

Agreement Between

EFFICIENCY MANITOBA

and

CANADIAN UNION OF PUBLIC EMPLOYEES

LOCAL 998

for the period from January 1, 2021

to and including December 31, 2025

NEGOTIATING COMMITTEES

FOR THE ORGANIZATION

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THIS AGREEMENT made on January 30, 2023 between:

Efficiency Manitoba

(hereinafter referred to as "Efficiency Manitoba" or the "Organization")

OF THE FIRST PART,

and

CANADIAN UNION OF PUBLIC EMPLOYEES

Local 998

(hereinafter referred to as the "Union")

OF THE SECOND PART.

WITNESSETH as follows:

In Witness Whereof these presents have been executed the day and year first above written.

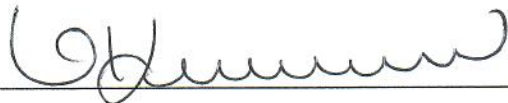
For the Canadian Union of Public
Employees, Local 998

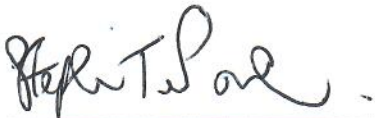
For Efficiency Manitoba

Per:

Per:


Michelle Bergen
President, Local 998


Colleen Kuruluk
Chief Executive Officer


Stephen Terichow-Parrott
National Representative
Canadian Union of Public Employees


Dori Chudobiak
Vice-President, Corporate Performance
& Engagement

Section A - Framework

Article 1 **SCOPE AND BARGAINING AGENT**

- A1.1 Efficiency Manitoba recognizes CUPE (Local 998) as the sole and exclusive bargaining agent for those employees employed in the classifications outlined in Appendix "A," which is attached hereto and forms part of this agreement.

The terms of this Agreement shall apply to all business development, administrative, and analytical employees providing support to energy efficiency programs employed by Efficiency Manitoba, in the Province of Manitoba. The terms of the agreement shall not apply to those persons who are not within the definition of "employee" as defined by the Manitoba Labour Relations Act, professional employees as defined by the Manitoba Labour Relations Act, those who are corporate exempt, those covered by another collective agreement (AMHSSE), and those excluded by the Act.

Exclusions can be found in the Labour Relations Act, definitions section.

- A1.2 New classifications created during the term of this agreement, which fall within the scope of the bargaining unit as may be agreed upon by the parties during the term of this Agreement, shall be added to Appendix "A."
- A1.3 Efficiency Manitoba recognizes and shall not interfere with its said employees' right to become members of the Union. There shall be no discrimination, interference, restraint, or coercion by Efficiency Manitoba or any of its agents against any such employees because of membership or activity in the Union.
- A1.4 Without limiting the Union's right to solicit employees to join the Union, the Union agrees that neither the Union nor its members, individually or collectively, will in any manner intimidate or coerce any employee of Efficiency Manitoba to influence such employee to join the Union.
- A1.5 Efficiency Manitoba will provide the Union with a report annually, or upon request of CUPE 998, of members currently employed at Efficiency Manitoba. The report shall include information on employment conditions such as wages, classifications and contact information including phone numbers and home addresses. This information is to be used for Union business purposes only.

Article 2 **ORGANIZATION RIGHTS**

- A2.1 Nothing in this agreement is intended nor shall it be construed as denying or in any manner limiting the right of Efficiency Manitoba to control and supervise all operations and direct all work, including the right to determine the employee's

ability, skill, competence, and other qualifications for the job, and to hire, discharge, lay off, suspend, discipline, promote, demote or transfer, and to control and regulate the use of all equipment and property and promote efficiency in all operations, provided, however, that in the exercise of Management rights, Efficiency Manitoba shall not contravene the provisions of this agreement.

- A2.2 In carrying out their responsibility to administer this Collective Agreement, Efficiency Manitoba and CUPE 998 agree to act reasonably, fairly, in good faith, and in a manner consistent with the Collective Agreement as a whole.

Article 3 DURATION, RENEWAL OR REVISION OF AGREEMENT

- A3.1 This agreement shall become effective from and including the 1st day of January, 2021, except as otherwise expressly provided, and shall continue in force and in effect up to and including the 31st day of December, 2025, and thereafter from year to year, unless renewed or terminated.
- A3.2 If either party to this agreement desires to renew or revise this agreement, then not less than 90 calendar days nor more than 120 calendar days prior to the 31st day of December, 2025, such party shall give written notice to the other party of intent or desire.
- A3.3 Following receipt of the written notice referred to in Article A3.2 requesting a renewal or revision of the agreement, the parties shall exchange bargaining proposals related thereto not later than 60 calendar days prior to the expiry date of the Agreement and be prepared to commence negotiations not later than 50 calendar days prior to the expiry date of the Agreement.
- A3.3.1 Only those matters referred to in the said particulars shall be discussed at such negotiations unless otherwise mutually agreed upon.
- A3.4 The President of the Union, with prior approval from the Executive of the Union, and the VP, Corporate Performance & Engagement of Efficiency Manitoba, acting jointly, may from time to time by Letters of Understanding in writing signed by them, amend or interpret the provisions of this agreement and the parties shall be bound by any such amendment or interpretation.
- A3.4.1 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.

- A3.4.2 Upon coming into force of this agreement, any other agreement or existing Letters of Understanding, which are not renewed, shall be terminated.
- A3.5 No part of a renewed or revised agreement shall have a retroactive effect unless specifically provided.
- A3.6 Should any law now existing or hereafter enacted, or any proclamation, regulation, or edict invalidate any portion of this agreement, the entire agreement shall not be invalidated thereby and either party hereto may reopen negotiations on the invalidated portion by giving notice to the other party.
- A3.6.1 Following receipt of the written notice and details of the invalidated portion of the agreement, the receiving party shall be prepared to commence negotiations within 30 calendar days of receipt of said notice and particulars.

Article 4 MEMBERSHIP DUES

- A4.1 Commencing on the first payday following the execution of this agreement, and on each payday thereafter, Efficiency Manitoba shall deduct from the wages of each employee covered by this agreement, beginning with the second pay period following commencement of employment and for each pay period thereafter, an amount equal to the regular biweekly Union membership dues established from time to time by the Union and shall pay said amount to the Union on a monthly basis on behalf of the employee. Efficiency Manitoba shall remit this amount to the Union in a timely manner. Follow-up adjustments will be made if required.
- A4.2 The Union shall indemnify and save harmless Efficiency Manitoba from and against any losses, damages, costs, or expenses suffered or sustained by Efficiency Manitoba as a result of any such deduction or deductions from the wages of an employee unless such losses, damages, costs or expenses were suffered or sustained as a result of the negligence of Efficiency Manitoba.

Article 5 NOTICES

- A5.1 Every notice, which may be required to be given or served according to this agreement, shall be in writing and dated by the party giving the notice.
- A5.2 Notice to Efficiency Manitoba will be given or served by personal service on an officer of Efficiency Manitoba or by read receipt email to the VP, Corporate

Performance & Engagement, or to such other email address as Efficiency Manitoba may designate in writing to the Union

- A5.3 Notice to the Union will be given or served by personal service on the President of the Union or by read receipt email addressed to the President, or such other email address as the Union may designate in writing to Efficiency Manitoba.

Article 6 RIGHT OF THE EMPLOYER TO INFORM EMPLOYEES

- A6.1 Efficiency Manitoba has the right to make and alter from time to time, policies and processes to be observed by employees, provided that such policies and processes do not conflict with this agreement's provisions.
- A6.2 Efficiency Manitoba shall have the right at any time to communicate directly with all employees, collectively or individually, by any means, to inform, advise or otherwise establish understanding on any subject of mutual interest. Every effort will be made to provide the Union with a reasonable notice period in advance of significant corporate-wide communication.
- A6.3 In the event of a pandemic, Efficiency Manitoba agrees to engage with the Union on workplace changes that are not contemplated by the Collective Agreement. The goal of engagement will be to share information and seek perspective prior to implementation of any changes. In accordance with Article A2, Efficiency Manitoba reserves the right to implement workplace changes as deemed required by the organization.

Article 7 GRIEVANCE AND ARBITRATION

- A7.1 If a grievance arises, there shall be no suspension of work. The parties recognize the desirability of resolving issues of dispute within the workplace in a timely manner.
- A7.2 Efficiency Manitoba recognizes union members' rights to have representation by the Union throughout the grievance process.
- A7.3 CUPE recognizes the right of Management to be accompanied by representation from Human Resources throughout the grievance process.
- A7.4 No employees shall be members of the Grievance Committee during the settlement of their own personal grievance. However, employees shall have the right to attend any joint meeting or hearing pertinent to their grievance.

- A7.5 The parties jointly recognize the value in resolving disputes based on the merits of the substantive issues involved.
- A7.6 In circumstances where it is not possible to process grievances within the specified time limits, they may be varied by arrangement between the parties.
- A7.7 A permanent transfer will not be made while a grievance is in process and any case during the first 10 working days following the unsuccessful applicant's notification. An unsuccessful applicant who alleges inappropriate selection will have 10 working days from the date of notification to lodge a grievance at Step II of the Grievance Procedure.

A7.8 Grievance Procedure

Employee Grievance

A7.8.1 Step I

Employees (individually or as a group) who believe they have a grievance and allege a violation of this agreement, or who believe they have been unjustly treated in the application or interpretation of this agreement, shall first approach their Lead or Manager and attempt to resolve the matter at that level.

In exceptional circumstances and with mutual agreement, the parties may advance the grievance directly to Step II, including the applicable timelines.

A7.8.2 Step II

If a settlement is not reached in Step I, the Union Grievance Committee will further review the case's circumstances. If it considers the grievance still valid, it shall, within 20 working days of the date of the issue giving rise to the grievance (10 working days in the case of alleged inappropriate job selection, suspension, or discharge), submit the grievance in writing to Efficiency Manitoba's Human Resource Advisor. The Human Resource Advisor will arrange a meeting with the appropriate Vice President within five working days following receipt of the completed grievance form. A meeting will be held within an additional 10 working days from the scheduled date. The Vice President's decision shall be rendered within five working days of the meeting.

- A7.9 If the Grievance Committee and Efficiency Manitoba settle a grievance, which involved the discharge or suspension of an employee, and agree that the employee was unjustly discharged or suspended, the employee shall be

reinstated without loss of pay or any other benefits under the terms of this agreement, retroactive to the time of discharge or suspension, provided the employee affected can prove they were willing and able to carry on working throughout the period for which the dismissal or suspension was in force.

Policy Grievance

- A7.10 Either the Union or Efficiency Manitoba shall have the right to initiate a grievance of an alleged violation of a general nature resulting from the application of the terms of this agreement. The article alleged to have been violated must be identified at the time the grievance is submitted.

Such grievances initiated by the Union shall be made to the Human Resource Advisor of Efficiency Manitoba. Such grievances initiated by Efficiency Manitoba shall be made to the President of the Union. In either case, it shall be within 20 working days from the date giving rise to the grievance.

A meeting with the Union and Efficiency Manitoba representatives shall be held within five working days of receiving the grievance.

If a settlement is not reached, either party may submit the grievance to arbitration within an additional 30 working days.

Arbitration

- A7.11 If any grievance settlement is not reached, then either Efficiency Manitoba or the Union may submit the matter to arbitration.

- A7.12 Arbitration proceedings shall be instituted by either party serving upon the other a written notice to arbitrate within 30 working days following receipt of the appropriate Vice President's decision to the grievance at Step II.

- A7.13 Each party shall, within five working days of service of the notice referred to in Article A7.12, appoint a member to a Board of Arbitration. The two members so assigned shall then choose a chairperson. If the members cannot agree on a chairperson within 10 working days of the serving of said notice, they shall request the Manitoba Labour Board to appoint a chairperson.

- A7.13.1 To expedite the arbitration process, the parties agree that they may utilize a single arbitrator rather than a Board of Arbitration.

The parties will meet within five working days of the service of the notice referred to in Article A7.12 to discuss the issue. Upon mutual agreement, a single arbitrator rather than a Board of Arbitration may be utilized.

If the parties cannot agree to a single arbitrator, they shall request the Manitoba Labour Board to appoint a Chairperson.

- A7.14 A Board of Arbitration appointed under Article A7.13 shall meet and hear evidence from both sides and attempt to issue an award within 30 calendar days after completing the hearing of evidence. An award by a majority of the Board of Arbitration or in the absence of an award by a majority, then the Chairperson's award shall be deemed to be the award by the Board and shall be final and binding on all parties concerned. If the Board of Arbitration does not issue the award within the specified 30 calendar days, either party may request the Minister responsible for Labour in the Province of Manitoba to consult with the parties and the Board of Arbitration to expedite the grievance's settlement.
- A7.15 Efficiency Manitoba and the Union agree that each will bear an equal share of the fees and expenses, if any, incurred as a result of the appointment of a chairperson to the Board of Arbitration.
- A7.16 A Board of Arbitration shall not have any authority to alter or change any of the provisions of this agreement, or to substitute any new provisions in lieu thereof, or to make any award contrary to the terms or provisions of this agreement.
- A7.17 A Board of Arbitration shall have the authority to determine whether any matter referred to it is arbitrable.
- A7.18 The parties may, in certain circumstances, mutually agree to act as advocates for themselves in the matter, rather than utilizing legal counsel. It is recognized that legal counsel may be consulted but will not present the case at arbitration.

Article 8 UNION REPRESENTATION, COMMITTEES/MEETINGS

- A8.1 The Union may elect or appoint stewards. The Union shall provide Efficiency Manitoba with a list of stewards and others authorized to act on its behalf.
- The Union shall also keep Efficiency Manitoba informed at all times as to the names of its officers and members who may be appointed or elected from time to time to any executive, grievance, or negotiating committee.
- A8.2 When practicable, meetings between Efficiency Manitoba and the Union shall be held during regular working hours.
- A8.3 Subject to the provisions of Articles A8.4 and A8.5, employees who are representatives of the Union and who attend meetings held during regular working hours shall be deemed to be carrying on their regular work under this

agreement and shall receive their usual remuneration from Efficiency Manitoba while in attendance.

A8.4 When meeting with Efficiency Manitoba, the number of employees attending as representatives of the Union who are entitled to receive their usual remuneration from Efficiency Manitoba shall be as follows:

A8.4.1 Efficiency Manitoba shall establish a Workplace, Safety and Health Committee including joint representation between the employer and the union.

A8.4.2 In the case of a grievance, a total of two representatives, not including the grievor.

A8.4.3 In the case of a meeting referred to in Article A8.5, a total of two representatives.

A8.4.4 In the case of negotiations, conciliation, but excluding mediation and arbitration, two or less representatives.

A8.5 To discuss matters relating to the administration, application, and interpretation of this agreement, joint meetings between Efficiency Manitoba representatives and the Union shall be held if requested by either party.

A8.6 The Union will be notified of all new hires. As soon as possible after employment commences, new employees will be made available to attend an orientation and information session initiated and scheduled by the Union.

Article 9 STRIKE OR LOCKOUT

A9.1 In compliance with the Labour Relations Act, no cessation of work shall occur through strikes, lockouts, or slowdown during the term of this agreement.

Article 10 CONTRACTING OUT

The parties recognize that Efficiency Manitoba has the right to manage its workforce to promote efficiency in all operations.

A10.1 Efficiency Manitoba recognizes its employees' value and agrees that contracting out shall be for sound business reasons.

A10.2 As an alternative to contracting out, and where practicable, Efficiency Manitoba may hire term employees in a manner specified in Article C1.14 of the Collective

Agreement. Providing they have the qualifications and abilities to perform the work, employees who are currently on lay-off or to be laid off, or before exercising their bumping rights will be considered before hiring term employees.

- A10.3 Efficiency Manitoba will notify the Union of any potential contracts for services, resulting in any lost positions or redundancies. Such notice will be before the contract being tendered and will include pertinent information such as:
- the rationale for the contracts for services,
 - number of employees or positions affected,
 - the duration of the agreement,
 - if available the tender information.

Efficiency Manitoba will schedule a meeting with the appropriate Management representatives to discuss the matter at the Union's request.

- A10.4 The Union will be advised of any renewal or extension of any contract for services identified in Article A10.3.

- A10.5 When Efficiency Manitoba engages staff under contract or on loan from other employers to work in positions covered by this agreement, such employment shall not exceed three months. This provision does not apply in the case of assignments requiring specialists or where the required skills are not available within Efficiency Manitoba.

- A10.5.1 Written notice shall be given to the Union, where the contract or loan period exceeds 30 days.

Article 11 CRIMINAL AND CIVIL LIABILITY

- A11.1 With respect to criminal and civil liability, employees will be covered by Efficiency Manitoba Policy on Employees' Indemnity.
- A11.2 Affected employees will be advised that they also have the right to Union representation if desired.
- A11.3 The Union will be notified of any changes to Efficiency Manitoba policy before implementation.

- A12.1 Employees shall not be terminated or suspended without reasonable and sufficient cause.
- A12.1.1 Employees shall be informed of their right to have a Union representative present when a warning letter is issued, or suspension or termination is invoked.
- A12.1.1.1 Employees under investigation for alleged misconduct shall be informed of their right to have a Union representative present during an investigation meeting.
- A12.1.2 The Union shall be advised verbally and then in writing of the discipline invoked.
- A12.2 The Union shall be provided with a copy of all letters of warning.
- A12.3 Both parties recognize that applying progressive discipline principles is to be corrective in nature and in practice.
- A12.4 Employees, or the Union with the employee's written permission, shall have the right to access the contents of the employee's file related to performance management and/or discipline. Employees shall have the right to respond in writing to documents relating to disciplinary action contained therein, and such reply shall become part of the employees' file.
- A12.5 Letters of discipline will be removed from an employee's file after 12 months providing the employee's performance has improved to the satisfaction of Efficiency Manitoba.
- A12.5.1 The employee will be provided with a written notification and explanation should Efficiency Manitoba require that the letter of discipline be retained beyond 12 months.

Section B – Wages & Pensions

Article 1 **WAGE RATES AND SETTLEMENT PAY**

- B1.1 The salary range and the hourly rate for each respective classification covered by this agreement shall be outlined in Appendix "A" which is attached hereto and forms part of this agreement.
- B1.2 Efficiency Manitoba shall advise the Union of changes in or additions to the classifications that come within the agreement's scope, and Efficiency Manitoba shall negotiate with the Union the salary range and hourly rate for such changes or additions.
- B1.3 Efficiency Manitoba's classifications shall not be modified without prior review with the Union.
- B1.4 The classifications and rates of pay for work performed by employees shall be in accordance with the Classification Grade Table and Salary Schedule forming part of this agreement.
- B1.5 If, by virtue of the coming into force of this agreement, the former rate of pay of a classification is reduced, employees in such a classification shall not have their pay rate reduced so long as they remain in that classification.
- B1.6 During the term of this agreement, should Efficiency Manitoba determine that a classification requires an increase in compensation due to external market pressures related to attraction and retention, it is agreed Efficiency Manitoba and the Union shall, in good faith, discuss towards implementing mutually agreeable adjustments.

Salary Schedule (Appendix A)

- B1.7 The Salary Schedule forms part of the agreement between Efficiency Manitoba and Local Union 998 of the Canadian Union of Public Employees effective January 1, 2021.
- B1.8 The salary schedule will be escalated during the term of the agreement as follows:
 - a) Effective January 1, 2021 – 0.5% general wage increase.
 - b) Effective January 1, 2022 – 1.25% general wage increase.
 - c) Effective January 1, 2023 – 1.25% general wage increase.

- d) Effective January 1, 2024 – 1.5% general wage increase.
- e) Effective January 1, 2025 – 2% general wage increase.

Section C – Working Conditions

Article 1 **SENIORITY/EMPLOYEE STATUS**

Employee Status

C1.1 Probationary Employees

All new employees shall be designated "Probationary Employees" during their initial period of employment with Efficiency Manitoba.

C1.1.1 The probationary period's purpose is to assess the employee's qualifications, performance, alignment with Efficiency Manitoba's Guiding Principles, and overall suitability for continued employment.

C1.1.2 The probationary period shall extend from the date of hire for a period of 13 completed pay periods, or for hourly paid employees after 958.1 basic hours worked.

C1.1.3 An employee who fails to successfully complete the probationary period shall not continue in the employ of Efficiency Manitoba.

C1.2 The status definitions shall be as follows:

Full-Time: Full-time (basic daily and bi-weekly hours) on a continuous year-round indefinite requirement basis.

Term: Required for a specific job or for a specific duration of time on a full or part-time basis.

Refer to C1.14 for provisions specific to term status employees.

Part-Time: Less than normal basic daily and/or bi-weekly hours on a fixed or flexible schedule, on a year-round basis.

Student: Full-time student of a high school, community college, or university, employed on a full-time basis between school terms or employed during the school term. The employee must be currently attending school or be returning to school after the period of employment. Individuals employed via Co-Op Study Programs or Industrial Internship Programs will be considered students. Refer to C1.15, C2.8, E2.8 and E2.9 for provisions specific to Student status employees.

Job share: Two employees sharing the duties and responsibilities of one position. (See Appendix E for details).

C1.3 Completion of Probationary Period

An employee shall be deemed to have completed the probationary period in the pay period following completion of 958.1 basic hours of work provided such employee meets Efficiency Manitoba requirements including education, experience, performance, alignment with Efficiency Manitoba's Guiding Principles, and other particular requirements related to the position.

C1.4 If an employee transfers from full-time status to part-time status or vice versa, any benefits accrued to such an employee shall be retained, as far as practicable, as of the transfer date.

C1.5 An employee is no longer an active employee of Efficiency Manitoba following:

- a) Resignation,
- b) Termination,
- c) Failure to report for work following recall after a layoff,
- d) Refusal to accept a recall from layoff to their base or equal classification and equivalent working conditions,
- e) No recall for re-employment within 26 pay periods after a layoff, or
- f) Expiry of approved leave of absence, if the employee fails to return to work unless such failure results from sickness or accident.

Union Seniority

C1.6 The parties intend to protect, on an interim basis, the job selection opportunities for qualified employees within the CUPE 998 jurisdiction in the absence of reciprocal agreements from the other bargaining units that recognize service accumulated in all jurisdictions for job selection purposes.

The parties acknowledge that Corporate Service is in the best interests of all parties and therefore agree that if the other Efficiency Manitoba bargaining units decide to reduce or eliminate seniority barriers for cross-jurisdictional purposes, the Union will do the same.

C1.6.1 Only employees covered by this collective agreement who have completed the probationary period as defined in Article C1.3 shall have union seniority.

- C1.7 Union Seniority shall be defined as the accumulated service with Efficiency Manitoba (or recognized by Efficiency Manitoba in the case of employees covered by the 2020 successor arrangements) based on basic hours paid, continuous or broken by approved leave of absence or layoff, but not service broken by a termination of employment except related to the 2020 successor arrangements or as described in Article C1.12.
- C1.8 Union seniority will be established following six consecutive months of service in the CUPE 998 jurisdiction (including temporary appointments). It will be designated as the employee's total corporate service.
- C1.9 Employees transferring out of the CUPE 998 jurisdiction will retain their union seniority date for job selection purposes into the CUPE 998 jurisdiction as follows:
- C 1.9.1 Permanent transfer: retained for a period of 36 months from the date of appointment. The employee's union seniority shall not exceed the amount held when leaving the CUPE 998 jurisdiction.
- C 1.9.2 Temporary transfer: Retained indefinitely and will not be adjusted during the period the employee is temporarily out of the CUPE 998 jurisdiction.
- C1.10 Seniority rights of an employee shall be retained, and union seniority shall continue to accrue during periods of authorized leave with pay or when on Workers Compensation.
- C1.11 Union seniority and seniority rights of an employee on leave of absence without pay over 30 days will typically be held in suspension, without any further accruals, until the period of leave of absence expires. On return from Maternity, Parental and Adoptive leave, employees will be credited with union seniority equal to the leave duration.
- C1.12 Previously accumulated union seniority and corporate service will be reinstated for rehired employees within one year of being terminated. The seniority date will be adjusted by the length of time Efficiency Manitoba did not employ the employee.
- C1.13 Efficiency Manitoba shall maintain seniority records for employees covered by this agreement.
- C1.13.1 For employees, the list will be published in April of each year. It will show employees' classification at the time of publication, their union seniority date, and their corporate service. Lists will be published in order, based on union seniority date.

C1.13.2 Seniority lists will be provided to the Union.

Term Employees

C1.14 A term employee will be subject to all terms and conditions of the Collective Agreement, except as follows:

C1.14.1 A term employee will be terminated after the term or during the period due to reduced workload or completion of a project.

C1.14.2 The length of employment for a term employee will be determined by:

a) the specific time frame for the temporary position the applicant is hired for, or

b) the length of the project the applicant is hired for.

C1.14.2.1 The Union will be notified of all term employees hired and their length of employment.

C1.14.2.2 Extensions to the length of the employment of a term employee will require Union concurrence.

C1.14.3 Term employees will have no-layoff rights, placement, displacement, bumping, or recall and will not be eligible to be displaced or bumped.

C1.14.3.1 Term employees may be terminated to accommodate laid-off employees' placement or redundant employees due to being laid off, who are qualified, and able to perform the work.

C1.14.4 Term employees will not be eligible to exercise Article F4.3 (Personal Leave) provisions of the Collective Agreement.

C1.14.5 Efficiency Manitoba and the Union may at any time mutually agree that a term employee ceases to be designated as a "term employee."

C1.14.5.1 Term employees who have worked in the same position for 24 consecutive months or more with breaks in service of no greater than two weeks and who have no discipline for serious misconduct on their file shall be granted full-time or part-time status in accordance with the nature of their position. This will not apply to employees where the initial term of employment was more than 24 months.

Students

C1.15 Student employees will not accrue Corporate Service or union seniority toward completing the probationary period.

C1.15.1 Students converted to full-time, term, or part-time status shall have their continuous service as a student recognized retroactively back to their last hire date and adjusted to recognize time worked.

Article 2 HOURS OF WORK

C2.1 The basic hours of work used to calculate the salary schedules shown in Appendix "A" of this agreement are:

Seven hours and 55 minutes (7.92 hours) daily during a nine-day biweekly pay period, for a total of 73.7 hours biweekly, or 1916 hours annually.

The biweekly pay period will generally consist of nine regularly scheduled workdays. The first week in a biweekly work period will normally have four regular workdays, scheduled from Tuesday to Friday. The second week in the biweekly pay period will normally have five regular workdays, scheduled from Monday to Friday. There will be exceptions to the above work schedule in pay periods that have an organization holiday (see attached work calendar). Employees are paid 73.7 basic hours bi-weekly (1916 hours annually over 26 pay periods).

Employees will receive 18 Regular Days Off (RDO) each year, made up of a combination of fixed Mondays off arising from the application of this article, plus additional individual RDOs to be taken at a time mutually agreed between the employee and his/her responsible Leader.

C2.1.1 Efficiency Manitoba and the Union agree that in those payroll years when there are 27 pay periods, a further reconciliation will occur to ensure that hours worked (including organization holidays) over that year are equivalent to hours paid. More specifically, Efficiency Manitoba will provide employees (in a manner to be decided by Efficiency Manitoba) with the difference between 79.2 hours worked minus 73.7 hours paid in the 27th pay period.

Nine-Day Work Cycle

C2.2 The nine-day work cycle will be a universal plan covering all Efficiency Manitoba employees.

The conditions of the nine-day cycle are as follows:

- C2.3 The regular daily hours of work will be 7 hours and 55 minutes. These daily hours shall be worked between 8:00 a.m. and 4:30 p.m., except for employees working under the provisions of Articles C2.9.
- C2.4 The first Monday of each pay period will be a non-working Monday except for those pay periods that include an organization holiday. There will be no Monday off in a pay period that includes an organization holiday.
- C2.5 Overtime rates of pay as provided in Article D1 will apply only to those hours worked in excess of the regular daily hours as set out in Article C2.3. An employee required to work on their scheduled day off will be paid overtime as provided in Article D1.2.
- C2.6 The basic salary for biweekly employees will remain constant. Hourly employees will be paid on the basis of hours worked.
- C2.7 Vacation, bereavement leave, and sick leave credits will be utilized at a rate of 7.92 hours per day.
- C2.8 Students who work 10 days by mutual agreement during any nine-day work period will receive straight time rates for the 10th day. Overtime rates of pay will otherwise apply as noted above.
- C2.9 Because of the nature of their duties and responsibilities, employees in designated classifications are required, as part of their job descriptions, to work irregular hours during weekdays (Monday to Friday, Mondays off to be treated as a normal workday). These employees will work 7.92 hours per weekday; however, the start and end time of these hours can be adjusted by Efficiency Manitoba leadership with two weeks' notice to accommodate business requirements. No overtime shall be paid for the hours of work, so long as the required notice is given and the hours worked do not exceed 7.92 hours per day.
 - C2.9.1 Designated classifications shall be those whose duties and responsibilities regularly require employees to be available to meet with customers outside of normal working hours, including Administrative Representatives and Analysts.
 - C2.9.2 Employees who wish to maintain flexibility can, with leadership approval, continue to exchange time worked for time-off on a straight time basis.
- C2.10 Where feasible and practical, employees may request flexibility in starting and finishing times within certain limits. Requests will be made in writing to the

employee's responsible Leader. The Leader's decision will be provided in writing, and will include reasons if the request is denied. Requests will not be unreasonably denied.

- C2.10.1 Employees' work schedules must meet the operational requirements of their work area as determined by their responsible Leader.
- C2.10.2 The standard hours of work for all full-time employees will be 8:00 a.m. to 4:30 p.m. (assuming a 35-minute lunch break).
- C2.10.3 Employees may commence their workday between 7:00 a.m. and 9:00 a.m. and end their workday at/or between 3:30 p.m. and 5:30 p.m. (reflecting standard hours of work of 7 hours and 55 minutes per day, nine days biweekly).
- C2.10.4 Employees will receive an unpaid meal break of not less than half an hour and not greater than one hour. Daily finish times will reflect the unpaid meal break.
- C2.10.5 A rest period of 15 minutes in the morning and in the afternoon is permitted, within a period established in the employee's work group.
- C2.10.6 Subject to the approval of their responsible Leader, employees will designate their daily starting and finishing times, which will normally remain in effect on an ongoing basis. From time to time, employees may vary their start/finish times, but are expected to keep their responsible Leader aware of such changes.
- C2.10.7 Employees may, with reasonable notice, revert back to standard working hours in accordance with Article C2.3 when a flexible work arrangement is no longer necessary or desirable.
- C2.10.8 In instances where an employee is approved, for personal reasons, to work hours outside the scope of Article C2.10.3, the Union shall be notified of any such modification of hours.
- C2.11 When employees request to work additional hours in excess of the daily hours of work outlined in Article C2.3 as compensation for prearranged leave, they may, with approval of their responsible Leader, work up to a maximum of 40 hours per week (including the regular hours of work). Such exchange will be on an equal time basis.

2021-2022

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January 2021

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August

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January 2022

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LEGEND

- Pay period ending
- Organization holiday
- Efficiency Monday off
-] Last pay period ending in fiscal year



2022-2023

January 2022

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July

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September

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November

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December

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January 2023

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LEGEND

- Efficiency Monday off
- Pay period ending
- Last pay period ending in fiscal year
- Organizational holiday



2023-2024

January 2023

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February

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March

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April

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July

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August

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September

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October

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November

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December

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January 2024

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February

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March

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April

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LEGEND

Efficiency Monday off

Pay period ending

Organizational holiday

Last pay period ending in fiscal year



2024-2025

January 2024

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February

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March

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LEGEND

- Efficiency Monday off
- Pay period ending
- Organizational holiday
- Last pay period ending in fiscal year

*To recognize diversity at EK, 792 hours of vacation credits will be allocated (pro-rated for PT employees) in lieu of the Easter Monday holiday.

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2025-2026

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January 2026

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LEGEND

Efficiency Monday off Pay period ending Organizational holiday Last pay period ending in fiscal year

*To recognize diversity at EM, 792 hours of vacation credits will be allocated (pro-rated for PT employees) in lieu of the Easter Monday holiday.

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EFFICIENCY
MANITOBA

Article 3 **DISCRIMINATION AND HARASSMENT FREE WORKPLACE**

C3.1 Efficiency Manitoba will enable and support a work environment in which all employees are treated equitably and respectfully and are NOT subjected to discrimination, harassment, or any other conduct that undermines a person's dignity and worth.

C3.1.1 Discrimination and harassment are defined in Efficiency Manitoba's Respectful Workplace Policy.

C3.2 Efficiency Manitoba will NOT knowingly exercise, practice, or condone any discrimination, harassment, reprisal, restriction, interference, or coercion of or by its employees based upon characteristics that include those named in the Human Rights Code of Manitoba and Efficiency Manitoba's Respectful Workplace Policy. The parties acknowledge that discrimination in employment may be justified if it is based upon bona fide and reasonable requirements for the employment or occupation.

C3.2.1 The parties agree that there shall be no discrimination or harassment based on membership or activity in the Union.

REPORTING WORKPLACE HARASSMENT

Informal procedure:

C3.3 An employee who believes they have been the subject of harassment, **has the choice** to first endeavour to resolve the matter informally directly with the respondent, Human Resources, or alternatively raise the matter with their union in accordance with the Collective Agreement. Bringing the impact of an offense to the attention of the person who has committed the offense is important as it is the impact, and not necessarily the intent, that makes a behaviour or statement offensive. This may be enough to correct the situation.

Additional details on raising a complaint formally are covered in Efficiency Manitoba's Respectful Workplace policy.

C3.3.1 All complaints and inquiries shall be treated in confidence.

C3.3.2 The complainant, respondent, and witnesses may be accompanied by a representative of their bargaining unit/association at any step of the process.

C3.3.3 Where the findings of an investigation indicate that disciplinary action or the termination of an employee is appropriate, Human Resources

and the Respondents' Manager will make a recommendation to the responsible Vice President within 10 working days.

- C3.3.4 The Investigation Officer shall notify both the complainant and the respondent on the date that a recommendation is made to Efficiency Manitoba leadership, but not of the content of the recommendation. Both the complainant and respondent shall be notified in writing about the course of action to be taken to resolve the complaint.
- C3.3.5 No employee, by initiating or participating in the procedure, will have surrendered or waived any right to file a grievance under this collective agreement or to file a complaint with the Manitoba Human Rights Commission.
- C3.4 The Union and Efficiency Manitoba jointly encourage employees to report all instances of harassment or discrimination as expeditiously as possible through this procedure.
- C3.5 An employee who has filed a complaint may request that they cease immediate contact with the alleged harasser. Efficiency Manitoba will make every reasonable effort to accommodate the request providing:
- a) that the Investigation Officer be allowed to make an immediate determination of the situation and provides a substantiating report to the Human Resource Advisor; and
 - b) the Human Resource Advisor, be given the time required to advise the Vice President, Corporate Performance and Engagement of the action's necessity.
- C3.5.1 In accommodating the request, Efficiency Manitoba may determine that the complainant or the respondent will be re-assigned. The re-assigned employee will do so, without loss of pay, until:
- the complaint is investigated and resolved or;
 - the alleged source of harassment or discrimination is removed or;
 - the complainant retracts their request.
- C3.6 A grievance may be lodged under this Article where it is alleged that Efficiency Manitoba has not properly discharged its obligation to provide employees with a work environment free from harassment or discrimination. The timeframe for filing a complaint shall be within one year from the date of the most recent alleged incident.

- C3.6.1 If the person who would receive the grievance at any step is alleged to be involved in the harassment or discrimination, the grievance may be initiated at the next higher stage.
- C3.7 An Arbitrator shall have the authority to recommend a remedy and shall be guided by the Manitoba Human Rights Commission's decisions and practices in resolving Sexual Harassment complaints. The Arbitrator's authority shall be equivalent to the authority of an "adjudicator" as established under the Manitoba Human Rights Code.
- C3.8 Efficiency Manitoba's Respectful Workplace Policy will not be changed without first consulting with the Union.

Article 4 EMPLOYEE GROWTH AND DEVELOPMENT

- C4.1 When employees are enrolled in training outside Efficiency Manitoba, they may be allowed to make suitable arrangements with their responsible Leader to work hours outside the regular workday to permit their attendance at daily lectures and/or laboratory periods at an institute of learning for up to a maximum of three hours per week, plus travelling time. Total time off during any workday shall not exceed three hours plus travelling time and will only be granted for those courses not available outside regular working hours. These provisions will be subject to the workload conditions and operational needs.
- C4.2 Where employees request and receive approval to attend a conference or seminar, all or part of which is outside of normal working hours, they shall receive straight pay for normal hours of work only. There will be no additional pay for extra hours of attendance or travel. They will be reimbursed for registration, and where required, travel and accommodation costs following Article H1.1.
- C4.3 Where employees are required, as part of their job, to attend mandatory training including conferences or seminars, all or part of which is outside of regular working hours, they shall receive pay at the applicable overtime rates for travel on the first and last day of the assignment. Employees who choose to commute home daily or on weekends are not eligible for compensation or travel time for the additional commute time.
- C4.3.1 Mandatory training is defined as:
- a) training required and directed by Efficiency Manitoba, or
 - b) necessary for employees to perform the duties of their current job, or

- c) normally the result of technological, regulatory, organizational, or policy changes.

Article 5 DIVERSITY

- C5.1 The parties agree to work cooperatively to identify and remove systemic barriers to stable long-term employment to facilitate equitable participation of qualified women, Indigenous people, persons with disabilities, and members of visible minority groups in Efficiency Manitoba's workforce.
- C5.2 The posting of all positions as provided in Article E1 is contingent upon this diversity language remaining in effect.
- C5.3 The parties will discuss to reach mutually acceptable solutions, such as diversity issues that may arise.
- C5.4 The waiver of individual postings will be considered for diversity purposes on a case-by-case basis provided minimum qualifications are met. Requests for Union concurrence for the waiver of postings in these instances will not be unreasonably denied.

On-The-Job Training Programs

- C5.5 The parties agree to work cooperatively in removing systemic barriers to employment for all diversity groups through on-the-job training programs.

Section D – Operational Requirements

Article 1 **OVERTIME**

- D1.1 It shall be the responsibility of employees to maintain their regular work at a satisfactory state of completion at all times.
- D1.2 All overtime work shall be paid for at the rate of 2x, except as noted in Articles C2.9, C2.10, C4.1, C4.2, D 1.7.1, H 2.2 and H2.3.
- D1.3 Overtime is time worked by an employee during hours not scheduled as their regular working hours.
- D1.4 An employee who has worked overtime shall not be laid off to equalize such overtime.
- D1.5 It is understood that an employee will work such overtime and perform such work as Efficiency Manitoba may deem necessary to meet operational needs. However, it is also understood that Efficiency Manitoba, will not discriminate against an employee who requests to be excused from an overtime work assignment.
- D1.6 Unless specifically provided in this agreement, premium rates of pay will not be compounded.

Banking of Overtime

- D1.7 With prior approval, an employee may elect to bank overtime hours worked and credit these hours to an "overtime bank" to receive a leave of absence with pay at a future date within the fiscal year, working conditions permitted. Overtime will be accumulated in the "overtime bank" at the hour value that it is earned, i.e., 2x for one hour is equal to two basic hours in the bank. The maximum amount of time to be credited to the bank during a vacation year is 80 hours (40 hours worked).
 - D1.7.1 When the "overtime bank" is fully credited, and an employee who is requested to work overtime chooses to exchange work for time off, such exchange shall be at a mutually agreed time on an equal time basis. Arrangements for such time off shall be confirmed within 30 calendar days.
 - D1.7.2 Banked overtime will be taken at a time mutually agreeable to the employee and the responsible Leader, generally in units of not less than one hour.

- D1.7.3 On request, an employee may have the total overtime bank balance, or any portion thereof, paid off at the employee's current basic rate of pay.
- D1.7.4 When all banked overtime cannot be taken during a vacation year, the balance will be paid out following the conclusion of the fiscal year.

Overtime Meals

- D1.8 Employees who are required to continue working three hours or more after their standard quitting time and are not allowed sufficient time to return to their residence for a meal will be eligible for a meal break and reimbursement for the purchase of a meal on a reasonable cost basis in accordance with the Efficiency Manitoba Expenses While on Business policy. Where employees are required to continue working beyond the initial three hours, they will be eligible for an additional meal and meal break at three-hour intervals of continuous work after that.
- D1.9 When employees do not leave the worksite, and the meal break does not exceed half an hour, the meal break period will be considered as time worked at the overtime rate of pay.

Article 2 RESOLVING TECHNICAL PROBLEMS VIRTUALLY

- D2.1 Employees who resolve technical problems over the telephone or by other forms of electronic communication outside of regular working hours will be paid as follows:
- D2.2.1 The employee will be paid a minimum of one hour of pay at overtime rates.
- D2.2.1.1 If there are additional calls received during the one hour minimum period, payment for additional calls will not apply.
- D2.2.1.2 If the time spent actually extends beyond one hour, overtime will be paid for actual time spent.
- D 2.2.2 This arrangement must have received prior approval from the employee's Lead or Manager.

- D3.1 The Efficiency Manitoba Virtual Work policy outlines acceptable virtual work arrangements and the requirements associated with working virtually. Arrangements for virtual work will be reviewed on an individual basis, subject to approval by the relevant Efficiency Manitoba Vice President.
- D3.2 The terms and conditions of employment with Efficiency Manitoba and the Collective Agreement still apply when working virtually.
- D3.3 Equipment provided for employees working virtually is outlined in the Efficiency Manitoba Virtual Work Policy.
- D3.4 Efficiency Manitoba will consult with CUPE 998 as the implementation of the Virtual Work Policy is reviewed on an annual basis.
- D3.5 A list of all CUPE members with Virtual Work Arrangements will be provided to CUPE 998.

Section E – Appointments, Promotions and Reclasses

Article 1 **JOB POSTINGS**

General

- E1.1 When a vacancy or new position is created within the scope of this agreement and is required to be filled, the Union shall be notified via a copy of the job posting at the time of posting.
- E1.1.1 The Union will be notified of any planned changes in positions or where posting delays beyond the standard 90 calendar days are anticipated. The Union will also be notified of any cancellations of postings.
- E1.2 In all cases, Management continues to retain sole discretion as to whether a position is required to be filled.
- E1.3 Posting of vacant positions will not be required for:
- a) Application of Workforce Adjustment (Section I, Article 1) and placement, displacement, bumping, and recall provisions of the collective agreement.
 - b) Diversity hiring initiatives consistent with Article C5.
 - c) Those positions where Efficiency Manitoba may, with prior concurrence of the Union, confirmed in writing, fill the vacancy by appointment or an additional selection from the applicants to an existing posting.
- E1.4 The closing date for acceptance of applications for positions advertised shall typically not be less than 10 calendar days after the date of publication.
- E1.5 Applications will be accepted up to 14 calendar days after the closing date or when a selection is made, whichever is earlier.
- E1.5.2 In cases of sickness, vacations, or other extenuating circumstances, applications will be accepted, providing the selection has not been made.
- E1.6 While any employee may make application for any position, the existence of an application shall not restrict Efficiency Manitoba in its right of selection and Efficiency Manitoba may, subject to Articles E 2.1, E 2.1.1 and E 2.1.2, reject any or all applications received.

Temporary Appointments

Permanent Vacancy

E1.7 Vacant positions will typically be posted, and a selection made within three months.

E1.7.1 Efficiency Manitoba retains the right to temporarily fill a vacant position for less than 12 months by appointment without posting, under the following conditions:

At the ninth month, Efficiency Manitoba will:

- a) post the position; or
- b) notify the Union that the position is no longer required; or
- c) request Union concurrence to extend the duration of the temporary appointment beyond 12 months.

E1.7.2 Consequential vacancies will be filled, if required, by appointment.

Temporary Vacancy

E1.8 Where a full-time position is temporarily vacant for less than 12 months, Efficiency Manitoba may appoint an employee to the position without posting.

E1.9 Where the full-time position is temporarily vacant, and it is known the duration will be 12 months or more, it will be posted as a temporary vacancy.

E1.9.1 The closing date for acceptance of applications for full-time positions temporarily vacant will be 10 calendar days after the date of posting unless union concurrence is received for a shortened posting period.

E1.10 Consequential vacancies will be filled by appointment.

E1.11 An employee who attains a temporary position under the terms of this article shall have their base position or an equivalent position held for them to return to following the conclusion of the temporary assignment.

E1.11.1 Where an employee successfully applies for a temporary assignment, they will not be prohibited from applying for another temporary position; however, the employee will be considered only if their former work group can accommodate a further assignment.

- E1.11.2 If the selected applicant to a temporary posting is not available or cannot be released, the selecting officer may make a further selection.

Special Assignments

- E1.12 Special assignments are defined as work requirements that are non-routine and non-recurring and which are separate from the employee's regular duties.
- E1.12.1 Efficiency Manitoba may appoint employees to special assignments and will notify the union of expected appointments and the expected duration.
- E1.12.2 Consequential vacancies of 12 months or more will be posted.
- E1.12.3 Consequential vacancies of less than 12 months may be filled by appointment.

Maternity Leave

- E1.13 Efficiency Manitoba recognizes the potential training and development for employees due to Maternity Leave absences. As the intended absence is known in advance, Efficiency Manitoba will post, as required, all Maternity Leave vacancies.
- E1.13.1 Consequential vacancies will be filled by appointment.
- E1.13.2 Recommended salary treatment will begin the day the employee taking Maternity Leave vacates their position.

Special Placements

- E 1.14 Efficiency Manitoba and the Union agree to the special placements of employees covered by this agreement when:
- a) returning from extended absences due to sick leave, long term disability, Workers Compensation Board claims, and approved personal leaves where Efficiency Manitoba is committed to re-employ the employee.
 - b) requiring placement due to job redundancy.
- E1.14.1 For the special situations above, where a placement would be for 12 months or longer, Efficiency Manitoba would apply the following procedure:

- a) Efficiency Manitoba would develop a recommended placement that best suits the individual's ability and qualifications against the available jobs.
- b) a "Recommendation for Placement" would be provided to the Union for review and input, before confirming an assignment.
- c) Efficiency Manitoba would advise the union of existing vacancies available for consideration for special placements, and a record of special placements made and their durations.
- d) the Union will maintain the right of waiver of posting.

E1.14.2 For a special placement of less than 12 months, Efficiency Manitoba will appoint the employee to a position and notify the Union in writing of such arrangements.

Article 2 SELECTIONS, APPOINTMENTS AND PROMOTIONS

E2.1 Efficiency Manitoba shall select a suitable applicant to fill a vacant position listed in Appendix "A" recognizing qualifications, union seniority, and ability to sufficiently perform the job as posted.

E2.1.1 Provided employees can meet the requirements of Article E2.1, the employee with the earliest union seniority date shall be given first consideration for the vacant position.

E2.1.2 If the response to a position vacancy fails to provide an applicant meets Article E2.1, Efficiency Manitoba shall then fill the vacancy with the most qualified internal applicant available who, at the leader's discretion, is within 12 months of meeting the minimum requirements. Should no candidate be identified within 12 months of being qualified, the leader may select externally, appoint another qualified employee to the position, or reclassify the position, in which case it shall be re-posted.

E2.2 The effective date for new rates will be as follows:

- a) The day on which the incumbent starts the duties of the new position,
or,
- b) The day immediately following the first complete pay period after the notification if Efficiency Manitoba defers the transfer.

- E2.3 When the selection to an advertised vacant position is a promotion for the employee who is the successful applicant, and they have at least the minimum qualifications required for the new position, such employee shall not be paid less than the minimum rate established for the position.
- E2.3.1 One pay grade Promotion - If the minimum rate for an advertised vacant position is less than or equal to the rate the successful applicant was receiving prior to appointment to the advertised vacant position, the employee's rate shall be increased by 5%, provided that such increment does not establish a rate above the maximum for the position to which they were appointed.
- E2.3.2 Two or more pay grade Promotion - If the minimum rate for an advertised vacant position is less than or equal to the rate the successful applicant was receiving prior to appointment to the advertised vacant position, the employee's rate shall be increased by 5% at the time of promotion, provided that such increment does not establish a rate above the maximum for the position to which they were appointed. In addition, the successful applicant will receive an additional 5% increase for each pay grade moved beyond one, subject to satisfactory performance and provided that such increment(s) does not establish a rate in excess of the maximum for the position to which they were appointed. The additional promotional increase(s) will apply after 958 hours of service from the initial promotional increase and 1916 hours of service after that, as applicable. Subsequent adjustments will be in addition to any other salary progression the successful applicant may be eligible for.
- E2.4 Applicants who are not fully qualified and have been selected for a position shall, for a period of time, be paid at a rate not less than 10% below the minimum rate for the position, on the understanding that this rate of pay will be subject to review by Efficiency Manitoba at the end of each six months until the employee attains the minimum qualifications for the position at which time they will be paid at least the minimum rate of the classification providing they can satisfactorily perform the duties of the position. Normally, no employee shall be paid less than the minimum rate for the position for a period longer than one year.
- E2.4.1 Where an employee's present salary is equal to or above the minimum rate of pay for the higher classification:
- a) Employees will typically be transferred laterally and retain their current salary and review date.

- b) Efficiency Manitoba may grant a 5% promotional increase to recognize the additional duties and responsibilities performed if an employee can perform the majority of the duties and responsibilities of the higher classification. When considered qualified, employees will receive salary treatment consistent with that afforded employees qualified at the time of promotion. These additional increases shall not compound on promotional adjustments received since the time of promotion.

- E2.5 Efficiency Manitoba reserves the right to fill a vacant position by lateral appointment (without posting) on the understanding such appointments will only be made with the employee's approval and involve only employees having the same classification or salary range as the vacancy. The employee, upon transferring, will retain the present salary and review date. Efficiency Manitoba will notify the Union of the name of those employees appointed.
- E2.6 Although any employee may apply for an advertised vacant position, which would result in a lateral transfer, applicants will not necessarily be considered if they have been in the present position less than 12 months unless they have been transferred laterally to the current position at the request of Efficiency Manitoba.
- E2.7 Employees moving temporarily into a position maintain their current status. Employees moving permanently into a position assume the status of the new position.

Students

- E2.8 The parties agree that students who require no specific University or Community College academic discipline to perform the job duties will be classified as a student and paid at the CUPE student rate.
- E2.9 Students who require a specific University or Community College discipline to perform the job duties will be classified appropriately and paid in accordance with the Salary Schedule of the Collective Agreement (see Appendix "A")

Article 3 TEMPORARY APPOINTMENTS

- E3.1 Employees who, at Efficiency Manitoba's direction, temporarily assume the majority of the duties of a higher classified position, and who meet the minimum qualifications for the position, will receive salary treatment in accordance with Articles E2.3, E2.3.1, and E2.3.2.

- E3.2 Employees temporarily appointed to a higher classified position who do not meet the minimum qualifications for the position, and whose present salaries are below the minimum rate of pay for the position, will receive salary treatment in accordance with Articles E2.4 and E2.4.1.

Article 4 **INCREMENTS**

- E4.1 For the purpose of salary progression, all employees will be assigned an annual or semi-annual review date (as designated in Appendix "A"). The review date will be established upon hire as the first calendar day of the month and will be revised as outlined in E4.4. In addition, an employee's review date will be revised if they are at the maximum of their current pay grade and move into a position in a higher pay grade. The new review date would be established as the first calendar day of the month that they move into the higher pay grade position.
- E4.2 Each employee who is not at the maximum of their pay grade and who has shown proficiency during the period under review shall be eligible for a salary increase (hereinafter called an "increment") on their review date.
- E4.2.1 On their review date, employees will progress within their pay grade at 5% increments (except those classifications listed in Appendix "A" as Trainees and Students).
- E4.2.2 The period under review in the case of an employee receiving a semi-annual increment shall be the six months immediately prior to the employee's review date. The classifications eligible for six-month reviews are those referred to in Article E2.4 and those designated in Appendix "A."
- E4.2.3 The period under review in the case of an employee receiving an annual increment shall be the 12 months immediately prior to the review date.
- E4.2.4 Increments for hourly-paid employees will be based on regular hours worked subject to semi-annual (958 hours) or annual (1916 hours) reclassification limits.
- E4.3 Employees who have not demonstrated the required proficiency during the period under review shall be so warned at least four pay periods before the review date and shall not receive an increment unless, in the opinion of Efficiency Manitoba, there has been sufficient improvement since the said warning to warrant giving the increment and Efficiency Manitoba is entirely satisfied that such improvement is likely to continue.

- E4.3.1 If the increment is withheld, a further review will be made four pay periods after the regular review date. If an increment is still not warranted, Efficiency Manitoba may take appropriate corrective action.
- E4.4 Employees who are eligible to receive a semi-annual or annual increment shall have their review date adjusted as follows:
 - E4.4.1 In the case of a personal leave of absence without pay, the review date will be adjusted by the amount of time the personal leave exceeds 30 consecutive calendar days.
 - E4.4.2 In the case of Layoff, Workers Compensation Leave, Sick Leave, and Maternity Leave, an employee who has an annual review date will have their review date adjusted by the amount of time exceeding 90 consecutive calendar days.
- E4.5 If employees who are entitled to receive a semi-annual increment have been absent from work for a period in excess of two pay periods, such employees shall not be eligible for an increment until they have completed five months of service from their last review date.
- E4.6 If employees who are entitled to receive an annual increment have been absent from work for a period in excess of three pay periods, such employees shall not be eligible for an increment until they have completed 11 months of service from their last review date.
- E4.7 Absence for the purpose of Articles E4.5 and E4.6 above shall include all time off work with the single exception of the employee's regular annual vacation.
- E4.8 Increments within a salary range shall be effective from the commencement of the pay period in which the employee's review date falls.

Section F – Time Off

Article 1 ORGANIZATION HOLIDAYS

F1.1 For the purpose of this agreement, the following days shall be recognized as Organization Holidays.

| | |
|---|--|
| * New Year's Day (Jan 1 st) | National Day for Truth & Reconciliation (Sept 30 th) |
| * Louis Riel Day | * Thanksgiving Day |
| * Good Friday | + Remembrance Day (Nov 11 th) |
| * Victoria Day | # Christmas Eve (half day) (Dec 24 th) |
| * Canada Day (July 1 st) | * Christmas Day (Dec 25 th) |
| August Civic Holiday | Boxing Day (Dec 26 th) |
| * Labour Day | |

* Holidays for which an employee may be eligible to receive payment in accordance with the Employment Standards Act.

+ Remembrance Day is subject to the provisions of the Remembrance Day Act and will be observed on the day it occurs.

Christmas Eve holiday will be observed on the last working day prior to Christmas Day, commencing four hours after the employee's normal starting time for employees working 7.92 hours.

F1.1.1 In lieu of Easter Monday as an Organization Holiday, eligible employees will have one day (7.92 hours (pro-rated for part-time employees)) added to their vacation credits. The intent of this vacation day is to recognize diversity among Efficiency Manitoba employees and can be used to recognize a faith or culture-based purpose during the course of the fiscal year.

Any employee wishing to take Easter Monday as a vacation day will be guaranteed that day off.

F1.2 If an additional holiday is proclaimed for the general public by the Government of Manitoba or the Government of Canada, it shall be recognized as an Organization Holiday.

F1.3 When an Organization Holiday, except Remembrance Day, occurs on a Saturday or Sunday, the Organization Holiday shall be observed on a working day or working days designated by Efficiency Manitoba immediately prior to or following the weekend.

- F1.4 When an Organization Holiday coincides with a scheduled day of work for employees, such employees shall be granted leave of absence with pay in observance of Organization Holidays. To be eligible, employees must have received pay on their last scheduled working day prior to and their first scheduled working day following the Organization Holiday, unless on authorized leave of absence.
- F1.5 When an Organization Holiday coincides with an employee's normal day(s) off, i.e. part-time employees, and they are not required to work that day, they shall be granted a day's salary at basic rate in lieu of the holiday, except for:
- F1.5.1 Employees who work less than full-time hours and the holiday does not occur on what would have been a scheduled day of work, will receive holiday pay based on their total hours worked in the previous two pay periods prior to the holiday, divided by the number of working days available in the same period.
- In the case where an Organization Holiday falls within two pay periods of an employee's hire date, and the holiday does not occur on what would have been a scheduled day of work, such employees will receive holiday pay based on their total hours worked in the previous 28 calendar days prior to the holiday divided by the number of working days available.
- F1.5.2 When Remembrance Day occurs on a Saturday or Sunday, the following business day is a normal day of work. An employee, if eligible, shall have one day (7.92 hours) added to their vacation credits.
- F1.5.3 Employees required to work on Remembrance Day when it falls on a Saturday or Sunday will receive pay at 2x basic rate for all hours worked. In addition, they shall have one day (7.92 hours) added to their vacation credits.
- F1.5.3.1 Employees who work less than full time hours will receive holiday pay for Remembrance Day based on Article F1.5.1.
- F1.6 Employees who are terminated by Efficiency Manitoba, on lay off, or are on authorized leave of absence without pay of less than 30 calendar days, and who have worked 15 days in the 30 days immediately prior to an Organization Holiday referred to in Article F1.1 are eligible to receive pay in accordance with Article F1 in lieu of the holiday. Eligibility will not apply to employees who resign or voluntarily terminate their employment or who are on leave of absence without pay in excess of 30 calendar days with Efficiency Manitoba.

- F1.7 Employees required to work on an Organization Holiday will receive, in addition to basic salary (if eligible):
- a) pay at 2x their basic rate for all hours worked,
 - or
 - b) straight time pay, plus time off without loss of pay at a mutually agreed time equivalent to the hours worked on the Organization Holiday.

In either case, total compensation will not exceed 3x basic rate.

Article 2 **VACATIONS**

- F2.1 The vacation accrual and utilization year shall be from the beginning of the pay period, which includes April 1st of one year to the end of the last complete pay period in March of the following year.
- F2.2 Utilization of vacation will normally take place in the vacation year following that in which it was accrued.
- F2.3 An employee shall accumulate vacation credits on basic (straight time) hours paid while at work and/or on leave with pay in accordance with the following vacation accrual schedule:

VACATION ACCRUALS (in 24 pay periods)

| YEARS OF SERVICE | BENEFIT CREDIT DAYS | VACATION DAYS | VACATION HOURS | ACCCRUAL RATE PER HOUR |
|------------------|---------------------|---------------|----------------|------------------------|
| 0 - 2.999 | 5 | 10 | 118.80 | 0.0672 |
| 3 - 9.999 | 5 | 15 | 158.40 | 0.0896 |
| 10 - 19.999 | 5 | 20 | 198.00 | 0.1119 |
| 20 - 28.999 | 5 | 25 | 237.60 | 0.1343 |
| 29+ | 5 | 30 | 277.20 | 0.1567 |

Details on the allotment of Benefit Credits are provided in Appendix C.

- F2.4 Employees shall submit their preferred vacation dates to their responsible Leader for approval. Union seniority shall be recognized as a factor when vacation requests conflict, but senior employees shall not automatically receive preferred vacation periods.

- F2.5 Vacation shall not normally be accumulated from year to year; however, an employee may carry over up to 20 days of vacation. In such an event, employees must recognize that vacation scheduling including carryover balances will be subject to peak workload and peak vacation requirements.
- F2.6 Students will have their vacation accrual earnings paid out on each biweekly paycheck at the rate of 6.2% of regular earnings.
- F2.7 Employees have the option to cash out basic vacation credits up to an annual maximum of 79.2 hours.
- F 2.7 1 For vacation cash-out requests, payment will occur on the earliest possible payday following the request.
- a) The cash payment is based upon the employee's prevailing rate of pay.
- b) The cash payment will not be considered pensionable earnings.
- F2.8 Employees who are eligible for vacation at the time their employment with Efficiency Manitoba is terminated shall be given pay in lieu of vacation equivalent to their outstanding vacation credits to the date of termination.

Article 3 **SICK LEAVE**

- F3.1 Sick leave is provided for the sole purpose of insuring an employee of a continuing income during periods of bona fide sickness, which includes sickness for both physical and mental health reasons.
- F3.2 Sick leave credits shall be accumulated on basic hours paid when an employee is at work or on authorized leave with pay other than sick leave. Sick leave credits will not be accumulated when the employee is on leave without pay. An employee shall accumulate sick leave credits as follows:

SICK LEAVE ACCRUALS

(in 25 pay periods)

| PAY PERIODS OF SERVICE | SICK LEAVE CREDITS (DAYS) | SICK LEAVE CREDITS (HOURS) | ACCRUAL RATE PER HOUR |
|---------------------------|---------------------------|----------------------------|-----------------------|
| ≤ 64 | 18 | 142.56 | 0.0773 |
| > 64 | 26 | 205.92 | 0.1118 |
| Maximum allowable accrual | 246 | 1948.32 | |

- F3.3 Employees on authorized sick leave shall be paid at the employee's basic rate of pay during the time of sickness, for the maximum number of hours in the employees' regular workday had they not been absent on account of sickness.
- F3.4 Employees shall notify their responsible Leader or designate of their sickness or inability to perform regular duties as soon as practicable on the first day of absence or inability, indicating the reason for and the probable duration of such absence or inability.
- F3.5 If employees fail to notify Efficiency Manitoba of their absence due to sickness or inability to perform regular duties, they shall not receive payment for sick leave unless they can show to Efficiency Manitoba's satisfaction that they were unable to give notice, or that they made a bona fide but unsuccessful attempt to do so on the first day of absence and on successive days of absence.
- F3.6 Efficiency Manitoba may require employees who claim they have been absent because of sickness to furnish a certificate by a duly qualified medical practitioner certifying their inability to attend to regular duties.
- F3.7 If employees fail to furnish a medical certificate when requested, their absence from work may be considered as unauthorized and consequently without pay.
- F3.8 Efficiency Manitoba reserves the right to determine at any time, in consultation with a medical authority and the employee, the necessity for sick leave and the capability of an employee to return to work.
- F3.9 If an employee requires or desires medical attention, which is not of an emergency nature but is or may be necessary to safeguard future health, Efficiency Manitoba may grant a request for sick leave with pay provided that the request for such leave is made at least 24 hours in advance of the date on which leave is required. Employees will attempt to schedule non-emergency medical and dental appointments during their scheduled days off.
- F3.10 An extension of sick leave beyond the period of sick leave credits accumulated by an employee shall be at Efficiency Manitoba's discretion.
- F3.11 Employees shall have the right to return to the position held prior to going on sick leave or another comparable vacancy at any time up to the date on which their accumulated sick leave credits are exhausted, provided they are judged capable of resuming employment.
- F3.12 When employees return to work after being on sick leave, they shall resume sick leave credits accumulation at the same rate as such credits were being accumulated immediately prior to such sick leave.

- F3.13 When employees are transferred from a classification not covered by this agreement to a classification covered by this agreement, they shall retain whatever sick leave credits they may have accumulated to the date of transfer. If such sick leave was accumulated on an hourly basis, it shall be converted on the basis applicable prior to transfer. From the date of transfer, such employees shall accumulate further sick leave credits in the manner provided by this agreement.
- F3.14 Employees who have a work-related illness/injury that the Workers Compensation Board accepted but whose benefits were discontinued as per Section 39 of the Workers Compensation Act will not be entitled to use sick leave for that same illness/injury.
- F3.15 Sick leave credits shall automatically be forfeited when an employee loses status.
- F3.16 If an employee becomes ill or injured during a vacation and would have been unable to work for at least five calendar days, or if the employee is hospitalized during a vacation, the employee shall be allowed to utilize sick leave credits for the working days during which the employee would have been unable to work. The employee must provide Efficiency Manitoba with written documentation from a qualified medical practitioner, verifying they would have been unable to work during this time because of a bona fide medical condition.
- F3.17 If an employee is off work due to an injury sustained from a motor vehicle accident, they cannot claim sick leave credits and receive Income Replacement payments from Manitoba Public Insurance Corporation for the same period. The employee will continue to receive sick pay in return for a commitment to remit all MPI Income Replacement payments to Efficiency Manitoba.

Article 4 PERSONAL LEAVE OF ABSENCE

- F4.1 Efficiency Manitoba may grant reasonable leave of absence without pay to an employee for special reasons upon receipt of a written request submitted to the employee's responsible Leader.
- F4.2 An employee who is granted a leave of absence without pay for 30 calendar days or less shall return to the position held immediately prior to going on leave, except in the case where an employee requests Personal Leave for Family Responsibility reasons. In these cases, the maximum length of time the position will be held would be six months.
- F4.2.1 Personal Leave for Family Responsibility reasons will not be normally used to extend maternity, parental or adoptive leaves.

F4.3 An employee may be granted Personal Leave without pay for personal reasons for a maximum period of two years. Personal Leave exceeding 30 days must be recommended by a Manager for VP approval.

F4.3.1 An employee must have continuous service exceeding seven years duration to qualify for the maximum period.

An employee with less than seven years continuous service will have the period of leave without pay prorated on the following basis:

$$\frac{\text{years of continuous service}}{7 \text{ years}} \times 104 \text{ weeks} = \text{total weeks of leave}$$

Note: Round off to the nearest week.

F4.3.2 An employee will retain bidding rights on internal job postings for the length of approved Personal Leave on the provision that the employee must be available for work within a reasonable time frame.

F4.3.3 The number of Personal Leaves granted to an employee during the employee's career will be at the discretion of the Vice President Corporate Performance and Engagement.

F4.4 Corporate service, union seniority, and service-related benefits accrued by an employee up to the commencement of approved leave of absence without pay will normally be held in suspension, without any further accruals, until the period of leave of absence expires, except as provided for in Article F6.6, and F6.10.

F4.4.1 During periods of leave of absence other Maternity and Parental leave, an employee may, where practicable, make special arrangements to carry contributory benefits during the period of leave.

Article 5 **LEAVE FOR UNION BUSINESS**

F5.1 Requests by the Union that an employee is granted a leave of absence for the purpose of transacting Union business shall be given priority consideration. Where such leave is granted, it shall be without pay and for such a period of time as may, in the opinion of Efficiency Manitoba, be considered reasonable and permissible operationally.

F5.1.1 For the purpose of this article, Union business will include full or part-time work as a representative or officer of the Union or a labour

organization with which the Union is affiliated, including attendance at schools, conferences, and conventions.

- F5.2 Requests for leave of absence for periods of up to 30 calendar days for the purpose of transacting Union business shall be submitted with as much notice as possible on a form supplied by Efficiency Manitoba and will be subject to Executive approval. Minimum notice requirements will be as follows:
 - F5.2.1 Requests for leave for three days or less shall be submitted at least two working days in advance of the time leave is desired.
 - F5.2.2 Requests for leave for periods exceeding three days but not exceeding 30 calendar days shall be submitted at least two weeks in advance of the time leave is desired.
 - F5.2.3 On request by the Union, Efficiency Manitoba shall, during the period of leave of absence, continue to pay employees as if they had remained at work, but will bill the Union for all wage and benefit costs paid to or on behalf of employees on leave as well as any added cost of replacing employees during the period of leave of absence.
- F5.3 Requests for leave of absence for periods exceeding one month but not exceeding three years for the purpose of transacting Union business shall be submitted in writing to the Vice President of Corporate Performance and Engagement for approval at least two weeks in advance of the date leave is required.
 - F5.3.1 Retention of employee benefits, including union seniority, and the continuation of contributory benefits during the leave period will be as provided in Articles F4.4 and F4.4.1.
 - F5.3.2 During a period of leave, employees will remain eligible to apply for posted vacant positions understanding that they must be available when required by Efficiency Manitoba if selected.
- F5.4 An employee returning to work within six months will return to the position held immediately prior to going on leave. If the job no longer exists, they shall return to a comparable position with not less than the same wages and benefits.
- F5.5 In the event the leave extends beyond six months, an employee may return to the position held immediately prior to going on leave if that job is available; if not, they will be placed in an existing vacancy for which they are qualified.
 - F5.5.1 Employees who are not reinstated in their former position or in a comparable position on return from leave of absence will receive

preferential consideration for promotion, if qualified, to the first suitable and available vacancy at the level of their former position.

- F5.6 Employees must advise Efficiency Manitoba at least two weeks in advance of their intended return date.

Article 6 MATERNITY, PARENTAL, ADOPTIVE LEAVE

Eligibility:

- F6.1 Leave of absence without pay shall be granted to a pregnant employee providing that:
- a) the employee has completed the required probationary period with Efficiency Manitoba;
 - b) the request for leave is submitted in writing to the responsible Leader, four weeks prior to the intended leave of absence date; and
 - c) the employee provides a signed statement requesting maternity leave, including the expected delivery date.
- F6.1.1 An employee who does not submit a request for leave is nevertheless entitled to, and upon application to the responsible Leader, shall be granted, the leave to which they are entitled under Article F6.2, F6.3, and F6.4 or such portion thereof as has not yet expired at the time the application was made.

Duration:

- F6.2 Maternity leave shall consist of up to 17 weeks.
- F6.2.1 The maternity leave may be taken in a period to begin no earlier than 17 weeks prior to the anticipated delivery date and end no later than 17 weeks following the actual birth date. In the event the actual date of delivery occurs after the date specified on the medical certificate, the Maternity leave shall be extended by the period between the actual delivery date and the anticipated date of delivery.
- F6.3 If Efficiency Manitoba and the employee's doctor require an employee to begin maternity leave prior to or during the 17 weeks prior to the expected date of birth due to medical reasons, the employee may elect to utilize sick leave benefits up to the date of birth.

F6.3.1 An employee who is not on maternity leave and delivers a stillborn child or who miscarries shall have the following options:

- a) utilize sick leave credits, or
- b) be placed on maternity leave provided the employee qualifies for maternity leave employment insurance benefits. The employee will be required to work once they are able to, but no later than the termination of their maternity leave.

F6.4 Upon completion of maternity leave, the employee who wishes to resume their employment shall be reinstated by Efficiency Manitoba to the position occupied by them at the commencement of maternity leave or in a comparable position with not less than the same wages and benefits.

F6.4.1 The employee must advise Efficiency Manitoba at least four weeks in advance of their intended return date.

F6.4.2 Efficiency Manitoba is not required to reinstate an employee who remains absent from work for a period longer than specified in Articles F6.2.1 and F6.3, except as provided in Article F6.8.

Maternity Leave Plan:

F6.5 Employees who qualify for maternity leave may apply for such leave without pay in accordance with the Maternity Leave Plans included in Appendix B.

Benefits and Service:

F6.6 Employees who are on approved Maternity Leave shall have all benefits and service held in suspension during the period of approved leave. On return from leave, an employee will be credited with corporate service and union seniority for the full duration of the leave and up to a maximum of 17 weeks for the following specified service-related benefits:

- a) sick leave;
- b) basic vacation credits;

Parental or Adoptive Leave

Eligibility:

F6.7 An employee will be eligible for Parental or Adoptive leave provided that:

- a) the employee becomes the biological parent of a child or assumes actual care and custody of their newborn child; or for the adoptive parents, the employee adopts a child under the law of a Province. The employee may be required to furnish proof of adoption; and
- b) the employee has completed the required probationary period with Efficiency Manitoba; and
- c) the request for leave is submitted in writing to the responsible Leader, a minimum of four weeks prior to the intended leave of absence date.

Duration:

F6.8 Parental or Adoptive Leave shall consist of a period of up to 63 continuous weeks in accordance with the following:

- a) Parental leave must commence prior to the first-anniversary date of the child's birth or adoption or on the date in which the child comes into the employee's actual care and custody.
- b) A biological mother electing to take Parental Leave in addition to maternity leave as provided in Articles F6.2 and F6.3 will normally commence Parental Leave immediately on the expiry of maternity leave. With Efficiency Manitoba's approval, the parental leave may be taken at a future date but must commence prior to the child's first birthday.
- c) An employee who does not submit a request for leave in accordance with Article F6.7 is nevertheless entitled to, and upon application to the responsible Leader, shall be granted, the leave to which they are entitled under Article F6.8 or such portion thereof as has not yet expired at the time the application was made.

F6.9 Upon meeting the requirements and receiving the benefits provided in Article F6.8, the employee who wishes to resume employment following the leave of absence shall:

- a) Advise Efficiency Manitoba at least four weeks in advance of the intended return date.
- b) Be reinstated by Efficiency Manitoba in the employee's position prior to commencement of leave or in a comparable position with not less than the same wages and benefits.

- F6.9.1 Efficiency Manitoba is not required to reinstate an employee who remains absent from work for a period longer than specified in Article F6.8.
- F6.10 Employees who are on approved Parental or Adoptive Leave shall have all benefits and service held in suspension during the period of approved leave. On return from leave, an employee will be credited with corporate service and union seniority for the full duration of the leave, and up to a maximum of 12 weeks of basic vacation credits.

Benefits and Service - Other

- F6.11 Employees will accrue corporate service and specified service-related benefits based on their normal working hours. Their normal basic working hours are those in effect when the employee commences Maternity or Parental leave.
- F6.12 The accrual of corporate service and specified service-related benefits for part-time employees will be proportionate to basic hours paid during the 12 consecutive months immediately prior to the leave in comparison to normal basic working hours. Where an employee has more than seven but less than 12 consecutive months of service, accruals will be proportionate to basic hours paid compared to normal basic working hours for the period of the employee's actual service.
- F6.13 Where employees make arrangements to pay their portion of contributory premiums for Group Life Insurance, Efficiency Manitoba will continue contributing its portion to the plan.
- F6.14 An employee's union seniority date will not be adjusted for periods of approved Maternity, Parental or Adoptive Leave.
- F6.15 Employees and their eligible dependents will be covered by the dental services, extended health benefits, and prescription drug plans as provided in Article G2 for the duration of their approved Maternity, Parental, or Adoptive Leave.
- F6.16 Employees will be covered by Efficiency Manitoba's Long-Term Disability income plan if they become disabled during their approved Maternity or Parental leave. The plan will apply at the time the employee would otherwise have returned to work from the leave.

Adoptive Leave

- F6.17 In order to be eligible for the adoptive benefit, employees (excluding students) must have:
- a) Passed their probationary period; and

- b) Formally and legally adopted an eligible child, defined to be an adoption using the formal process through which a child becomes a permanent part of a new family under The Adoption Act and The Child and Family Services Act in Manitoba.

If eligible, employees shall be entitled to receive an adoptive benefit in the form of a \$10,000 taxable payment.

F6.18 The following provisions will apply to the administration of the adoptive benefit:

F6.18.1 To receive the adoptive benefit, employees must provide satisfactory evidence of their formal and legal adoption of an eligible child within 30 days of the adoption being finalized.

F6.18.2 For the purposes of assessing eligibility for the adoptive benefit, eligible children are defined as those that are under the legal age of majority (18) that are formally and legally adopted into an employee's family. The adoptive benefit is not intended to apply in situations where an employee chooses to adopt a child that made up part of their family unit prior to the adoption, special circumstances will be considered.

F6.18.3 Eligibility for the adoptive benefit does not require an employee to take parental leave under Section F, Article 6 – Maternity, Parental, Adoptive Leave.

F6.18.4 Only one taxable payment is applicable per adoptive circumstance.

- i. Situations involving two employees adopting a child together will be considered a single adoptive circumstance. In such a case, only one adoptive benefit (\$10,000) will apply between the employees.
- ii. Situations involving the adoption of multiple children at the same time will be considered a single adoptive circumstance. Only one adoptive benefit (\$10,000) will be made in such a case.

F6.18.5 Full-time employees in receipt of the adoptive benefit must remain in the employ of Efficiency Manitoba for at least six months (958 hours for part-time employees) from the date they received payment or the date they return from parental leave (if applicable).

- Should an employee fail to remain employed within the six month period after receiving the adoptive benefit or from the date they return from parental leave after receiving the adoptive benefit,

they shall reimburse Efficiency Manitoba for the full value of the benefit received.

- Employees must sign an Adoption Benefit Agreement authorizing Efficiency Manitoba to deduct any amounts owing from the employee's final pay/payouts.

Article 7 POLITICAL LEAVE

F7.1 Political Leave is considered to be a leave of absence without pay and will be granted to employees who are seeking election to public office or who are elected to public office, subject to the following provisions:

F7.2 Employees who are seeking election to public office:

- a) will give, where practicable, a minimum of four weeks notice prior to the commencement of the Political Leave;
- b) will be allowed a maximum period of leave starting from the date the writ is issued for Provincial or Federal elections or from the official nomination deadline for Civic elections to a date no later than 90 days following the release of official results;
- c) will have their position or job held for the duration of the leave;
- d) will retain bidding rights on internal job postings for the length of the leave on the provision that the employee must be available for work when required by Efficiency Manitoba;
- e) will not accrue corporate service nor service-related benefits for the duration of the leave;
- f) may make arrangements to continue coverage under the Group Life Insurance Plan by maintaining 100% of premium contributions;
- g) will not be eligible for the Long-Term Disability plan for the duration of the Political Leave;
- h) will be eligible for coverage under the Benefit Plans as outlined in Article G2.

F7.3 Employees who are elected to public office:

- a) within 90 days of the release of official election results, must notify Efficiency Manitoba of their intention to continue on Political Leave;
- b) will be allowed leave, the length of which would be equivalent to their term(s) in elected office;
- c) will not have their position or job held;
- d) will retain bidding rights on internal job postings for the length of the leave(s) on the provision that the employee must be available for work when required by Efficiency Manitoba;
- e) will not accrue corporate service nor service-related benefits for the duration of the leaves;
- f) will not be eligible to participate in the Group Life Insurance Plan;
- g) will not be eligible for the Benefit and Long-Term Disability Plans.

F7.4 Employees, elected to public office, who request to return to work at the end of their Political Leave:

- a) must provide Efficiency Manitoba with written notice of their intentions within 90 days from the day on which the official election results are released or from the day on which the employee resigns from public office;
- b) will be placed in a position comparable to the one held prior to taking Political Leave, subject to the above notice provision and subject to availability.

Article 8 BEREAVEMENT LEAVE

Leave will be granted as follows:

- F8.1 In the event of the death of a spouse, child, mother, father, mother-in-law, or father-in-law, an employee shall be granted up to five days leave with pay.
- F8.2 In the event of the death of a brother, sister, son-in-law, daughter-in-law, brother-in-law, sister-in-law, grandparent, grandparent-in-law or grandchild, an employee shall be granted up to three days leave with pay.
- F8.3 Designated family member shall be defined as all family members identified in F8.1 and F8.2.

- F8.4 An employee may be granted up to 3 days leave with pay in the event of the death of a relative, other than a designated family member, who has been permanently residing with the employee, or with whom the employee has been permanently residing, for the previous 12 months. There will be no doubling up of bereavement leave under multiple articles.
- F8.5 Under special circumstances, Efficiency Manitoba may approve additional leave with pay.
- F8.6 In the event that circumstances occur as outlined in Article F8.1, F8.2, or F8.4 during an employee's vacation period, the employee shall be eligible to have their time off charged to bereavement leave rather than vacation credits. The amount of leave allowed would be equivalent to the number of days that would have been granted had the employee been at work, provided the responsible Leader receives suitable notification of these circumstances.
- F8.7 In the event of a death involving someone other than a designated family member (for example, an extended family member, co-worker or close friend), requests for paid leave to attend the funeral will not be unreasonably denied.
- F8.8 An employee may be granted up to a maximum of one day leave with pay for attending a funeral as a pallbearer or other funeral official.

Article 9 FAMILY RESPONSIBILITY LEAVE

- F9.1 Efficiency Manitoba acknowledges the need for employees to balance both their work and family responsibilities and will recognize such when granting time off work for family responsibility reasons. Such leave will not be unreasonably denied. The Union acknowledges that employees should make every reasonable effort to have alternate arrangements to take care of family responsibilities.

Emergency Family Responsibility Leave

- F9.2 Up to a maximum of two days leave with pay (per incident) may be granted to allow the employee to make arrangements to take care of the situation in the event of a sudden, serious or incapacitating illness or injury requiring immediate hospitalization and/or medical treatment involving a parent, spouse, or child of the employee, or in the case of unexpected notice from a day care facility or school that a child is ill and must be picked up. Where additional leave is required, vacation, banked overtime credits, or the days as provided in Article F9.3 may be used.

- F9.2.1 Under special circumstances, Efficiency Manitoba may approve leave as outlined in Article F9.2, in the case of mother-in-law, father-in-law, brother or sister.

Non-Emergency Family Responsibility Leave

- F9.3 During each fiscal year, an employee may take up to six days family responsibility leave with pay to cover:

- a) a day or part of the day, per incident, for the illness or medical/dental appointments of a parent, spouse or child (other than described in Article F9.2).
- b) a day or part of the day, to attend to the following scheduled and/or planned matters: legal proceedings or appointment with a lawyer; counseling or intervention with/relating to a parent, spouse, or child; assist an aging parent with relocation; or to fulfill a religious or cultural obligation.
- c) a day for the birth of their child.

- F9.3.1 Family responsibility leave will normally be charged to sick leave credits.

- F9.3.2 An employee may, with the approval of their responsible Leader, work the time back instead of charging it to sick leave credits. This exchange will be on a time-for-time basis, and will normally be worked back within 30 calendar days.

- F9.3.3 If an employee is not able to work the time back within the time frame specified in F9.3.2 or terminates employment, or goes on personal leave of absence during the vacation year, the time will be deducted from the employee's outstanding or accrued vacation credits or banked overtime credits.

Article 10 LEAVE FOR JURY DUTY

- F10.1 In the event employees are summoned to serve as jurors, they will immediately notify their responsible Leader, who may apply to the proper authority for exemption if operating conditions at the time so require.

- F10.1.1 If not exempted, employees called for jury duty or subpoenaed to act as witnesses shall continue to receive basic salary for the period they are absent from work for such purpose minus the amount paid to employees by the courts to act in such capacity.

F10.2 Employees impanelled for jury duty while on vacation will be allowed to charge the time served on jury duty to regular duties. The vacation will be rescheduled at a time to be arranged between the employee and their responsible Leader.

Article 11 DOMESTIC VIOLENCE

F11.1 A victim of domestic violence, as outlined in The Domestic Violence and Stalking Act, is entitled to either or both the following domestic violence leaves:

- a) Paid leave up to five days (drawn from sick leave credits) plus unpaid leave up to five days (for a total of 10 days), which the employee may choose to take intermittently or continuously;
- b) Unpaid Leave up to 17 weeks to be taken in one continuous period.

Section G – Health & Safety

ARTICLE 1 **HEALTH AND SAFETY**

- G1.1 Efficiency Manitoba shall make every reasonable provision for employees' safety and health during the hours of their employment.
- G1.2 The Union shall promote in every way possible the realization by employees of their individual responsibility to prevent accidents to themselves and fellow employees during hours of work.
- G1.3 Employees shall observe and be bound by such rules and regulations relating to safe work performance as may be published by Efficiency Manitoba from time to time.
- G1.4 Employees shall conduct themselves in the performance of their duties and in handling Efficiency Manitoba's equipment to minimize the possibility of injury to the public at large.
- G1.5 In the interests of employees' safety and welfare, Efficiency Manitoba may require employees to submit to a complete medical examination at reasonable intervals at Efficiency Manitoba's expense. Employees shall receive a copy of the medical report on request. If the report adversely affects or may adversely affect their employment, they may, at their own expense, within 15 working days, have a competent physician of their own selection conduct an independent examination, and a copy of the physician's report shall be furnished to Efficiency Manitoba.
- G1.6 If, as a result of a medical examination, Efficiency Manitoba deems it advisable and in the interests of an employee and the welfare of others, to transfer such employee to other duties, the employee may be so transferred, and thereafter shall be reclassified according to the new responsibilities to be performed and shall be paid in accordance with the new classification.
- G1.7 When an employee is injured during regular working hours and is required to seek medical attention, they are to do so without delay. Should the time necessary to seek appropriate emergency health care extend beyond regular working hours, they will be provided with equivalent time off on a mutually agreed date.
- G1.8 Employees who require safety footwear to safely perform duties associated with their position are eligible for a safety footwear subsidy of 100% of the purchase price, up to a maximum of \$300 every two years. The subsidy is provided to purchase CSA approved footwear for use on the job. Frequency of

work-related use and last reimbursement date will be assessed as part of the responsible Leaders' approval process.

Purchases will be eligible for reimbursement as outlined above, as of the date of hire.

Article 2 BENEFIT PLANS

- G2.1 All employees who have completed their probationary period, except for full-time students, will be enrolled in the Extended Health Benefits, Prescription Drug, Travel Coverage, Health Spending Account, and Dental Plans (refer to Appendix C). Efficiency Manitoba pays 100% of these Plans' costs (subject to cost-sharing of specific services).
- G2.1.1 Employees and their eligible dependents will not be eligible for reimbursement of expenses that are recoverable from any other source, such as Pharmacare.
- G2.1.2 Extended Health Benefits, Prescription Drug, Travel Coverage, Health Spending Account, and Dental Plans coverage for various leaves of absence will be outlined (refer to Appendix D).
- G2.1.3 Once per year, the Union will be provided with statistical and financial information on the Plans' performance.
- G2.1.4 No changes to the benefits provided under the Plans will be implemented without the Union's concurrence.

Article 3 WORKERS' COMPENSATION

- G3.1 When employees are unable to work due to an injury received in the performance of their duties with Efficiency Manitoba and are in receipt of a worker's compensation allowance, Efficiency Manitoba shall pay to such employees an amount which, when combined with the compensation allowance, will ensure the maintenance of their regular wages at the time of injury less an amount equal to their normal income tax deduction. Such payments will be escalated based on the appropriate indexing formula in the Workers Compensation Act and shall be made without loss of employees' sick leave credits and shall cease once a Worker's Compensation disability settlement is awarded.
- G3.1.1 Payments as set out in Article G3.1 will cease once a Workers Compensation disability settlement is awarded. Employees will have

their income established in accordance with the provisions of Efficiency Manitoba's Long-Term Disability Plan.

- G3.2 When an employee suffers an injury that necessitates job retraining, and/or job placement, Efficiency Manitoba shall undertake to retrain the employee provided:
- a) the degree of retraining shall be governed by the capability of the employee being retrained, and
 - b) the employee is willing to accept a suitable alternative position, and
 - c) such a position is available within Efficiency Manitoba.
- G3.3 Employees being retrained due to having suffered an injury shall have their income established in accordance with the provision of the Efficiency Manitoba Long-Term Disability Plan.
- G3.4 Employees who refuse to retrain will be placed into any vacant position in which they are able to meet the requirements, and their salary will be established in accordance with the rate for that position.

Article 4 LONG TERM DISABILITY INCOME PLAN

- G4.1 Efficiency Manitoba will provide a Long-Term Disability Income Plan for all eligible employees who have completed their probationary period and subsequently become disabled or injured and are unable to continue working (as defined in the plan text). The Plan will be administered and funded by Efficiency Manitoba. The details of the Plan will be provided to the Union.
- G4.2 Upon return to work following a Long-Term Disability absence, an employee will be credited with Corporate service and union seniority equivalent to the duration of the Long-Term Disability absence.

Article 5 REASONABLE ACCOMMODATION / RETURN TO WORK

- G5.1 Efficiency Manitoba and the Union are committed to reasonable accommodation in a manner that respects the employee's dignity and privacy. Reasonable accommodation is the shared responsibility of employees, Efficiency Manitoba, and the Union.

- G5.2 Where a need has been identified, the parties will meet to investigate and determine the feasibility of reasonable accommodation to the point of undue hardship.
- G5.2.1 Where necessary, the Collective Agreement's relevant provisions may be waived by mutual agreement between the Union and Efficiency Manitoba.
- G5.2.2 When an accommodation is being implemented, Efficiency Manitoba and the Union agree that an orientation will be provided to employees concerning the principles of reasonable accommodation and the nature of the accommodation being implemented.

Return to Work

- G5.3 Efficiency Manitoba, the Union, and employees share a mutual concern for facilitating the return to work by employees who are ill, injured, or disabled. The Union shall be notified of any return-to-work initiatives with respect to any employee in the bargaining unit.
- G5.4 Efficiency Manitoba maintains the right to request additional medical information to support return to work or accommodation requirements which may include an independent medical examination. Where such medical information is required, Efficiency Manitoba will support the employee by reimbursing reasonable out of pocket expenses to obtain the information necessary to facilitate return to work.

Section H - Travel

ARTICLE 1 **TRAVELLING ALLOWANCES**

H1.1 Employees are responsible for travel from their home or approved virtual work location to the Efficiency Manitoba downtown office location and return without reimbursement. The purpose of travel allowances is to provide employees with reimbursement for reasonable out of pocket expenses incurred when temporarily assigned or required to report to a location other than that required to travel to and from the Efficiency Manitoba downtown office location. Allowances are not intended to supplement an employee's income.

Employees required to travel to a location other than the Efficiency Manitoba downtown office location will be eligible for reimbursement of reasonable out of pocket travel expenses in accordance with Efficiency Manitoba's Expenses While on Business policy.

Reimbursement of reasonable out of pocket expenses may include mileage (for use of an employee's personal vehicle), meals, parking, transportation (other than mileage) and, if required, overnight accommodation dependent on the distance travelled. Reimbursement will be based on the lesser of the distance from Efficiency Manitoba's downtown office location or the employee's approved primary virtual work location (if applicable).

H1.1.1 If an employee chooses to commute on a multi-day basis to a temporary work location rather than stay in provided accommodation, the maximum daily km paid for by Efficiency Manitoba shall be a total of 250 km.

H1.1.2 If an employee elects to travel greater than 250 km daily, such travel will be outside the regular hours of work period and travel time will not apply.

H1.2 An employee, with prior approval and provision of a receipt as available, may use public transportation, taxi, or rideshare services within the City of Winnipeg, instead of their personal vehicle, and shall be reimbursed.

Accommodations

H1.3 When accommodations are provided by Efficiency Manitoba for business purposes, reimbursement for travel between the provided accommodations and temporary work location will be compensated. Employees are expected to book accommodations within a reasonable distance of the temporary work location.

H1.4 Self-Supplied Accommodations

Where an employee can demonstrate a cost savings to Efficiency Manitoba by providing their own accommodations and when they otherwise would qualify provision of accommodations by Efficiency Manitoba, employees may claim a taxable benefit of up to \$50 daily.

Article 2 **TRAVELLING TIME**

H2.1 All travelling time outside of regular working hours, when directed, shall be paid at overtime rates, except as provided in Articles H 1.1.2, H 2.1.1, H 2.2, H 2.3, H 2.4, and Articles C 4.1, C 4.2.

H2.1.1 When Efficiency Manitoba business requirements necessitate travel beyond that necessary to travel to Efficiency Manitoba's downtown office location, and outside of the employee's normal working hours, flexible hours are permitted to incorporate that travel inside of daily/bi-weekly hours of work.

H2.2 Public transportation schedules requiring travelling time outside of regular working hours shall be paid at 1½ times the employee's basic rate of pay, or the employee may be granted equivalent time off. It will be the employee's responsibility to confirm the departure schedule prior to leaving for the departure terminal.

H2.2.1 Travel time within Canada will include a maximum of 90 minutes prior to the departure time, including time spent in the departure terminal and a maximum of 30 minutes on arrival at the destination, including time spent in the airport.

H2.3 When public transportation is available during regular working hours and/or during the regular work week, employees will not normally be required to travel on their day(s) of rest. If employees are directed to travel on their day(s) of rest, travel time will be at 1½ times their basic rate of pay.

H2.4 If an employee is directed to travel by public transportation and elect to use their own vehicle, travel time shall not exceed the applicable travelling time for public transportation.

Section I – Termination, Resignation, Layoff, Workforce Adjustment, etc.

Article 1 **WORKFORCE ADJUSTMENT**

At its sole discretion

- I1.1 Efficiency Manitoba continuously adjusts its workforce in response to the changing business environment and changing customer expectations as it decides optimum core business functions, how work can best be accomplished, and necessary resourcing requirements. When an adjustment to the workforce is required, Efficiency Manitoba has the responsibility to manage the layoff, placement, displacement, bumping, and recall process.

For the purposes of this article, the following definitions will apply:

Placement: Placed into a temporary or permanent vacancy

Displacement: The removal of an employee from their position through workforce adjustment under this article

Bumping: Placed into a job occupied by an employee who is junior in service in a lateral or lower classification

Recall: Called back to work from layoff

Employee Displacement or Reductions

- I1.2 When employee displacement or reductions are deemed necessary by Efficiency Manitoba as a result of business changes including, but not limited to, organizational, technological, and employee rationalization, Efficiency Manitoba will notify the Union as soon as is reasonably practicable, or upon request, will meet to provide further information about the changes and Efficiency Manitoba's plans in the future.
- I1.3 When determining how to handle each employee displacement or reduction, Efficiency Manitoba shall be guided by the following principles:
- a) Treat employees with dignity and respect;
 - b) Minimize the disruption and impact to all employees and Efficiency Manitoba;

- c) Prior to the effective date of any declared redundancy under Article I1.5, consider re-training and/or alternate employment within Efficiency Manitoba where feasible;
- d) Take into account the following factors:
 - i) The employee's current position and job status;
 - ii) The employee's length of service with Efficiency Manitoba, skills, knowledge, abilities and qualifications, and career path;
 - iii) The employee's personal circumstances and wishes; and
 - iv) The availability of suitable alternative employment within Efficiency Manitoba.

I1.4 Efficiency Manitoba cannot guarantee the continuation of a specific position or job.

Declaring Redundancies

I1.5 When Efficiency Manitoba has determined that there will be employee displacement or reductions, Efficiency Manitoba will determine which positions it considers redundant. Upon declaring a position redundant, the employee holding the position will be notified in writing not less than 60 calendar days prior to the date upon which the redundancy will take effect.

Re-training or Placement

I1.6 Efficiency Manitoba shall thereafter, as soon as is reasonably practicable but not less than 30 calendar days prior to the redundancy taking effect, meet individually with the affected employees whose positions are declared redundant, together with the Union, to discuss the factors outlined in Article I1.3 d) above. Efficiency Manitoba shall subsequently advise the employee in writing, copied to the Union, whether Efficiency Manitoba considers re-training or placement feasible. The employee shall then have 15 calendar days to accept or reject the offer of re-training or placement, subject to Articles I1.6.2 and I1.6.3.

I1.6.1 Re-training offered to an employee could include on-the-job training, academic requirements, or another training of generally less than one year's duration. It is intended to enable an employee to qualify, and be placed, in a known or anticipated vacancy.

I1.6.2 When offering an employee placement in a different position, Efficiency Manitoba will make reasonable efforts to provide a position in an equivalent pay grade. However, it is understood that employees

may have to consider other available employment opportunities in the Union's jurisdiction, including those in a lower pay grade, to secure ongoing employment. Bargaining unit concurrence will be required to waive the posting of vacant full-time permanent positions.

- 11.6.2.1 An employee who accepts placement in a lower pay grade will be eligible for salary progression and general wage increases based on the former pay grade so long as the employee remains in the pay grade placed into.
- 11.6.3 Where an employee considers an offer of re-training and or placement to be unreasonable, Efficiency Manitoba will meet with the Union to explore options including a separation package in accordance with Article 11.7, displacement/bumping in accordance with Article 11.8, or layoff in accordance with Article 11.8.4. Should the Union and employee disagree with the outcome, a grievance relating to the reasonableness of Efficiency Manitoba's decision may be initiated under Section A, Article 7.

Separation Package

- 11.7 If Efficiency Manitoba has determined that re-training or placement is not reasonable or feasible, the employee shall be offered a separation package, in an amount equal to three weeks of pay for each full year of Corporate Service up to a maximum of 52 weeks, and shall have 15 calendar days to accept or reject it.
 - 11.7.1 Employees who have been offered a separation package, and have accepted, must work until the date that the redundancy takes effect unless otherwise agreed to by Efficiency Manitoba.
 - 11.7.2 Employees accepting the separation package must sign a General Release in favour of both Efficiency Manitoba and its officers, directors, and employees before releasing any payment.
 - 11.7.3 Upon request, Efficiency Manitoba will make outplacement counselling services available to employees who are offered and accept a separation package. Efficiency Manitoba shall bear the cost of outplacement counselling.
 - 11.7.4 With Efficiency Manitoba approval, employees may be eligible to use their paid time off credits as leave with pay beyond their redundancy date.

Displacement and Bumping

- 11.8 Should an employee choose not to accept the separation package offered to them under Section I, Article 1.7, the following displacement/bumping options will apply:
- 11.8.1 Employees may request to initiate the bumping procedure into a lateral or lower classification, provided that their qualifications and ability to perform the available work allow it. In consultation with the Union, Efficiency Manitoba will examine and may initiate the displacement of employees who are the most junior in service in an equivalent or lower pay grade having regard to the employees' seniority, skills, knowledge, abilities, and qualifications.
 - 11.8.2 Employees who are displaced will be afforded the same treatment that applies to employees whose positions have been declared redundant.
 - 11.8.3 Should bumping not occur as set out in Article 11.8.1, the employee shall have 15 calendar days from the date they were informed that bumping would not happen to:
 - a) accept the separation package previously offered and declined.
 - or
 - b) request a leave of absence without pay for up to one year with the right to bid on all internal opportunities, in which case the employee's accumulated paid time off credits will be paid out.
 - 11.8.4 If the employee does not choose either option, they shall be laid off, subject to the right of recall for one year. Efficiency Manitoba shall give at least two weeks' written notice to any employee to be laid off.
 - 11.8.4.1 Upon request, Efficiency Manitoba will make outplacement counselling services available to laid-off employees. Efficiency Manitoba shall bear the cost of outplacement counselling.

Recall from Layoff

- 11.9 The recall of employees shall be based on union seniority and not their status, to the extent that qualifications and ability to perform the available work allow.
- a) An employee shall be given at least seven calendar days' notice of recall.
 - b) Posting employment opportunities will not be required when the employee can be recalled into a vacant position.

- 11.9.1 Upon recall, employees who refuse work in a lower classification shall retain recall and seniority rights in their primary classification for the remainder of the one-year period.
- a) Employees who refuse recall to a lower classification are expected to confirm their intent within three calendar days of the recall notice; otherwise, they will be considered to have accepted the assignment.
- 11.9.2 Employees who cannot report for work due to extenuating circumstances after having accepted a work assignment, must advise Efficiency Manitoba prior to the date of recall.
- 11.9.3 In the event of an emergency, Efficiency Manitoba shall not be restricted in how employees are recalled to work, provided such employment is only for a period of emergency.
- 11.9.4 An employee who alleges a violation relating to their right of recall shall lodge a grievance at Step II of the Grievance Procedure within ten working days from the action's date giving rise to the grievance.

Right to Grieve

- 11.10 An employee whose position has been declared redundant shall not have the right to grieve their position being declared redundant.

The Union will reserve the right to grieve any alleged violations of the workforce adjustment process, except for Efficiency Manitoba's decision to declare a position redundant. Grievances under Section I shall commence at Step II and shall be chaired by a Vice President or their designate.

Resignation

- 12.1 An employee who desires to resign shall give written notice thereof to Efficiency Manitoba at least four weeks in advance of the date of termination, except for a probationary employee who shall provide as much notice as practicable, but not less than five working days.

Appendices and Letters of Understanding

Appendix A **CLASSIFICATION AND GRADE TABLE**

| CLASSIFICATION | PAY GRADE |
|--------------------------------------|----------------------|
| Administrative Representative II | 13 |
| Administrative Representative III | 14 |
| Administrative Representative IV | 21 |
| Commerce Trainee – Energy Efficiency | See Trainee Schedule |
| Analyst I | 21 |
| Analyst II | 23 |
| Analyst III | 24 |
| Student | See Student Schedule |

**CUPE 998
PAY GRADE SCHEDULE**

Effective 2021 01 01 to 2021 12 31

| PAY GRADE | | MINIMUM | MAXIMUM |
|--------------|----------|-----------|-----------|
| 24 | Hourly | 32.79 | 45.37 |
| | Biweekly | 2,416.56 | 3,343.78 |
| | Annually | 62,830.63 | 86,938.17 |
| 23 | Hourly | 30.09 | 41.62 |
| | Biweekly | 2,217.71 | 3,067.41 |
| | Annually | 57,660.55 | 79,752.68 |
| 21 | Hourly | 25.30 | 33.74 |
| | Biweekly | 1,864.51 | 2,486.30 |
| | Annually | 48,477.16 | 64,643.79 |
| 14 | Hourly | 23.22 | 30.40 |
| | Biweekly | 1,711.15 | 2,240.76 |
| | Annually | 44,489.98 | 58,259.71 |
| 13 | Hourly | 19.63 | 27.39 |
| | Biweekly | 1,446.76 | 2,018.41 |
| | Annually | 37,615.70 | 52,478.71 |

**CUPE 998
TRAINEE PROGRESSION SCHEDULE**

**COMMERCE TRAINEES
Effective 2021 01 01 to 2021 12 31**

| PERIOD OF EMPLOYMENT | | RATE | |
|----------------------|----------|-----------|----------|
| Start | Hourly | 27.58 | |
| | Biweekly | 2,032.66 | |
| | Yearly | 52,849.16 | |
| 6 Months | Hourly | 28.96 | 5% incr. |
| | Biweekly | 2,134.30 | |
| | Yearly | 55,491.69 | |
| 12 Months | Hourly | 30.41 | 5% incr. |
| | Biweekly | 2,241.01 | |
| | Yearly | 58,266.28 | |
| 24 Months | Hourly | 31.93 | 5% incr. |
| | Biweekly | 2,353.06 | |
| | Yearly | 61,179.59 | |
| 36 Months | Hourly | 33.52 | 5% incr. |
| | Biweekly | 2,470.71 | |
| | Yearly | 64,238.57 | |

Salary progression will be on an annual basis after 12 months.

**CUPE 998
STUDENT PROGRESSION SCHEDULE**

**STUDENTS
Effective 2021 01 01 to 2021 12 31**

| SALARY STEP | POSITION | RATE |
|-------------|----------|------|
|-------------|----------|------|

| ACCOUNTING/MARKETING (Commerce or Business Administration Students) | | |
|--|----------------|-------|
| 1st Rate | Admin. Student | 17.77 |
| 2nd Rate | Admin. Student | 18.65 |
| 3rd Rate | Admin. Student | 19.73 |

| ENGINEERING SUPPORT (Engineering or Technology Students) | | |
|---|---------------------------|-------|
| 1st Rate | Technical Support Student | 18.65 |
| 2nd Rate | Technical Support Student | 19.73 |
| 3rd Rate | Technical Support Student | 21.75 |

| CUPE STUDENT RATE | | |
|--------------------------|---------------------------|-------|
| 1st Rate | General Student | 14.58 |
| 2nd Rate | Returning General Student | 15.60 |
| 3rd Rate | Returning General Student | 16.69 |

Employees who qualify for maternity leave under the provisions of Article F6.1 may apply for such leave without pay in accordance with Plan A or Plan B but not both.

Employees will be eligible for specified service-related benefits and Corporate Service in accordance with Article F6.6.

MATERNITY LEAVE - PLAN A

1. An employee shall be permitted to apply up to a maximum of five days of their accumulated sick leave to cover the Employment Insurance (E.I.) waiting period. The employee must notify Efficiency Manitoba in advance of their intention to apply sick leave for this purpose.
2. Should the employee not return to work following their maternity leave for a sufficient period of employment to accumulate the number of sick leave days granted, the employee shall reimburse Efficiency Manitoba for the outstanding sick leave.

MATERNITY LEAVE – PLAN B

1. Employees will receive the following allowances (see item 2 below relative to part-time employees):
 - a) 98.8% of employee's basic earnings for the first week, followed by;
 - b) payments equivalent to the difference between 98.8% of their total basic earnings and Service Canada benefits for a maximum of 15 additional weeks.
2. Part-time employees will be entitled to the payments as provided above, proportionate to basic hours paid during the 12 consecutive months immediately preceding the maternity leave in comparison to the normal annual basic working hours. Where an employee has more than seven but less than 12 consecutive months of service, payments will be proportionate to basic hours paid, compared to normal basic working hours for the period of the employee's actual service.
3. An employee must provide Efficiency Manitoba with proof that they have applied for E.I. benefits and is receiving such benefits or is serving the 1-week E.I. waiting period.
4. An employee must sign an agreement with Efficiency Manitoba providing that:
 - a) they will return to the same work schedule worked prior to the commencement of Maternity Leave and will remain in the employ of Efficiency Manitoba for at least six months following their return to work except as follows:

- i) when a full-time employee returns to work on a scheduled part-time arrangement, they will be required to work the equivalent of six months of service (958 hours) within 15 months (scheduled part-time arrangement is defined as working two or more full-time days per week).
- b) they will return to work on the date of the expiry of their maternity leave unless this date is modified and agreed to by both parties, and
- c) should the employee fail to return to work as provided under (a) and (b) above, the employee shall reimburse Efficiency Manitoba for the maternity allowance received from Efficiency Manitoba.

Appendix C **HEALTH PLANS**

To be reviewed in accordance with LOU – 2021/01

Health Plans - General

1. This appendix is a summary of the principle features of the Health, Dental, and Drug Plans for eligible employees. The policies between the insurers and Efficiency Manitoba will prevail.

2. Eligibility:

Employees who have successfully completed their probationary period (students excluded), as well as their eligible dependants.

Eligible dependent defined as follows:

- a spouse, or
- an unmarried child under age 22 who is not employed full-time and is dependent on you, fully or in part, for regular ongoing support, or
- an unmarried child who has a disability which prevents the child from being self-supporting and is not eligible for comparable benefits from any other source, or
- an unmarried child under age 25 who is registered as a full-time student at a school, university, college or similar institution

Child includes, in addition to natural children:

- legally adopted children
- spouse's children
- children for whom you are the legal guardian

Spouse is a person:

- to whom you are married, or
- who you represent as your spouse and with whom you have cohabited for at least the immediately preceding 12 months.

Exceptions:

- under the Dental Plan, orthodontic payments stop when your child turns 19 years of age.

Extended Health Benefits Plan

1. Ambulance Benefits

a) Coverage for emergency and non-emergency ambulance services in Manitoba.

Emergency ambulance service charges are covered from the place where accident or sickness occurs to the nearest hospital where appropriate treatment can be provided.

Non-emergency ambulance service charges shall be considered as an eligible expense, provided that the patient has been transported by an ambulance to the nearest hospital where appropriate treatment can be provided, from hospital to hospital, or from hospital to home, and that such transportation was on the prior recommendation of a physician. This benefit includes transportation by a medical transfer service operator who has entered into an agreement with ClaimSecure, subject to the amount payable for such service being limited to a \$250 lifetime maximum.

For both emergency and non-emergency ambulance use, services rendered by a participating ambulance operator will be paid in full by ClaimSecure and charges by a non-participating operator will be settled on the basis of the charges that would have been assessed by a participating ambulance operator, but not exceeding the actual amount charged for the service.

If an air ambulance is used in non-emergency situations, payment will be made up to the amount equivalent to what ground ambulance service cost would have been.

- b) In the case of emergency ambulance outside Manitoba, the Travel Health Plan will provide first coverage. The Extended Health Ambulance Benefits would provide secondary coverage up to \$250.00 for each eligible trip, if required.

2. Hospital Benefits

Coverage is provided for the hospital's additional charge for a semi-private room in any Manitoba hospital (the Government plan covers standard ward charges) and payment for additional semi-private charges by hospitals outside Manitoba at the rate in effect at that time in the Province of Manitoba.

If a subscriber requires diagnostic testing or treatment, on the recommendation of a medical practitioner, at a Manitoba hospital located more than 60 kilometres from the subscriber's home, and if the subscriber is placed in a recognized medical hostel associated with the hospital, ClaimSecure will pay the reasonable and customary per diem charge for such hostel accommodation.

In addition, the Extended Health Benefits Plan shall pay for 80% of eligible health care services listed below subject to the terms and conditions of the contract.

Note: Annual maximums are effective for each calendar year.

| Eligible Health Care Service | Description of Coverage | Max per person per year (unless noted otherwise) |
|--|---|--|
| Accidental Dental Treatment | Required as a result of accidental injury where natural teeth have been damaged or broken or a dislocated jaw requires setting. Treatment must start within 90 days of the accident. | |
| Athletic Therapy | Services rendered by a Certified Athletic Therapist. | \$100 |
| Breast Prosthesis and Surgical Bras | Upon the written prescription of a physician. | \$350 |
| Cardiac Rehabilitation | For cardiac patients when prescribed by the attending physician after myocardial infarction, coronary bypass surgery, or valve replacement or for the management of angina pectoris or other diagnosed cardiac disease. | \$350 |
| Chiropractic | Services rendered by a Chiropractor. | \$500* |
| Clinical Psychology | Charges of a registered Clinical Psychologist. | \$350 |
| Hearing Aids | Purchase or repair when prescribed by an Otologist or Audiologist. <i>(charges for regular maintenance, batteries or recharging devices are not eligible)</i> | \$1,000 during any 5 consecutive year period |
| Massage Therapy | Services rendered by a licensed Massage Therapist. | \$500* |
| Nutrition Counseling | Services provided by a registered dietician when you are referred by a physician. | \$350 |
| Orthotics | When prescribed by a physician, physiotherapist, or podiatrist. | \$350 |
| Physiotherapy | Diagnosis and treatment by licensed Physiotherapist. <i>(excludes diagnostic x-rays and examinations)</i> | \$350 |
| Podiatry | Diagnosis and treatment by licensed Podiatrist. <i>(excludes diagnostic x-rays and examinations)</i> | \$350 |
| Private Duty Nursing | Services provided in a hospital by a professional nurse (not an employee of the hospital) when recommended by a physician. Charges for nursing visits in the home of the subscriber by a professional nurse (not a relative) during the 12 months following discharge from the hospital for services consistent with in-patient treatment. | \$3,000 |
| Prosthetic Appliances and Remedial Equipment | When, as a result of illness or accidental injury, and when prescribed by a physician, occupational therapist, physiotherapist, or Athletic Therapist, charges are incurred for: - artificial limbs and eyes, splints, trusses, braces, lumbar-sacro supports, corsets, traction equipment, knee braces, cervical collars, surgical elastic stockings, crutches*, casts*, canes* (*do not require prescription from physician.) | No limit |
| Orthopedic Shoes & Modifications to Orthopedic Shoes | Orthopedic shoes custom made from a mould, orthopedic shoe modifications or stock shoes which are modified to accommodate, relieve, or remedy a mechanical foot defect or abnormality (excludes orthotics or insoles, removable or permanently-affixed). | \$300 |
| Rental or Purchase of Equipment | For rental or purchase costs of an iron lung, wheelchair, hospital-type bed or respirator, when prescribed by a physician. Rental or purchase of other prescribed medical equipment. | Lifetime max \$1,000/item Lifetime max \$250/person |
| Travel Protection <i>(separate from Travel Health Insurance)</i> | Medical, surgical, and hospital service charges resulting from an emergency illness or injury when you are travelling outside Manitoba. Claims are paid in Canadian dollars at the exchange rate in effect when the claim was incurred. | \$2,500 |

| | | |
|--------------------|--|--------------------------------|
| Wigs or Hairpieces | When necessitated by illness or accidental injury, and upon the written prescription of a physician. | Lifetime max \$1,000/person |
|--------------------|--|--------------------------------|

**\$500 effective January 1, 2022, \$350 prior to this date*

Vision Care Benefit

The Vision Care benefit to employees and each eligible dependent shall be to a maximum of \$400.00 once every 24 consecutive month period for each family member. The plan includes:

- eyeglasses (frames and/or lenses including contact lenses) which are prescribed as a result of an eye examination by a licensed medical doctor, ophthalmologist or optometrist, and which are purchased while coverage is in force;
- repairs to existing glasses (frames and/or lenses);
- charges for fitting of safety glasses;
- the cost of eye examinations (one exam every 24 consecutive months);
- laser eye surgery.

The vision care benefit does not cover the following:

- charges for fitting of eyeglasses (other than safety glasses);
- non-prescription safety glasses;
- charges for expenses covered in whole or in part by the Workers Compensation Board, or any other agency or department of any federal, provincial, or municipal government, or any third party.

Prescription Drug Plan

The Prescription Drug Plan provides coverage for 80% of annual (April 1 to March 31) prescription drug expenses (listed (formulary) and de-listed (non-formulary) drugs, serums, injectables and insulin) up to the maximum of each employee's Manitoba Pharmacare Annual Deductible amount.

A ClaimSecure pay-direct prescription drug plan card is provided.

Effective April 1, 2021, the dispensing fee cap increased to \$10.80. The dispensing fee cap will be increased every two years from that date to reflect the average increase (if any) to dispensing fees charged in Manitoba, based on actual claims experience of Efficiency Manitoba employees. This cap does not apply to "compound prescriptions".

The plan does not cover vitamins and vitamin preparations (unless injected), patent or proprietary drugs and "over the counter" drugs, fertility drugs and anabolic steroids. The plan covers smoking cessation products to a maximum of \$350 per contract.

The parties will review the impact of a change in the amount of the deductible in provincial Pharmacare design if the change results in an increased cost to the Organization for prescription drugs of 5% or more. The purpose of this review is to mitigate the impact of the Pharmacare change on the Organization. If a mutually agreeable resolution is not reached within 45 days of the change, the issue will be referred to an independent third party for resolution.

Dental Plan

Coverage is as follows – subject to plan restrictions:

Basic: 90% reimbursement of costs
Major: 75% reimbursement of costs
Orthodontics: 50% reimbursement of costs to a lifetime maximum of \$2,000/dependent child up to the age of 19.

- The maximum coverage for all dental claims in a calendar year is \$1750/person (including orthodontics).
- When both spouses are employed by Efficiency Manitoba, or if an employee and the employee's spouse are provided with similar dental benefits under any other dental plan, payment of benefits shall be coordinated and/or reduced to the extent that total benefits payable do not exceed 100% of the actual incurred expenses.
- Pre-treatment authorization is required if treatment will cost more than \$500 and in all cases of orthodontic services.
- Termination or suspension of coverage:
 - as outlined in Appendix D, or
 - in the case of orthodontic coverage, when a dependent child attains 19 years of age.

Except, where an impression for a denture has been taken before the termination or suspension of coverage date and the denture is installed after the termination or suspension of coverage date, dental services in connection with this procedure and incurred within 30 calendar days after the termination or suspension of coverage date, are eligible for coverage.

Coverage is reinstated upon return from leave, if previously eligible as outlined in Appendix D.

- The fee guide is the Manitoba Dental Association Fee Schedule in effect at the time services are rendered.

- The plan year consists of 12 consecutive months commencing January 1st. Payment for coverage will be based on the year that services are rendered.

1. Basic Dental Benefits (90% reimbursable up to a maximum limit)

- Oral examinations, cleaning of teeth, fluoride treatments and bite-wing x-rays: twice in any calendar year, but not more than once in any 5 month period.
- Full-mouth series of x-rays: once every 24 months.
- Extractions and alveolectomy (bone work) at time of tooth extraction.
- Dental surgery.
- General anesthesia and diagnostic x-ray and laboratory procedures required for dental surgery.
- Amalgam, silicate, acrylic and composite fillings.
- Necessary treatment for relief of dental pain.
- Cost of medication and injections given in the dentist's office.
- Space maintainers for missing primary teeth and habit-breaking appliances.
- Consultations required by the attending dentist.
- Surgical removal of tumors, cysts, neoplasms.
- Incision and drainage of abscess.
- Endodontics (root canal therapy).
- Periodontal treatment (gum and tissue treatment).
- Relines, rebases and repairs to existing dentures.

2. Major Dental Benefits (75% reimbursable up to maximum limit)

- Provision of crowns and inlays (once per tooth every 5 calendar years).
- Provision of an initial prosthodontic appliance (e.g. fixed bridge restoration, removable partial or complete dentures).

- Replacement of an existing prosthodontic appliance if:
 - it is over 5 years old and cannot be repaired; or
 - it is a temporary one installed after the employee first became covered by the plan (in this instance the replacement is considered a permanent one); or
 - it is required due to the installation of an initial opposing denture after the date the employee became covered by the plan; or
 - it is required as the result of accidental injury after the employee became covered by the plan; or
 - the extraction of additional teeth, after coverage has begun, requires a new appliance. If the existing appliance can be made serviceable, only the expense for the portion required to replace the teeth extracted is covered.
 - Procedures involving the use of gold, only if such treatment could not have been carried out with the use of a reasonable substitute consistent with generally-accepted dental practice. Where the use of gold is optional, the covered expense will be that of the customary substitute.
- 3. Orthodontic Dental Benefits** (For dependent children up the age of 19) 50% reimbursable up to maximum lifetime limit.
- Orthodontic treatment including braces and corrective devices.
 - Treatment plans for orthodontic services normally specify an initial fee, and monthly or quarterly fees for ongoing treatment. The plan will provide reimbursement towards the initial fee and ongoing services, as they are received. The plan will not pay in advance for orthodontic services not yet received. Braces must be in place prior to the dependent's 18th birthday.
- 4. Dental Expenses Not Covered by Plan** (*not an exhaustive list*)
- Cosmetic treatment, experimental treatment, dietary planning, instruction in plaque control, oral hygiene instructions, congenital or developmental malformation.
 - Expense of dentures which have been lost, mislaid or stolen.
 - Charges made by a dentist for broken appointments or for completion of claim forms.
 - Treatment furnished without charge, or paid for directly or indirectly by any government agency or for which government legislation prohibits payment of benefits.
 - Dental treatment as required as a result of any self-inflicted injury, war or engaging in a riot or insurrection.
 - Injury sustained by employees while working for pay or profit other than with Efficiency Manitoba.
 - Any portion of dental expense covered under Workers Compensation or some similar program.

- Services to which the patient is entitled without charge, or for which there would be no charge if there were no coverage.
- Services or portions thereof provided under government sponsored programs.

Travel Health Insurance Coverage

Travel health care coverage for emergency medical, surgical, and hospital services and related expenses incurred outside your province of residence as a result of an unexpected accident or illness. Eligible charges are those in excess of the amount payable by your provincial health plan. Coverage is 24 hours per day, year-round, and worldwide.

To be eligible, employee must be registered with and entitled to benefits from Manitoba Health.

Benefits are applicable to **emergency** treatment only and are payable with no overall maximum, although some specific treatments/services may have associated maximums as outlined in Organization Policy.

Plan exclusions and limitations are outlined in Organization Policy; of note, however, the plan does not provide coverage when travelling outside Manitoba for:

- medical treatment, or
- educational purposes

Coverage is limited to 90 days when travelling outside of Canada on:

- a paid or unpaid leave of absence,
- an employee exchange,
- any other similar absence.

A student is not covered when attending a learning institution full-time outside of Canada.

Health Spending Account

1. Health Spending Account

Established for all status employees, with the exception of full-time students. Employees will be able to apply for reimbursement of eligible health care and dental expenses for themselves and their dependents.

- Effective January 1, 2022, the Health Spending Account will be credited with \$750 per calendar year.
- Eligible expenses include professional medical services, dental services, prescription drugs, eye glasses, etc., that are allowable under the Income Tax Act but are not covered by any other plan.

- Employees and their dependents will not be eligible for reimbursement if expenses are recoverable from another source (e.g. Extended Health Care plan, Dental plan, Pharmacare, provincial health insurance plan, or any other medical plan). The dollars in the Health Spending Account must be used in the calendar year in which they are allocated. There will be no carryover of the account balance into the next calendar year.
- Upon submission of a claim, employees will be reimbursed for expenses incurred in the calendar year. If the Health Spending Account balance for the current calendar year has been used up, and an employee has outstanding eligible expenses, these expenses may be carried forward to the next calendar year for reimbursement.

2. Retiree Health Spending Account (RHSA) will be credited as follows:

- The Retiree health Spending Account (RHSA) will be credited with \$823.42 per year for CUPE Local 998 members who retire on or after January 1, 2022. The RHSA will be indexed by 2.5% on January 1 of each year.

Benefit Credit Purchase

- a) All employees (except term employees) working at least 50% of full time hours are eligible to participate in the Benefit Credits Program.
- b) Employees will receive 5 days of benefit credits which may then be allocated to the employee's Health Spending Account or to vacation credits, or a combination of the two.

Employees who elect to allocate all benefit credits to vacation will accrue vacation based on F2.3 of the collective agreement. This vacation must be used as specified in f) below.

Employees who allocate some or all benefit credits to supplement their Health Spending Account will accrue vacation based on the table below. Accrual rates will be adjusted on the first pay period of the fiscal year following enrolment (i.e., the pay period which includes April 1). The lower accrual rate will be reflected in the employee's vacation entitlement the following fiscal year. Vacation must be used as specified in f) below.

- c) Employees must enrol during a time period (enrolment window) specified and announced on an annual basis.
- d) Employees may allocate benefit credits in increments of value equal to vacation days (full days only) to supplement their Health Spending Account balance. Employees may elect to allocate a maximum of 5 full days worth of additional

credits. Credits equivalent to the dollar value of a vacation day will be calculated based on the employee's hourly rate on the date the enrolment window closes, multiplied by 7.92 hours.

- e) Benefit credits will be allocated to the employee's Health Spending Account by April 1st following enrolment. Once credits are allocated to the Health Spending Account, the normal rules for HSA use apply (credits do not carry forward into the next calendar year, although expenses may be carried forward one calendar year).
- f) Employees will be required to use 5 days vacation per fiscal year (if not allocating any credits to Health Spending Account), or the number of days not allocated to Health Spending Account (see table below). If employees do not take the mandatory minimum amount of vacation, they will lose the unused portion at the end of the fiscal year.

The mandatory minimum vacation usage will be effective in the vacation year in which the vacation entitlement is affected (for example, if enrolment period is in February 2022, the additional credits are received in April 2022. Vacation accruals are adjusted at the beginning of the 2022/23 fiscal year, and vacation entitlement is adjusted in April 2023. In this example, the employee must use the specified minimum amount of vacation in fiscal year 2023/24).

- g) If an employee terminates employment (including retirement) after receiving additional Health Spending Account credits in lieu of accrued vacation, the employee's accrued and/or banked vacation balances will be adjusted accordingly at time of separation.

VACATION ACCRUALS
(in 24 pay periods)

| # DAYS WORTH OF CREDITS ALLOCATED TO HSA | YEARS OF SERVICE | VACATION DAYS | VACATION HOURS | ACCRUAL RATE/HR* | MANDATORY VACATION USAGE (IN DAYS) |
|---|---------------------|------------------|-------------------|---------------------|---|
| 1 | 0-2.999 | 14 | 110.88 | 0.0627 | 4 |
| 1 | 3 - 9.999 | 19 | 150.48 | 0.0851 | 4 |
| 1 | 10 - 19.999 | 24 | 190.08 | 0.1075 | 4 |
| 1 | 20 - 28.999 | 29 | 229.68 | 0.1299 | 4 |
| 1 | 29+ | 34 | 269.28 | 0.1522 | 4 |
| 2 | 0 - 2.999 | 13 | 102.96 | 0.0582 | 3 |
| 2 | 3 - 9.999 | 18 | 142.56 | 0.0806 | 3 |
| 2 | 10 - 19.999 | 23 | 182.16 | 0.1030 | 3 |
| 2 | 20 - 28.999 | 28 | 221.76 | 0.1254 | 3 |
| 2 | 29+ | 33 | 261.36 | 0.1478 | 3 |
| 3 | 0 - 2.999 | 12 | 95.04 | 0.0537 | 2 |
| 3 | 3 - 9.999 | 17 | 134.64 | 0.0761 | 2 |
| 3 | 10 - 19.999 | 22 | 174.24 | 0.0985 | 2 |
| 3 | 20 - 28.999 | 27 | 213.84 | 0.1209 | 2 |
| 3 | 29+ | 32 | 253.44 | 0.1433 | 2 |
| 4 | 0 - 2.999 | 11 | 87.12 | 0.0493 | 1 |
| 4 | 3 - 9.999 | 16 | 126.72 | 0.0716 | 1 |
| 4 | 10 - 19.999 | 21 | 166.32 | 0.0940 | 1 |
| 4 | 20 - 28.999 | 26 | 205.92 | 0.1164 | 1 |
| 4 | 29+ | 31 | 245.52 | 0.1388 | 1 |
| 5 | 0 - 2.999 | 10 | 79.20 | 0.0448 | 0 |
| 5 | 3 - 9.999 | 15 | 118.80 | 0.0672 | 0 |
| 5 | 10 - 19.999 | 20 | 158.40 | 0.0896 | 0 |
| 5 | 20 - 28.999 | 25 | 198.00 | 0.1119 | 0 |
| 5 | 29+ | 30 | 237.6 | 0.1343 | 0 |

Appendix D **BENEFITS ON LEAVE**

Health Plans: Dental, Extended Health Benefits, Claim Secure Prescription Drug Plans and the Health Spending Account

Eligibility: Employees eligible for benefits and their eligible dependants.

| LEAVES | HEALTH POLICIES |
|--|--|
| Maternity, Parental and Adoptive Leave | Coverage continues as usual. |
| Compassionate Leave | Coverage continues as usual. |
| Jury or Court Witness Duty | Coverage continues as usual. |
| Lay-off | Coverage continues for first 45 days then eligibility for the benefit is suspended until the employee returns to work. |
| Long Term Disability (LTD) - Total or Partial Benefit | Coverage continues as usual. |
| Military Training - 10 Days | Coverage continues as usual. |
| Military Training - Operational Mission | Coverage continues for the first 30 days then eligibility for the benefit is suspended until the employee returns to work. |
| Overtime – Banked or Used | Coverage continues as usual. |
| Personal Leave (without pay) | Coverage continues for the first 30 days then eligibility for the benefit is suspended until the employee returns to work. |
| Political Leave - Campaign | Coverage continues as usual. |
| Political Leave - Elected | Coverage is suspended until the employee returns to work. |
| Pre-Retirement | Coverage continues as usual. |
| Professional Development | Coverage continues as usual. |
| Religious Holiday | Coverage continues as usual. |
| Sick Leave | Coverage continues as usual. |
| Suspension (without pay) | Coverage continues for first 30 days then eligibility for the benefit is suspended until the employee returns to work. |
| Vacation | Coverage continues as usual. |
| Workers Compensation | Coverage continues as usual. |

Job sharing is defined as two employees sharing the duties and responsibilities of one full time position.

General

1. Job sharing arrangements will require joint Efficiency Manitoba and Union approval prior to initial implementation and any subsequent replacement of one or both job sharing partners.
2. Job sharing will not be permitted or allowed to continue unless and until satisfactory arrangements are made to staff the balance of the position. An employee in a job-sharing arrangement will be required to fill the position, at Efficiency Manitoba's discretion, on a full-time basis until a suitable job-sharing partner is secured.
3. An employee who accepts a job-sharing arrangement will not retain any rights to any previous positions held. Similarly, the incumbent who shares that position will relinquish any further claim to the shared position.
4. A full-time position may be withdrawn from job sharing by Efficiency Manitoba when one of the persons sharing the position vacates the position, or, if in the opinion of Efficiency Manitoba, the job sharing arrangement is not adequately meeting the needs of Efficiency Manitoba, and a full-time incumbent is required.
5. An employee in a job-sharing arrangement will be paid on an hourly basis and accumulate service based on basic hours paid. Other conditions that apply are set out below with reference to specific Collective Agreement Articles.
6. Positions that become vacant due to a discontinued job-sharing arrangement will be posted in accordance with the job posting provisions of the Collective Agreement.
7. An employee who is displaced due to a discontinued job sharing arrangement will be placed in accordance with Article I1 provisions set out below.
8. Terms and conditions of the Collective Agreement will apply to job sharing arrangements with the following exceptions:

Article C1 – Employee Status

1. An employee in a job-sharing arrangement will be paid on an hourly basis; and recognized as a job share employee in accordance with Article C1.

Article C2 – Hours of Work

1. The work schedule for a job-sharing arrangement is subject to appropriate Efficiency Manitoba approval.
2. The hours of work will be in accordance with Article C2.1 and may be any combination of daily or weekly hours or days of work as required to meet the full-time requirements of the position.

Article D1 – Overtime

1. Time worked beyond an employee's scheduled share of the position will be paid at overtime rates in accordance with Article D1 of the Collective Agreement except when additional time worked is at the employee's request in accordance with Article C2.11, or when one partner vacates their share of the position and the remaining partner fills the position on a full-time basis as provided in Item #2 of Article E1 in this Appendix.

Article E1 – Job Postings

1. Vacant positions that are approved for job sharing will be advertised internally according to Article E1 of the Collective Agreement based on a planned job-sharing arrangement.
2. When one of the incumbents vacates a job-sharing position, Efficiency Manitoba may require the remaining incumbent to fill the job on a full-time basis for an interim period pending the outcome of Efficiency Manitoba's decision to:
 - a) give the remaining incumbent the option of assuming the position on a full-time basis; or
 - b) with Union approval, continue a job-sharing arrangement for the position in which case it would be advertised in accordance with Article E1 of the collective agreement, on a job sharing basis; or
 - c) advertise the position on a full-time basis in accordance with Article E1 of the Collective Agreement.
3. Positions that are being job shared and are vacated by both incumbents will, if jointly approved, be advertised as a job-sharing arrangement. If the posting fails to attract suitable applicants, the position will be re-advertised on a full-time basis.

Article E2 – Appointments and Promotions

1. Article E2 of the Collective Agreement will apply to selections to advertised job-sharing positions subject to the successful applicant(s) and Efficiency Manitoba mutually agreeing to the work schedule.

Article E4 – Increments

1. An employee in a job shared position who is on semi-annual reviews will be eligible for an increment when they have worked the basic hours (958 hours) equivalent to six months.
2. An employee in a job shared position on annual reviews will be eligible for a increment when they have worked the basic hours (1916 hours) equivalent to 12 months.

Article F1 – Organization Holidays

1. Employees in a job share position will receive Organization Holiday pay prorated proportionately to the average basic hours each employee is paid in accordance with F1.5.1.

Article F6 – Maternity, Parental and Adoptive Leave

1. An employee will be eligible for maternity leave in accordance with Article F6 and Appendix "B" (Maternity Leave) provisions of the Collective Agreement. An employee choosing Plan B provisions will receive a prorated benefit in accordance with Plan B, Item (4).

Article F8 – Bereavement Leave

1. An employee will be eligible for compassionate leave for the days or hours they would normally be scheduled to work under the job sharing arrangement.

Article I1 – Workforce Adjustment

1. An employee in a job shared position which is being deleted or in a position which is being removed from job sharing, will be eligible to be placed according to the provisions of Article I1 of the Collective Agreement.
2. A laid-off employee will be subject to recall in accordance with Article I1 in a full time or job-sharing capacity.

LETTERS OF UNDERSTANDING

Letter of Understanding 2021-2025/01

Between

Efficiency Manitoba Inc.

and


the Canadian Union of Public Employees (CUPE), Local 998

**RE: Appendix C – Health Plans – Agreement to conduct a detailed review during
the term of the Collective Agreement**

This letter will set forth the understanding reached between the Canadian Union of Public Employees (CUPE), Local 998 and Efficiency Manitoba with respect to committing to reviewing Appendix C – Health Plans during the term of the collective agreement with an interest in streamlining available information on health benefits for employees.

The parties will commit to reviewing Appendix C relative to the detailed ClaimSecure health benefits booklet which Efficiency Manitoba has available for employees. The intent is to harmonize and create one source document as a reference point for employee understanding on what benefits are available to them. The ClaimSecure booklet reflects plan design parameters and will always reflect the most up-to-date information.

Agreed this 30th day of January, 2023.



Dori Chudobiak
Vice-President,
Corporate Performance & Engagement



Michelle Bergen
President - CUPE Local 998