the following criteria:

- (a) Be in a position that has been declared redundant; or
- (b) Offer to resign/retire from their position where that position is deemed by Management to be suitable for an employee who is in a position that is redundant.
- (c) Be eligible to retire or to take pre retirement leave within the window of time that is assigned.

Employees accepted for the voluntary separation plan will be eligible to receive a minimum payment in the amount of one (1) week's pay per year of service.

- Outplacement counselling.

Retirement, financial, business and/or outplacement counselling services may be provided on an individual basis, as agreed between the Parties.

This Letter of Understanding shall be attached to and form part of the Collective Agreement.

Signed this 30<sup>th</sup> day of June, 2020 at Winnipeg, Manitoba.


**FOR:  
WORKERS COMPENSATION  
BOARD OF MANITOBA**



---

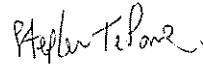
**Winston Maharaj, President & Chief  
Executive Officer**

**FOR:  
CANADIAN UNION OF PUBLIC  
EMPLOYEES, LOCAL 1063**



---

**Dennis Kshyk, CUPE Local 1063  
President**



---

**CUPE National Representative**

**LETTER OF UNDERSTANDING**

**- BETWEEN -**

**CANADIAN UNION OF PUBLIC EMPLOYEES, LOCAL 1063**

**- AND -**

**WORKERS COMPENSATION BOARD OF MANITOBA**

**RE: WORKLOAD**

---

This letter will set forth the understanding reached between the Parties with respect to the Workload.

The Parties agree to establish a joint committee to oversee the review of workload issues in the organization.

The mandate of the committee shall include but is not limited to:

1. acting as a forum for the identification of workload issues within the WCB;
2. ensuring that workload analyses are conducted in a transparent manner, involving representatives of all affected staff and leadership;
3. conducting an ongoing assessment of prioritization;
4. monitoring workload analyses to ensure that they consider both demand and capacity;  
and
5. ensuring time lines, as established by the committee, are adhered to/maintained.

The foregoing does not preclude the co-chairs from responding to situations requiring immediate attention or action.

The committee shall consist of equal representation from both Parties and shall be co-chaired by a Vice-President representing the Employer and a member of the Executive of CUPE Local 1063.



Signed this 30<sup>th</sup> day of June, 2020 at Winnipeg, Manitoba.

**FOR:  
WORKERS COMPENSATION  
BOARD OF MANITOBA**



---

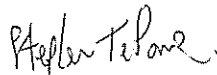
**Winston Maharaj, President & Chief  
Executive Officer**

**FOR:  
CANADIAN UNION OF PUBLIC  
EMPLOYEES, LOCAL 1063**



---

**Dennis Kshyk, CUPE Local 1063  
President**



---

**CUPE National Representative**

STP/ps/cope 491  
Feb. 27, 20