

Collective Agreement

between

Manitoba Public Insurance
(hereinafter called the “Corporation”)

and

Manitoba Government and General Employees’ Union
(hereinafter called the “Union”)
Locals 62, 63, 64, 65, 66, 67 and 68

September 27, 2020 to September 26, 2022

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*All changes appear in **bold**.

Introduction

This contract constitutes the entire agreement between the parties and supersedes and replaces all previous Agreements.

Article 1 Interpretation

1:01 In this Agreement, unless the context otherwise requires, the expression:

- (a) “Accrued Service” shall be calculated based on an employee’s hours paid (excluding overtime), except as modified in this Agreement.
- (b) “Casual Employee” means an employee who is employed for irregular or regular hours on the basis of work being made available as a result of the temporary absence of an incumbent of a position or as a result of an irregular or intermittent work need of the Corporation.
- (c) “**Classification**” means a group of positions which are sufficiently similar in duties, responsibilities, skill and knowledge required to have the same education and experience requirements and to receive the same rate of pay.
- (d) “Corporate Service” shall be the period of time an employee has been continuously employed with the corporation, based on the hire/rehire date. This has previously been referred to as continuous service or continuous employment.
- (e) “Demotion” means the involuntary or voluntary movement of an employee from one (1) **classification** to another having a lower maximum salary.
- (f) “Employee” means a person employed by the Corporation and who is not excluded as provided in Article 2.
- (g) “Full-Time Employee” means an employee employed in a position that requires full-time **bi-weekly hours** of work on a continuous year round basis.
- (h) “Increment” means an increase in the rate of pay for an employee of one (1) step in the pay grade for the position of the employee concerned.

- (i) “Increment Date” shall be the first working day of the month following initial employment and may be modified by the provisions of this Agreement.
- (j) “Job Share Employee” means a permanent full-time employee who voluntarily agrees to an alternate work arrangement whereby the duties and responsibilities of a full-time position are restructured to accommodate two (2) or more employees on a work-time sharing basis. Job Share employees will be required to sign a Job Sharing Agreement letter as per Memorandum of Agreement #1.
- (k) “Northern Service” shall be the period of time an employee has been continuously employed in Thompson, or The Pas.
- (l) “Part-Time Employee” means an employee employed in a position that requires less than full-time biweekly hours of work.
- (m) “Permanent Employee” means an employee employed in a position and who has successfully completed the probationary period as specified in Article 14. A permanent employee may be either full-time, part-time or job share.
- (n) “Position” means a job within the staff establishment of the Corporation.
- (o) “Promotion” means a change of employment with the Corporation from one (1) **classification** to another having a higher maximum salary.
- (p) “Seniority” shall be the length of corporate service in the employ of the Corporation, calculated from the first day of employment, except as modified in this Agreement, provided the employee is eligible for membership in the Union.
- (q) “Student” means a full-time student of a high school, college or university who is employed on a full-time or part-time basis between school terms or employed during the school term on a casual basis. The individual must be currently attending school, in their graduating year or be returning to school after the period or employment.

- (r) “Term Employee” is defined as an external person who is hired to work full or part-time hours for a specific time period, or a specific job, or until the assignment is completed. Terms and conditions are found in Article 49.
- (s) “Transfer” means a voluntary or involuntary change in employment within the same classification or from one (1) position to another position where both positions have the same maximum salary. The Corporation agrees that it shall not transfer an employee for disciplinary reasons without the consent of the employee and the Union.
- (t) Wherever the singular or masculine are used in this Agreement, the same shall be considered the plural or feminine gender where the context so admits or requires.
- (u) “Year” for the purpose of vacation, sick leave and family leave shall be from the beginning of the pay period which includes April 1 of one (1) year to the end of the last completed pay period in March of the following year, except as modified in this Agreement.

Article 2 Scope

- 2:01** This Agreement shall apply to all employees of the Corporation except casual employees. Furthermore, the Corporation recognizes the Union as the sole and exclusive bargaining agent for all employees of the Corporation covered by the Manitoba Labour Board Certificate No. MLB 5757 and such further and other class or classes of employees as may be agreed upon by the parties during the currency of this Agreement or any extension thereof.
- 2:02** A listing of out-of-scope classifications will be maintained on the Intranet.

Article 3 Management Rights

- 3:01** The Union recognizes the responsibility of employees to perform their respective duties for the Corporation and to carry out their individual responsibilities according to the regulations, methods and procedures established by Management. The Union also recognizes that the Management of the Corporation and the direction of the working force, including the right to hire, assign duties, suspend, promote, demote for unsatisfactory performance, discharge or otherwise discipline an employee for just cause, to assign to jobs, to transfer employees within the same classification, or from one (1) position to another position where both positions have the same maximum salary, to increase and decrease the working force, to make and alter rules and regulations to be observed by the employees, is vested in the Management of the Corporation, subject to the provisions of this Agreement.
- 3:02** In exercising its management rights and in the administration of this Agreement, the Corporation shall act reasonably, fairly, in good faith and in a manner consistent with the Agreement as a whole.

Article 4 Union Security

- 4:01** All employees who come under the scope of this Agreement, whether or not they are members of the Union shall have an amount equal to the current Union dues deducted by the Corporation from each bi-weekly pay. Such dues shall be forwarded to the Union every four (4) weeks, together with a list of names of employees from whom deductions have been made, including their position and work location.
- 4:02** The Union will be notified of the names, positions of and work locations of all new employees. The parties hereto agree that the Corporation will provide all new employees, including terms, with an Application for Membership on the first day of employment. Upon the signing of the Application for Membership as provided, the Corporation shall mail the application to the Union's Central Office (601 - 275 Broadway, Winnipeg, Manitoba R3C 4M6).

- 4:03** The Union shall notify the Corporation in writing of any changes in the amount of dues at least four (4) weeks prior to the end of the pay period in which the deductions are to be made.
- 4:04** For new employees, the payment of dues shall become effective on the first day of their employment.
- 4:05** Notwithstanding any other provision in this Agreement, the Corporation shall, not later than ninety (90) days preceding the expiry date of this Agreement, furnish in written form to the Union the following:
- (a) The name of each employee in the bargaining unit;
 - (b) The classification of each employee within the bargaining unit;
 - (c) The current bi-weekly rate of each employee within the bargaining unit.
- 4:06** No employee shall be required or permitted to make any written or verbal agreement with the Corporation or its representatives which may conflict with the terms of this Agreement.

Article 5 Duration of Agreement

- 5:01** This Agreement shall become effective from and including **September 27, 2020** and shall continue in effect up to and including **September 26, 2022** and shall remain in full force and effect from year to year thereafter unless written notice of request to negotiate a revision is given under Article 5:03 and 6:01. During the period required to negotiate a renewal and/or revision of this Agreement, the provisions of the Agreement shall remain in full force and effect.
- 5:02** Any other Agreement, Letter of Understanding or Memorandum of Agreement which is not renewed or sustained by the terms of this Agreement shall terminate effective the date of signing of this Agreement.
- 5:03** All additions, deletions, amendments and/or revisions from the previous Agreement to this Agreement shall be effective from the first day of the bi-weekly pay period following the date of ratification unless otherwise specified.

Article 6 Notice for Collective Bargaining

- 6:01** Not more than one hundred eighty (180) calendar days and not less than ninety (90) calendar days preceding the expiry date of this Agreement either party to this Agreement may, by written notice, inform the other party of its intention to enter into collective bargaining for a renewal or a revision and renewal of the Collective Agreement.
- 6:02** When a party to this Agreement has given notice under Article 6:01 above, to the other party of this Agreement, the parties shall, within fifteen (15) calendar days commencing from and including the first day after the day upon receipt of the notice, meet to exchange proposals and commence to bargain collectively, and make every reasonable effort to conclude a renewal or a revision and renewal of the Collective Agreement, or a new Collective Agreement.

Article 7 Union Business

- 7:01** The Corporation recognizes the Union's right to select stewards to represent their membership within the Corporation. The Union agrees to provide the Corporation with the names of these stewards and the work area represented within fourteen (14) days of their appointments.
- 7:02** The duties and responsibilities of shop stewards shall include the following activities:
- (a) Investigation of complaints, grievances and/or disputes including the making of presentations to the Corporation as required;
 - (b) The transmission of Union bulletins and/or notices by posting;
 - (c) Participation in collective bargaining as a member of the Union's bargaining team;
 - (d) Participation in arbitration proceedings when required by the Union;
 - (e) Participation in the administration of the Union as may be required for The Manitoba Public Insurance Corporation Component Executive meetings and steward meetings.

- 7:03** The steward shall obtain permission of the office manager or designate before leaving work to perform duties as a steward. Such permission shall not be unreasonably sought or withheld.
- 7:04** A steward shall conduct duties as a steward within their own designated area, and providing the steward has received the proper authorization, such leave will be regarded as leave of absence with pay.
- 7:05** The Union agrees that the activities of its stewards will be strictly limited, during working hours while on Corporation premises, to representing their members on matters related to this Agreement.
- 7:06** At the written request of the Union, the Corporation shall grant leave of absence with pay to Union officers who are employees of the Corporation, at the various levels, for the purpose of carrying on the necessary business of the Union, provided such leave does not place an undue load on the Corporation's routine activities. The Union will notify those Union officers requested to attend Union business to confirm approval with their department manager.
- 7:07** If the Union requests a leave of absence for a steward to attend a Union event that the steward is invited to after they have had their vacation approved, their vacation time equal to the amount of the Union leave shall be credited to them and their time will be recorded as a leave of absence with pay to attend such event.
- 7:08** Where leave of absence has been granted under clause 7:06 and 7:07, the Union shall reimburse the Corporation one hundred percent (100%) of the wages paid to such employees for the period of absence. Such leave shall not normally exceed fifty (50) working days per year.

- 7:09** With respect to the collective bargaining process, the Corporation agrees to provide a leave of absence, during regular working hours, with pay, to members who are employees of the Corporation and who form part of the Union's bargaining team. This leave of absence will only cover up to three (3) members and will include any reasonable period required by them to cover travelling. The Corporation further agrees to allow employees, who are joint committee members, leave of absence with pay for MPIC/MGEU joint committees that may be established during the life of this Agreement. The payment for leave of absence will not be applicable during any period of work stoppage by strike or similar action.
- 7:10** The Corporation and the Union agree that there shall be no discrimination, interference, restriction or coercion, exercised or practiced by reason of membership or activity in the Union.
- 7:11** It is agreed that the Corporation will provide notice boards for the use of the office Union members in suitable locations accessible to the employees for the purpose of posting notices of interest to the Union.
- 7:12** **A designated Union representative shall have up to fifteen (15) minutes at new employee orientation sessions, to acquaint employees falling within the scope of the Agreement with the fact that a Collective Agreement is in effect and to indicate the general conditions and obligations as they relate to being a member of the bargaining unit represented by the Union.**
- 7:13** The Union agrees that any of their representatives, other than those with specific duties with respect to the administration of this Agreement, will not engage in any Union activities on the premises of the Corporation without first having obtained the consent of the Corporation.

- 7:14** Employees elected or appointed to full-time Union positions shall be granted leave of absence without pay on request. Time spent with the Union will be considered as corporate service with the Corporation and the employee will continue to accrue seniority with the Corporation during such periods. Employees on such leave will at their option continue to participate in all Corporation benefits and pension plans provided the Union reimburses the Corporation on a monthly basis for the cost of such premiums. Upon application to the Corporation such employees will be re-employed by the Corporation at the same position or like position at the same step in the pay grade at which the employee left to work for the Union.
- 7:15** Upon twenty-four (24) hours notice, the Corporation will allow and provide a suitable area for employee information sessions at various work locations, as long as such sessions are not during hours of work, and not interfering with other work activities of the Corporation.

Article 8 Safety and Health

- 8:01** The Corporation shall make all reasonable provisions for the Safety and Health of employees during working hours in accordance with the requirements of the Workplace Safety and Health Act.
- 8:02** The Corporation agrees to provide all available information required by the Union Health and Safety Committee in carrying out its duties.
- 8:03** The Union agrees to provide the Corporation with written notification of elected/appointed worker safety and health representatives within twenty (20) days of such election/appointment.

Article 9 Seniority

- 9:01** Seniority shall be the length of corporate service in the employ of the Corporation, calculated from the first day of employment, except as modified in this Agreement, provided the employee is eligible for membership in the Union.
- 9:02** Employees hired under the terms of this Agreement will be on probation for six (6) months or one hundred twenty (120) paid days of employment whichever shall last occur, and will not attain any seniority during this period. Upon completion of the probationary period, the employee will be credited with seniority back to the date of hire.
- 9:03** The Corporation will provide the Union with a seniority list in January of each year.
- 9:04** Employees shall lose their seniority only if they:
- (a) Resign from the employ of the Corporation;
 - (b) Are discharged for just cause or terminated pursuant to proper application of this Agreement;
 - (c) Are laid off for a period exceeding twenty-four (24) continuous months;
 - (d) Accept a permanent position with the Corporation which is outside the bargaining unit. Should the employee return to a position in the bargaining unit, he/she shall be credited with such seniority as had previously been attained in the bargaining unit.
- 9:05** An employee who is temporarily assigned to a position which is outside the bargaining unit shall continue to accrue seniority and shall pay Union dues. Such assignments shall not exceed twenty-four (24) months without the consent of the Union.

- 9:06** A term employee in the bargaining unit who accepts a term position with the Corporation which is outside the bargaining unit shall not continue to accrue seniority and shall not pay Union dues. If the employee returns, not later than twenty-four (24) months to a position in the bargaining unit, the employee shall be credited with such seniority as they had on the date they left the bargaining unit.
- 9:07** Employees on Long Term Disability or Workers Compensation Benefits shall continue to accrue seniority during the qualifying period and for an additional period up to twenty-four (24) months following the date on which they became eligible for the benefit.
- 9:08** Employees on approved maternity leave, parental leave, adoptive, critical illness of a child leave or compassionate care leave shall continue to accrue seniority.
- 9:09** Part-time and job share employees shall be credited with accumulated seniority in direct relation to their time worked on a prorated basis as outlined in the Memorandum of Agreement #1 - Job Share Employees and Memorandum of Agreement # 2 - Part-Time Employees.
- 9:10** Employees laid off and placed on the recall list shall continue to accrue seniority up to twenty-four (24) months during such period of layoff.

Article 10 Educational Leave and Assistance

10:01 **Definitions:**

- (a) “Educational Leave” means leave of absence “with” or “without” pay for purposes of engaging in a course.
- (b) “Course” includes conferences, conventions, seminars, workshops, symposiums or any other type of learning session presented by the Corporation or government, technical or professional association or by any educational institutions.
- (c) “Course Costs” means all expenses directly related to an employee’s involvement in a course such as tuition, books, registration fees, membership dues, examination fees, travelling and subsistence expenses.

- (d) “Educational Assistance” means financial assistance provided by the Corporation to an employee engaged in a course.
- (e) “Program of Study” or “Course of Study” refers to single course requests, diploma programs, certificate programs, degree programs, MBA programs, and financial or other job related designations.

10:02 Corporation Initiated Requests:

- (a) Where the Corporation requests that an employee engage in any course of study, the Corporation shall bear the full costs of such courses including tuition, registration fees, books, membership dues, examination fees, and necessary travelling and subsistence expenses. Fees are to be paid by the Corporation when due.
- (b) Where a Corporation requested course of study requires that the employee be absent from work (educational leave), the employee shall continue to receive full salary, as well as the payment of course costs.

10:03 Employee Originated Requests:

- (a) Where the employee requests educational leave and/or assistance, the costs shall be shared on a prorated basis by employee and Corporation, based on the relevancy of the course to the job, and on the degree of benefit which each party receives from the employee’s attendance at the learning session. The Corporation will determine the relevancy of any course or educational leave requested by an employee.

Eligibility:

- (b) An employee is eligible for educational leave and assistance provided he/she has:
 - (i) Completed one (1) year of employment with the Corporation; and
 - (ii) Satisfactory job performance; and
 - (iii) Has worked for the Corporation for at least twelve (12) continuous months since he/she completed any previous program of study.

Requests for exceptions to the above will be reviewed and may be approved on a case-by-case basis from the Director Organizational Development.

Application Process:

- (c) Employees shall submit requests for educational leave and/or assistance to their department manager and director for approval prior to forwarding the required information to the Organizational Development Department who will review the documentation to determine if educational assistance will be awarded and the appropriate level of funding.
- (d) Employees are required to submit their current development plan and business case indicating the nature of the course or program of study and the amount of financial assistance requested, along with the required forms.

Review and Approval Process:

- (e) The criteria for determining the level of assistance to be granted are as follows:
 - (i) Where educational leave is involved, a percentage of costs and salary (if applicable) are to be paid by the Corporation. Where no leave is involved, a proportion of course costs only are to be paid.
 - (ii) The cost of employee salary (if applicable), tuition and other fees, transportation, books, lodging, sustenance and any other cost directly related to the educational program shall be totalled.
 - (iii) The portion of cost (determined in [ii]) to be paid by the Corporation shall be established as by point totals in accordance with the following formula:

<u>Points</u>	<u>Relation to Job:</u>
0	unrelated
1	useful background but not directly related
2	directly related

<u>Points</u>	<u>Benefit to:</u>
0	employee only
1	primarily employee
2	mutual advantage to Corporation and employee

Points	
<u>Total</u>	<u>% of Costs to be Paid by Corporation:</u>
0	0%
1	20%
2	50%
3	80%
4	100%

- (iv) On approval by the Corporation and subject to operational requirements and budgetary considerations, courses or educational leave and/or assistance shall be granted to employees with satisfactory performance who request it.
- (f) Where the request is denied, the department manager, director or Organizational Development Department shall provide the employee with the reason(s) in writing.
- (g) Where the Corporation approves an employee's request for financial assistance to pursue the attainment of an advanced studies degree/diploma or professional/technical certification the employee will be required to sign a Return in Service Commitment letter outlining the conditions under which the financial assistance was granted.

Course Completion/Reimbursement

- (h) Employees are required to forward proof of successful course completion and confirmation of course costs to the Organizational Development Department, within ninety (90) days of the course end date or exam date. Failure to submit the record of completion within this time frame will be treated as an incomplete course.
- (i) The reimbursement of costs for Corporation approved courses will be made to the employee within thirty (30) days of receipt by the Organizational Development Department of evidence of successful completion of the particular course.

- (j) The Corporation will not be responsible for any costs incurred by the employee in relation to an examination re-write due to initial examination failure.

10:04 Leave Conditions:

- (a) Educational leave shall not be construed as a break in corporate service. Annual vacation credits shall accrue and the employee shall be eligible for an increment on their increment date during the period of leave granted to a maximum of three (3) months.
- (b) Where educational leave and financial assistance is granted, the return in service commitment for the educational leave portion shall be twice the length of leave granted times the percentage of financial assistance granted. Where an employee defaults on the return in service commitment the corporation may recover from the employee, from monies owed under the terms of this Agreement, the full amount of financial assistance granted.
- (c) At the employee's option, up to one (1) full day leave of absence with pay shall be granted to allow employees to write examinations for Corporation approved courses.

10:05 The Union shall have the right to representation on any committee(s) which may be established during the life of this Agreement for the purpose of reviewing educational leave requests.

10:06 The Corporation recognizes the value of continuing education and shall, at its sole discretion, allocate a minimum sum each year as part of their operating budget for this purpose.

10:07 The Corporation recognizes the value of retraining and agrees that where a particular job is changed or terminated, and where employees may not possess the necessary skills or qualifications to adapt to the change, the Corporation shall, where practical, offer the employees a chance to undergo retraining so that the necessary attributes may be obtained. The cost of this retraining shall be borne by the Corporation.

Article 11 Staff Training

- 11:01** The Corporation agrees to provide adequate training facilities and adequate training for all employees to enable them to do satisfactorily a job to which they are assigned. The training classes may be on-the-job training, group training or training at locations outside the Corporation. Employees will be required to attend any and all sessions as designated by the Corporation, who will pay the cost therefore including the employee's salary, tuition, travelling and other related expenses.
- 11:02** The Corporation shall provide the opportunity for employees to train in positions that may subsequently lead to promotions. Selection for such training shall be on the basis of ability and job performance. In such cases where employees with equal abilities and job performance records are being considered, the senior employee in the location where the training opportunity exists shall be given preference.
- 11:03** The Union shall be notified when positions are created, designated, or eliminated as training positions.

Article 12 Recruitment and Promotion

- 12:01** Vacancies for permanent positions shall be filled with present qualified employees who make application. The successful applicant would move to their new position within three (3) weeks. Where there is operational requirement that the successful applicant will not be moved within three (3) weeks, and where the employee's new position is a promotion, the employee shall be paid at the higher rate commencing on the first Monday following the three (3) week period.
- 12:02** All postings shall be posted for a period of at least five (5) full working days on electronic bulletin board. Information in postings will include:
- **Nature of position;**
 - **Qualification, requirements and education;**
 - **Salary;**
 - **Hours of work.**

12:03 Late applications due to sickness, vacation, or other authorized leave of absence will be accepted, provided such application is received prior to the successful applicant being advised.

Applicants have the same number of days as they were away during the five (5) day posting period to submit their late application.

12:04 When the Corporation does not post a position **within eight (8) weeks** of the vacancy occurring, the Corporation shall advise the Union of the reason therefore in writing.

12:05 The Corporation agrees to invite employees to apply for any vacancies not within the scope of this Agreement.

12:06 No posting will be required when persons employed in trainee positions are qualified for advancement to the higher position, or for Clerk I vacancies.

12:07 The Corporation shall supply a copy of all postings to the Union.

12:08 Employees with a minimum of **three (3)** years northern service shall be given preference, by way of a transfer to a position vacancy within the same classification or from one (1) position to another position where both positions have the same maximum salary. The most senior qualified aforementioned employee seeking transfer shall be selected. If there are no applicants seeking transfer then the Corporation shall fill the position vacancy from qualified applicants in accordance with Article 12:09.

12:09 The Corporation shall make selections from existing employees on the basis of work performance and ability in that order. **For greater certainty, work performance will be considered before ability.** Where applicants have similar work performance and ability, the most senior applicant shall be selected. Where the employee who is junior in seniority is selected, their work performance or ability shall be shown to be greater than the candidates who have more seniority. Term employees will be considered as outlined in Article 49.

(a) The Corporation can make additional selections(s) from a job competition provided that the additional position(s) are at the same

work locations listed in the posting, with the same working conditions and hours of work. Additional selections can be made within ninety (90) calendar days of the closing date, except on positions requiring security clearance.

- (b) Additional selections on positions requiring security clearance can be made within one hundred and fifty (150) calendar days of the closing date.

- 12:10** To be considered qualified an applicant must meet the minimum requirements for the position as set out in the position description.
- 12:11** The Corporation shall have the right to ask for proof of medical fitness (as provided for in Article 13), academic qualifications, and any other qualifications and/or certificates deemed advisable by the Corporation.
- 12:12** If a vacancy is not filled after the application of the above procedure, the Corporation may fill the vacancy by temporary appointment, may re-post the vacancy at some subsequent date, may hire qualified persons who are not presently employed by the Corporation, or may permanently appoint an internal applicant who is not fully qualified.
 - (a) If the Corporation decides to make a permanent or temporary appointment in accordance with provisions of Article 12:12, the selection of the employee shall be in accordance with the provisions of Article 12:09.
- 12:13** Within thirty (30) working days of the closing date of the posting a general announcement shall be posted on the results, or where this is not practicable, applicants will be advised of the delay and the reason therefore in writing.
- 12:14** When an employee is not successful for a job posting, the employee may request a meeting with the hiring leader to review their results within five (5) working days of being notified. Within five (5) working days of the meeting, the employee can request written reasons from the hiring leader. If the employee wishes to pursue a grievance, it must be filed within ten (10) working days of the meeting or within five (5) working days of receiving the full reasons in writing.

Article 13 Medical Requirements

- 13:01** At the Corporations request, for a bona fide occupational requirement, an applicant or an employee seeking promotion or transfer, may be required to have a physical and medical examination from a duly qualified medical practitioner. A psychiatric examination may be initiated only upon the advice of the examining medical practitioner. If these examinations are requested by the Corporation, they shall be at the expense of the Corporation. When the examination is requested, appraisal of the applicant's or employee's health, in relation to the position applied for, will be based upon such examination and should the examination show that the employee is not medically fit to receive the promotion or transfer they shall no longer be considered eligible.
- 13:02** An employee who has been examined pursuant to the foregoing clause shall, if the employee requests same in writing, receive within twenty (20) days following the date of examination, a copy of the written opinion that was submitted to the Corporation.
- 13:03** If an employee questions the accuracy and/or disagrees with the written opinion, the employee may request that a second medical opinion be obtained and such request shall be granted by the Corporation. The second examination shall be conducted by a duly qualified medical practitioner or psychiatric specialist, as the case may be, agreed to by the Union and the Corporation. The employee being examined shall receive a copy of the second opinion within twenty (20) days following the date of the examination. Such examination shall be paid by the Corporation.
- 13:04** Unless the employee otherwise agrees, the medical opinion shall be submitted only to the party requesting the opinion and such opinion shall remain confidential.

Article 14 Probation

- 14:01** Every person joining the Corporation shall be on probation for a period of six (6) months or one hundred twenty (120) working days whichever last occurs at which time they shall obtain permanent status with the Corporation, except as provided in Article 49.

- 14:02** At any time during the period that an employee is on probation, the Corporation may reject the employee and upon such rejection by the Corporation, the employee ceases to be an employee of the Corporation.
- 14:03** A probationary employee who is on leave of absence without pay in excess of five (5) working days shall have their probationary period extended by the total number of days they are absent on leave of absence without pay.

Article 15 Class Certification

- 15:01** Each class within the Corporation job classification plan shall be assigned a period of formal assessment as specified in Article 15:09.
- 15:02** In order to attain certification in a class an employee promoted to the class, or a newly hired employee, must pass the period of assessment.
- 15:03** At any time during the assessment period, the performance of the employee may be reviewed for the purpose of counselling the employee. Final assessment will be made at least fifteen (15) working days prior to completion of the assessment period.
- 15:04** Where an employee has been promoted and where the employee's performance has been unsatisfactory during the assessment period and the required improvement has not been demonstrated, the employee will revert to their former or similar position at a salary equivalent to that had they not been promoted.
- (a) Employees who are reverted per the provisions of Article 15:04 shall not be eligible for promotional consideration to the class from which reverted for the equivalent time of the assessment period associated with the classification reverted from, up to a maximum of twelve (12) months.

- 15:05** Where a newly hired or term employee's performance has been unsatisfactory during the assessment period, the employee will not be certified in that class and the Corporation will, where practicable, offer the employee alternate employment for which a vacancy exists and the employee is qualified. If no vacancy exists for which the employee is qualified, the Corporation may terminate the employee upon proper notice.
- (a) Where a newly hired or term employee is not certified in their class and the Corporation finds alternate employment per the provisions of Article 15:05 the employee shall not be eligible for promotional consideration to the class from which reverted for the equivalent time of the assessment period associated with the classification reverted from, up to a maximum of twelve (12) months.
- 15:06** An employee who is transferred by the Corporation, or who voluntarily transfers either by personal request or in a vacancy competition to another position in the same classification shall not be required to serve an additional assessment period, but where applicable, shall complete the assessment period while serving in the new position.
- 15:07** An employee who is transferred by the Corporation, or who voluntarily transfers either by personal request or in a vacancy competition while the employee is still under assessment, to a position in a new classification shall be required to pass a new period of assessment for the class as set out in Article 15:09.
- 15:08** An employee who has successfully completed the probationary period, as provided in Articles 14:01 and 14:03 and who is absent from work for any reason for more than thirty (30) calendar days during the assessment period, may have the assessment period extended by the amount of time they are absent. Notice of extension of assessment under this section shall be given to the employee and the Union in writing.
- 15:09** Each class within the Corporation shall have an assessment period of twelve (12) months except that:

(a) classifications in pay grades six (6) or below shall have an assessment period of six (6) months;

(b) an employee who is recruited or selected in the following classifications:

- Adjuster;
- Associate Case Manager;
- Associate Commercial Adjuster;
- Associate Injury Claim Analyst;
- Programmer;
- Senior Underwriter; and
- Underwriter classifications;

Shall have an assessment period of twenty-four (24) months; and

(c) an employee who is recruited or selected in the Adjuster/Senior Drive Examiner classification shall have an assessment period of thirty-six (36) months.

15:10 Notwithstanding the provisions of Article 15:09 above, **an Associate Case Manager, Associate Commercial Adjuster, Associate Injury Claims Analyst, and Programmer who meet the requirements for the:**

- Case Manager;
- Commercial Adjuster;
- Injury Claims Analyst; or
- Programmer/Analyst.

Before the completion of the twenty-four (24) month assessment period shall be reclassified and the assessment period shall be deemed to be completed. Any period required in excess of twenty-four (24) months shall be in accordance with Article 15:13.

15:11 An employee, upon completion of the assessment period, shall be certified in that class.

15:12 Except as otherwise provided in this Agreement, no employee shall be demoted without just cause.

15:13 Assessment periods may only be extended by agreement between the employee, the Corporation and the Union.

Article 16 Layoff, Bumping and Recall

16:01 Both parties recognize that job security should increase in proportion to length of corporate service. Therefore, in the event of a layoff, permanent Corporation employees shall be laid off in the reverse order of their bargaining unit wide seniority.

16:02 If a reduction of permanent employees is necessary, the Corporation shall meet with and advise the Union of the proposed reduction and the jobs affected as soon as possible.

Layoff

16:03 The Corporation shall notify employees who are to be laid off thirty (30) days prior to the effective date of the layoff. The notice shall give the reasons for the layoff and its expected duration. If employees have not had the opportunity to work the days as provided in this Article, they shall be paid for the days for which work was not made available.

16:04 By written agreement employees permanently laid off may elect to terminate and receive severance pay to which they may be entitled. Employees shall automatically be terminated after twenty-four (24) months of continuous layoff at which time they will be paid severance pay.

16:05 Employees terminated under the provisions of Article 16:04 shall be entitled to severance pay of one (1) week's pay for each year of accrued service or portion thereof, to a maximum of one (1) year's pay. The rate of pay shall be that in effect at the time of layoff. Employees shall not receive less than four (4) weeks' severance pay.

Bumping

16:06 Permanent employees employed in Winnipeg will not be permitted to bump less senior employees in work locations outside of Winnipeg.

16:07 Subject to the provisions of Article 16:06 any permanent employee who receives a layoff notice may bump a less senior employee from the same or lower pay grade in a location of their choice.

- (a) When bumping into locations where there are multi-departments employees will be provided with:
 - (i) A choice of two (2) departments in their present classification or the employee may bump the least senior employee in the classification and location chosen or, if this is not available then;
 - (ii) A choice of two (2) departments in a different classification but in the same pay grade or the employee may bump the least senior employee in the classification and location chosen or, if this is not available then;
 - (iii) A choice of two (2) departments from a selected lower classification or the employee may bump the least senior employee in the classification and location chosen. Employees bumping into pay grade 9 or lower will bump the least senior employee in the classification and location chosen.
- (b) Employees who bump must possess the minimum requirements and the ability to perform the job.
- (c) Subject to the provisions of Article 16:07 employees who do not exercise their right to bump will be laid off and subject to recall.
- (d) If employees reject the placement as outlined in Article 16:07(a) they will be laid off and subject to recall.
- (e) Employees who bump to a lower pay grade, will be paid at the step in the new position which is closest but not greater than their current pay. They will retain eligibility for increases on their appropriate increment dates.

Recall

- 16:08** Notice of re-employment to an employee who has been laid off shall be made by registered mail to the last known address of such employee. If an employee fails to reply within one (1) week of such recall and fails to report to work within two (2) weeks or on the date specified, whichever is the greater, the employee is deemed to have resigned.
- 16:09** Employees laid off shall be placed on a re-employment list for twenty-four (24) months. A copy will be furnished to the Union. Employees shall be called back to available work in their same classification or lower classification, beginning with the most senior employee and descending from there subject to an employee having the qualifications and ability required to perform the work available.
- 16:10** Employees upon recall may refuse the recall to a lower classification; they will, however, retain their recall rights to their former classification.
- 16:11** Employees who accept the lower level position under Article 16 will be offered reinstatement into their former classification, if such becomes available within one (1) year from the date of accepting the lower level position. The job, in such instances, will not be posted. Employees shall be reinstated at the step they had attained in their former classification. Employees rejecting the offer will relinquish any further right to reinstatement in their former classification.

Article 17 Compensation for Injury

- 17:01** When an employee is unable to work, and is in receipt of Workers Compensation allowance as a result of an injury incurred in the course of duties, the employee, if they so elect, shall be paid an additional amount, which when combined with the compensation allowance, shall ensure the maintenance of their regular salary less the usual deductions. Such additional amount shall be chargeable to the employee's sick leave credits accrued at the time the employee commenced receipt of Workers Compensation allowance, and such additional payment shall be payable until the employee's accrued sick leave credits have been exhausted.

Article 18 Termination, Dismissal or Resignation of Employment

18:01 Cessation of employment will occur in the event of retirement, resignation, non-disciplinary termination or dismissal for just cause.

(a) In the event that an employee has been laid off under the provision of Article 16:08 and declines an offer of recall, the employee will be deemed to have resigned their employment with the Corporation.

18:02 No employee who has completed their probationary period shall be dismissed without just cause.

18:03 Notice or payment in lieu of notice shall not apply in the case of an employee who is dismissed for a serious misconduct, provided that the provisions of the Employment Standards Code shall not be contravened.

18:04 An employee who is dismissed from employment will be provided written notice stating the reason(s) for dismissal and will be subject to the provisions of the Employment Standards Code.

18:05 Notice of termination by the Corporation, subject to Article 18.03, will be governed as follows:

Period of Employment	Notice Period
Term and probationary employees with less than three (3) years and employees dismissed under Article 18.04:	2 weeks
Term employees with at least three (3) years and less than five (5) years and all permanent employees with less than five (5) years:	4 weeks
All employees with at least five (5) years and less than ten (10) years:	6 weeks
All employees with at least ten (10) years:	8 weeks

18:06 Notice of resignation shall be in writing and shall be forwarded to the Department Manager or person designated to accept such notice.

- (a) An employee may, with the approval of the Corporation, withdraw their notice of resignation at any time before the resignation becomes effective.
- (b) An employee who has completed their probationary period and elects to resign from the Corporation will be required to provide the following notice:

Period of Employment	Notice Period
Less than one (1) year:	1 week
Greater than one (1) year:	2 weeks

18:07 The Corporation shall not terminate an employee who is on Workers Compensation or Long Term Disability benefit unless a determination is made by the Corporation that the employee is unable to perform the duties of any occupation.

Article 19 Bereavement Leave

19:01 An employee shall be granted bereavement leave for a period up to five (5) working days without loss of salary in the event of the death of a member of an employee’s immediate family.

19:02 For the purpose of granting bereavement leave, immediate family is defined as father, step-father, mother, step-mother, brother, step-brother, sister, step-sister, spouse, fiancé(e), child or ward of the employee, step-child, grandchild, father-in-law, mother-in-law, son-in-law, daughter-in-law, or relative permanently residing at the employee’s household or with whom the employee is permanently residing.

19:03 Additional bereavement leave up to maximum of two (2) working days without loss of salary may be granted in the event of the death of an employee’s spouse, child or step-child.

19:04 An employee shall be granted special leave up to a maximum of one (1) working day without loss of salary in the event of the death of the employee’s grandparent, brother-in-law, sister-in-law, or great-grandchild.

- 19:05** An employee shall be granted additional bereavement leave or special leave up to a maximum of two (2) days without loss of salary, requested for the purpose of attending a funeral at a distance in excess of two hundred twenty-five (225) kilometres (one [1] way) from the employees home.
- 19:06** An employee shall be granted special leave up to a maximum of one (1) working day without loss of salary in the event of the death of someone for whom they are executor or have power of attorney.
- 19:07** An employee will be entitled to reasonable leave without loss of pay to attend a funeral as a pallbearer or honorary pallbearer.
- 19:08** In the event that an employee is on approved vacation and an immediate family member (as outlined in Article 19:02) passes away, the employee shall be eligible to have their time off charged to bereavement leave rather than vacation. 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 department manager receives notification of these circumstances as soon as practicable.
- 19:09** Additional bereavement leave or special leave with pay may be granted at the discretion of the Executive Director, Human Resources in consultation with the department manager.

Article 20 Maternity, Parental and Adoptive Leave

20:01 Maternity Leave

Eligibility

- (a) Pregnant permanent (full-time or part-time), term (full-time or part-time), and casual employees shall be eligible for Maternity Leave in accordance with article 20:01.**

Qualifications

- (b) In order to qualify for Maternity Leave, a pregnant employee must:**
- (i) Have completed twenty-six (26) full weeks of corporate service;**

- (ii) Submit to the Corporation an application in writing for maternity leave at least four (4) weeks before the day specified by the employee in the application as the day on which they intend to commence such leave; and
- (iii) Provide the Corporation with a certificate from a duly qualified medical practitioner or nurse practitioner certifying that they are pregnant and specifying the estimated date of delivery.

Leave Duration

- (c) An employee who qualifies is entitled to and shall be granted Maternity Leave without pay consisting of:
 - (i) A period not exceeding seventeen (17) weeks if delivery occurs on or before the date of delivery specified in the certificate mentioned in Article 20:01(b)(iii); or
 - (ii) A period of seventeen (17) weeks plus an additional period equal to the period between the date of delivery specified in the certificate mentioned in Article 20:01(b)(iii) and the actual date of delivery, if delivery occurs after the date mentioned in that certificate.
- (d) Maternity leave must commence no earlier than 17 weeks before the date of delivery estimated in the medical certificate and end not later than 17 weeks after the date of delivery.
- (e) The Corporation may vary the length of maternity leave upon proper certification by the attending physician.
- (f) If the employee does not take parental leave, they will return to work on the date of the expiry of their maternity leave unless this date is modified by the Corporation.
- (g) If the employee does take parental leave, they will return to work on the date of expiry of their parental leave.

20:02 Maternity Allowance Eligibility

- (a) Pregnant permanent full-time and part-time employees shall be eligible for Maternity Allowance in accordance with article 20:02.

Qualifications

- (b) In order to qualify for Maternity Allowance a pregnant employee must:
- (i) Qualify for Maternity Leave under Article 20:01;
 - (ii) Have completed twelve (12) continuous months of corporate service;
 - (iii) Provide the Corporation with proof that they have applied for Employment Insurance (EI) Maternity Benefits and have qualified for and are entitled to such EI benefits pursuant to any and all applicable sections of the Employment Insurance Act;
 - (iv) Provide the Corporation with a return in service agreement signed by the employee that confirms the following:
 - 1. That they will return to work and remain in the employ of the Corporation either on:
 - a. A full-time basis for at least six (6) months following their return to work; or
 - b. A part-time or job share basis for a period of time equal to six (6) months calculated at the applicable pro-rating factor following the return to work; and
 - 2. That if the employee fails to return to work or remain at work in accordance with the return in service agreement, they will repay to the Corporation the maternity leave allowance payments received from the Corporation during the entire period of leave, prorated based on the duration of time, if any, the employee returned to work.

Maternity Allowance Benefit

- (c) During the period of approved Maternity Leave, an employee who has an approved claim for Employment Insurance (EI) Maternity Benefits is entitled to a Maternity Allowance as follows:

EI Maternity Wait Period Served

- (i) If an employee is required to serve a one (1) week waiting period with EI they are eligible for the following:
- a. The first (1) week an employee shall receive ninety-three percent (93%) of the employee's weekly rate of pay;
 - b. Up to a maximum of fifteen (15) additional weeks, payments equivalent to the difference between EI Maternity benefits the employee is eligible to receive and ninety-three percent (93%) of the employee's weekly rate of pay;
 - c. The employee shall receive ninety-three percent (93%) of their weekly rate of pay in the week following the discontinuation of EI Maternity benefits, provided that the employee does not receive EI Parental benefits immediately following the exhaustion of EI Maternity benefits.

If the employee receives EI Parental benefits immediately following the exhaustion of EI Maternity benefits, the employee shall receive ninety-three percent (93%) of their weekly rate of pay in the week immediately following the discontinuation of EI Parental benefits.

EI Maternity Wait Period Waived

- (ii) If an employee's one (1) week waiting period with EI is waived, they are eligible for the following:
- a. Up to a maximum of fifteen (15) additional weeks, payments equivalent to the difference between EI benefits the employee is eligible to receive and ninety-three percent (93%) of the employee's weekly rate of pay.

- (d) All other time as may be provided under Article 20:02 shall be on a leave without pay basis.

Parental Leave and Allowance

20:03 Parental Leave Eligibility

- (a) Permanent (full-time or part-time), term (full-time or part-time) and casual employees shall be eligible for Parental Leave if they:
 - (i) Are the natural parent of a child or they must assume actual care and custody of their new born child; or
 - (ii) Adopt a child under the law of a province.

Qualifications

- (b) An employee who qualifies under Article 20:03(a) must:
 - (i) Have completed seven (7) continuous months of employment, and
 - (ii) Submit to the Corporation an application in writing for parental leave at least four (4) weeks before the day specified in the application as the day on which the employee intends to commence the leave.

Leave Duration

- (c) An employee who qualifies in accordance with Article 20:03(a) and Article 20:03(b), is entitled to parental leave without pay for a continuous period of up to sixty-three (63) weeks subject to the limits outlined in 20:03(d) and 20:03(e). Qualified employees shall be permitted to take parental leave split into a maximum of two (2) periods.
- (d) Parental Leave shall not commence sooner than the date of birth or adoption of the child or the date the child comes into the actual care and custody of the employee.
- (e) Parental Leave must commence no later than eighteen (18) months after the date of the birth or adoption of the child or the

date the child comes into the actual care and custody of the employee.

- (f) Where an employee takes parental leave in addition to maternity leave, the employee must commence the parental leave immediately on expiry of the maternity leave without a return to work unless otherwise approved by the Corporation.

20:04 Parental Allowance

Eligibility

- (a) Permanent (full time or part time) employees shall be eligible for Parental Allowance in accordance with Article 20:04.

Qualifications

- (b) In order to qualify for the Parental Allowance an employee must:
- (i) Qualify for Parental Leave under Article 20:03; and
 - (ii) Have completed twelve (12) continuous months of corporate service; and
 - (iii) Provide the Corporation with proof that they have applied for Employment Insurance (EI) Parental benefits and have qualified for and are entitled to such EI benefits pursuant to any and all applicable sections of the Employment Insurance Act; and
 - (iv) Provide the Corporation with a return in service agreement signed by the employee that confirms the following:
 - a. For employees who receive Parental Allowance in addition to Maternity Allowance, that they will remain in the employ of the Corporation either on:
 - i. A full-time basis for a total of three (3) additional months immediately following the six (6) month period referred to in Article 20:02(b)(v); or
 - ii. A part-time or job share basis for a period of time equal to three (3) additional months calculated at the

applicable prorating factor following their return to work, immediately following the period referred to in Article 20:02(b)(v).

- b. For employees who will only receive Parental Allowance, that they will remain in the employ of the Corporation either on:
 - i. A full-time basis for a total of six (6) months following their return to work; or
 - ii. A part-time or job share basis for a period of time equal to six (6) months calculated at the applicable pro-rating factor following their return to work.
- c. If the employee fails to return to work or remain at work in accordance with the return in service agreement, they shall repay to the Corporation the amount of Parental Allowance payments received from the Corporation during the entire period of leave, pro-rated based on the duration of time, if any, the employee returned to work.
- (v) If an employee elects to take parental leave split into two (2) periods of leave, the employee shall remain entitled to parental allowance benefits set out in 20:04(c) and 20:04(d) for only one (1) of their two (2) periods of parental leave. The employee shall select the period of parental leave in which the Parental Allowance benefits shall be paid. Parental allowance benefits shall not be split between the two (2) periods of leave. The balance of parental leave shall be on a without pay basis.

Parental Allowance Benefit

Maternity Leave followed by Parental Leave

- (c) An employee who was on Maternity Leave, received Maternity Allowance and immediately proceeds on Parental Leave is entitled to the Parental Allowance as follows:

EI Maternity Wait Period Served

- (i) If the employee served a one (1) week waiting period during their EI Maternity benefit claim they are eligible for the following:
 - a. Up to a maximum of fifteen (15) weeks, payments equivalent to the difference between ninety-three percent (93%) of the employee's weekly rate of pay and the greater of:
 - i. weekly EI Standard Parental Benefits the employee is eligible to receive; or
 - ii. weekly EI Parental benefits paid.

EI Maternity Wait Period Waived

- (ii) If an employee's one (1) week waiting period during their EI Maternity benefit claim was waived they are eligible for the following:
 - a. Up to a maximum of seventeen (17) weeks, payments equivalent to the difference between ninety-three percent (93%) of the employee's weekly rate of pay. and the greater of:
 - i. weekly EI Standard Parental Benefits the employee is eligible to receive; or
 - ii. weekly EI Parental benefits paid.

Parental Leave Only

- (d) An employee who has not received Maternity Allowance and is on approved Parental Leave is entitled to Parental Allowance of the following:

EI Wait Period Served

- (i) If the employee must serve a one (1) week wait period for EI Parental benefits, they are eligible for the following:
 - a. The first one (1) week an employee shall receive ninety-three percent (93%) of their weekly rate of pay;

- b. Up to a maximum of fifteen (15) weeks, payments equivalent to the difference between ninety-three percent (93%) of the employee's weekly rate of pay and the greater of:
 - i. weekly EI Standard Parental Benefits the employee is eligible to receive; or
 - ii. weekly EI Parental benefits paid.
- c. Followed by payment equivalent to ninety-three percent (93%) of the employee's weekly rate of pay for one (1) week issued the week following the employee's final EI Parental Benefit payment.

EI Wait Period Waived

(ii) If the employee's wait period for EI Parental benefits is waived, they are eligible for the following:

- a. Up to a maximum of seventeen (17) weeks, payments equivalent to the difference between ninety-three percent (93%) of the employee's weekly rate of pay and the greater of
 - i. weekly EI Standard Parental Benefits the employee is eligible to receive; or
 - ii. weekly EI Parental Benefits paid.

(e) All other time as may be provided under Article 20:03 shall be on a leave without pay basis

20:05 Parental Adoptive Leave

(a) Where an employee who adopts a child is eligible for parental leave as outlined in article 20:03 they will be eligible for the Parental Allowance subject to all the terms and conditions of Articles 20:04.

20:06 Birth of Child/Adoptive Leave

- (a) A manager shall grant up to two (2) days leave with pay to an employee to attend to the needs directly related to the birth or adoption of their child. Arrangements for such leave shall occur within thirty (30) days of the birth or adoption of the child.
- (b) Employees who qualify for maternity leave under Article 20 are not eligible for the provisions of Article 20:06(a).

20:07 Maternity, Parental and Adoptive Leave: Return to Work

Employees who return to work from leave provided under Article 20 shall be placed in the same or like position at the same rate of pay, except that employees may request to return to work to an available part-time position or, subject to the provisions of Article 51, on a job share basis. Such requests will be considered at the discretion of the Corporation.

The Corporation shall have the right to terminate an employee who exceeds the leave granted by the Corporation under Article 20, unless an extension has been granted

20:08 Benefits while on Maternity, Parental or Adoptive Leave

- (a) Employees on maternity, parental, or adoptive leave will have their supplemental health benefits coverage and long term disability coverage maintained.
- (b) Employees on maternity, parental, or adoptive leave will have the option to continue coverage for group life and optional life insurance.
- (c) During the period of maternity, parental or adoptive leave, other employment benefits, aside from those outlined in Articles 20:08(a) and (b), will not accrue, unless otherwise outlined in this Agreement.
- (d) An employee who receives a Maternity and/or Parental Allowance benefit will not have severance pay reduced or increased as a result of these benefits

Article 21 Leave of Absence Without Pay

- 21:01** The Corporation may grant reasonable leave of absence without pay to an employee for valid reasons upon receipt of a written request submitted to the employee's immediate supervisor.
- 21:02** Leave of absence without pay will not be granted to an employee for the purposes of seeking alternative employment.
- 21:03** An employee may be granted a leave without pay for a maximum period of one (1) year. Leave of absence without pay must be recommended by a Divisional Director to the Executive Director Human Resources for approval.
- (a) An employee who is granted a leave of absence without pay for a period of six (6) months or less shall return to the position held immediately prior to going on leave. For leaves in excess of six (6) months the employee shall return to the position held immediately prior to going on leave or a like position and at the same step in the pay grade they were at prior to taking their leave.
 - (b) An employee will retain bidding rights on internal job postings for the length of this approved leave on the provision that the employee must be available for work within four (4) weeks of accepting the position.
- 21:04** Employees suffering from long illness shall be granted a leave of absence without pay to satisfy the long term disability waiting period, and any appeals, when all sick leave credits and vacation credits have been expended.
- 21:05** Except as otherwise provided in this Agreement, when on leave without pay, employees shall not be entitled to earn vacation leave, sick leave, seniority, increments, or statutory holidays, but they will retain any vacation leave, sick leave, and credit toward increments which they had earned up to the time the leave of absence without pay was granted.
- (a) For calculation purposes those employees who receive authorized leaves of absence without pay shall have their increment date advanced on the following basis:

Length of Absence	Amendments to Increment Date
Absences of 1 to 30 consecutive calendar days:	no change
Absences from 31 - 60 consecutive calendar days:	1 month advance
Absences from 61 - 90 consecutive calendar days:	2 months advance
Absences from 91 - 120 consecutive calendar days:	3 months advance
Employees away for more than 121 consecutive calendar days:	annual increment date extended on a prorated basis as indicated above

- (b) The accumulation period for adjusting increment dates shall commence on the day following the employee's established increment date and terminate twelve (12) months following or on the new increment date, whichever is greater at which time the total accumulation be reduced to zero (0).

21:06 Employees shall be granted up to one (1) day leave without pay per year for the purpose of moving from one residence to another.

21:07 Employees may apply to their Divisional Director to elect to defer salary to be paid during a period of leave of absence, in accordance with the provisions outlined in the Self Funded Leave Plan. This leave of absence must be recommended by the Divisional Director to the Executive Director of Human Resources for approval.

Leave of Absence Respecting Elections

21:08 The Corporation recognizes the right of an employee to participate in elections and therefore upon written request to the Executive Director Human Resources shall grant leave of absence without pay as follows:

- (a) Where an employee is nominated as a candidate in a Federal or Provincial general election or by-election, they shall be granted leave for the period commencing on the day on which the writ for the election is issued and ending ninety (90) calendar days after the day on which the results of the election are officially declared; and

- (b) Where an employee is a candidate in a Municipal election, they shall be granted leave for a period of not more than three (3) months.

Compassionate Care Leave

21:09 An employee shall receive compassionate care leave without pay to provide care or support to a seriously ill family member, subject to the following conditions:

- (a) An employee must have completed at least (30) days of employment as of the intended date of leave.
- (b) An employee who wishes to take a leave under this section must give the Employer notice of at least one (1) pay period, unless circumstances necessitate a shorter period.
- (c) An employee may take no more than two periods of leave, totalling no more than **twenty-eight (28) weeks**, which must end no later than **fifty-two (52) weeks** after the day the first period of leave began. No period of leave may be less than one (1) weeks duration.
- (d) For an employee to be eligible for leave, a physician who provides care to the family member must issue a certificate stating that:
- (i) A family member of the employee has a serious medical condition with a significant risk of death within twenty-six (26) weeks from:
- (A) The day the certificate is issued, or
- (B) If the leave was begun before the certificate was issued, the day the leave began; and
- (ii) The family member requires the care or support of one or more family members.
- (iii) The employee must give the Employer a copy of the physician's certificate as soon as possible.
- (e) A family member for the purpose of this article shall be defined as:
- (i) A spouse or common-law partner of the employee;

- (ii) A child of the employee or a child of the employee's spouse or common-law partner;
 - (iii) A parent of the employee or a spouse or common-law partner of the parent.
 - (iv) Any other person described as family in the applicable regulations of the Employment Standards Code.
- (f) **An employee may end their compassionate leave earlier than first indicated by giving the Employer at least forty-eight (48) hours' notice. Where an employee has been provided necessary time off under this section, and where the employer has made arrangements for alternate staffing for covering the anticipated absence, the employer shall have the right to end the backfill scheduled to cover the anticipated absence without additional cost.**
- (g) In the event that the death of a family member occurs during this period of leave, Compassionate care leave ceases immediately and the employee shall be eligible for Bereavement Leave as outlined in Article 19.
- (h) Seniority will accrue as outlined in Article 9.08.

Leave Related to Critical Illness of a Child

21:10 An employee shall receive a leave of absence without pay related to critical illness of a child for up to thirty-seven (37) weeks to provide care or support for a critically ill child who is under eighteen (18) years old, subject to the following conditions:

- (a) An employee must have completed at least thirty (30) days of employment as of the intended date of leave and are a parent of a critically ill child under eighteen (18) years old.
- (b) A parent for the purpose of this Article shall be defined as:
 - (i) A parent of a child;
 - (ii) The spouse or common-law partner of a parent of a child;

- (iii) A person with whom the child was placed for the purposes of adoption;
 - (iv) The guardian or foster parent of a child; or
 - (v) A person who has the care, custody or control of a child, and is considered to be like a close relative, whether or not they are related.
- (c) An employee who wishes to take a leave under this Article must give the Employer notice of at least one (1) pay period, unless circumstances necessitate a shorter period.
- (d) For an employee to be eligible for leave, a physician who provides care to the child must issue a certificate stating that:
- (i) The child is under eighteen (18) years old;
 - (ii) The child has a life-threatening illness or injury;
 - (iii) The child requires continued parental care or support;
 - (iv) The period of time the child requires the continued parental care or support;
 - (v) The employee must give the Employer a copy of the physician's certificate as soon as possible.
- (e) An employee may end their critically ill child leave by giving the Employer at least one (1) pay period's notice before they wish to return to work. Where an employee has been provided the necessary time off under this Article, and where the Employer has backfilled the position by temporary assignment, the Employer shall have the right to end the backfill.
- (f) In the event that the death of the child occurs during this period of leave, critical illness of a child leave ceases immediately and the employee shall be eligible for bereavement leave as outlined in Article 19.
- (g) Seniority will accrue as outlined in Article 9:08.

- 21:11** (a) Employees on a leave related to critical illness of a child or compassionate care leave will have their supplemental health benefits coverage and long term disability coverage maintained.
- (b) Employees on a leave related to critical illness of a child or compassionate care leave will have the option to prepay for their coverage for group life and optional life insurance.

21:12 **Leave Related to Critical Illness of an Adult**

An employee shall receive a leave of absence without pay related to critical illness of an adult for up to seventeen (17) weeks to provide care or support for a critically ill adult who is a family member of the employee, as the term “family member” is defined in The Employment Standards Code and the Employment Standards Regulation, subject to the following conditions:

- (a) **An employee must have completed at least thirty (30) days of employment as of the intended date of leave.**
- (b) **An employee who wishes to take a leave under this Article must provide the Employer notice of at least one (1) pay period, unless circumstances necessitate a shorter period.**
- (c) **For an employee to be eligible for leave, a physician, who provides care to the adult, must issue a certificate stating that:**
- (i) **The adult is critically ill and requires the care or support of the employee; and**
 - (ii) **Setting out the period during which the adult requires that care or support,**
 - (iii) **And the employee must provide the physician’s certificate to the Employer as soon as possible.**
- (d) **An employee may end their leave early by providing the Employer at least one (1) pay period’s notice before they wish to return to work. Where an employee has been provided the necessary time**

off under this Article, and where the Employer has backfilled the position by temporary assignment, the Employer shall have the right to end the backfill.

- (e) In the event that the death of the adult occurs during this period of leave, critical illness of an adult leave ceases immediately.
- (f) Seniority will accrue as outlined in Article 9:08.

21:13 Interpersonal Violence Leave

- (a) An employee who is a victim of interpersonal violence and has been employed for at least ninety (90) days is entitled to both of the following interpersonal violence leaves in each fifty-two (52) week period:
 - (i) Leave of up to ten (10) days, which the employee may choose to take intermittently or in one (1) continuous period; and
 - (ii) Leave of up to seventeen (17) weeks to be taken in one (1) continuous period.
- (b) An employee may take an interpersonal violence leave only for one (1) or more of the following purposes:
 - (i) To seek medical attention for the employee or the employee's child in the respect of a physical or psychological injury or disability caused by the domestic violence;
 - (ii) To obtain services from a victim services organization;
 - (iii) To obtain psychological or other professional counseling;
 - (iv) To relocate temporarily or permanently;
 - (v) To seek legal or law enforcement assistance, including preparing for or participating in any civil or criminal legal proceeding related to or resulting from the domestic violence;
 - (vi) Any other prescribed purpose.
- (c) Subject to section 21:12(d), leave taken under this Article is unpaid leave.

- (d) An employee shall be granted up to five (5) days of paid interpersonal violence leave in each fifty-two (52) week period, provided that when giving notice under section 21:12(e) the employee notifies the Employer which days, if any, are to be paid leave. An employee shall be required to first use any available family leave days under Article 22:03 and any available sick leave days under Article 27, which days shall count towards the five (5) days of paid interpersonal violence leave to which the employee is entitled.
- (e) An employee who wishes to take leave under this Article must provide as much notice as is reasonable and practicable to the Employer.
- (f) An employee may end their leave early by providing the Employer at least one (1) pay period's notice before they wish to return to work. Where an employee has been provided the necessary time off under this Article, and where the Employer has backfilled the position by temporary assignment, the Employer shall have the right to end the backfill.
- (g) In the event that the death of the adult occurs during this period of leave, critical illness of an adult leave ceases immediately.
- (h) Seniority will accrue as outlined in Article 9:08.

Article 22 Leave of Absence With Pay

22:01 Leave of absence with pay for the required period of absence shall be granted to an employee who is:

- (a) summoned for jury selection;
- (b) summoned for jury duty;
- (c) receives a summons or subpoena to appear as a witness in a court proceeding as a result of their position with the Corporation;

- (d) receives a summons or subpoena to appear as a witness in a court proceeding to an accident or assault not occasioned by the employee's private affair;
- (e) employees are not eligible for a leave of absence with pay when they receive a summons or subpoena to appear in a court proceeding occasioned by the employee's private affairs.
- (f) The employee shall turn over to the Corporation any jury or witness fees received.

22:02 An employee will be entitled to reasonable leave without loss of pay for the following:

- (a) Attend formal hearing to become a Canadian citizen;
- (b) Full period of any quarantine provided the employee has not been infected by such illness that results in quarantine;
- (c) Attending to serious family matters involving critical illness or injury to immediate family members requiring the immediate attention of the employee.

Family Leave

22:03 The Corporation recognizes that from time to time employees may be required to absent themselves from work because of family responsibilities, including but not limited to family and household emergencies and family illness, and therefore agrees to allow employees to take paid leave without prior authorization in each fiscal year, to attend to family related matters. Family leave may also be utilized for religious holidays not recognized in Article 26.

- (a) If employees know they will be taking family leave in advance, they should notify their supervisor at the earliest opportunity, otherwise within thirty (30) minutes after the normal hour of beginning work or as soon as possible thereafter indicating the reason therefore and the probable duration of absence. Family leave will not be unreasonably taken nor will it be unreasonably questioned or denied.

- (b) The maximum amount of family leave an employee may take in any calendar year is thirty-six and one-quarter (36¹/₄) hours, except for employees who fall under Articles 23:02 and 23:06 who may take forty (40) hours in any year, and shall be charged to sick leave and vacation in that order. These days shall not be carried over.
- (c) For the purpose of granting family leave, family is defined as outlined in Articles 19:02 and 19:04.

22:04 In the event of a disagreement with the department manager as to an employee's eligibility, the Executive Director Human Resources shall deliver a ruling on behalf of the Corporation without delay.

Article 23 Hours of Work

23:01 All employees will fall within one (1) of the following categories of work:

- (a) **Category A – Normal office hours;**
- (b) **Category B – Eighty (80) hours of work biweekly, Monday to Sunday;**
- (c) **Category C – seventy-two and one-half (72.5) hours of work biweekly, Monday to Saturday;**
- (d) **Category D – twenty-four(24) hour operations;**
- (e) **Category E – Service Centre Operations in Winnipeg.**

Any deviations from the normal work week or hours of work currently implemented by the Corporation must be made upon mutual agreement between the Corporation and the Union, except in the case of an emergency. Any deviations from the posted schedule may be implemented by the Corporation based on operational requirements upon the provision of seven (7) days' notice to the impacted employee(s), except in the case of an emergency.

23:02 All employees shall come within Category A except employees in the following classifications and/or the following work locations who shall be categorized as set forth below:

Category B

- **Vehicle Control Clerk**

Category C

- **Driver Education Liaison Officer**
- **Driver Education Course Coordinator**
- **Driver Training Administrator**
- **Driver Training Officer**
- **Community Relations Specialist**
- **Supervisor, Community Relations**
- **Contact Centre Operations**
- **IT Service Desk**
- **Driver Education and Training Clerk**

Category D

- **IT Operations Administrator**

Category E

- **Service Centres in Winnipeg**

23:03 **Category A**

Normal office hours shall be 8:30 a.m. to 5:00 p.m., Monday to Friday inclusive each week.

The normal work day shall be seven and one-quarter (7.25) hours per day which will include rest periods but exclude a one and one-quarter (1.25) hours meal break.

23:04 Category B

The normal work day shall be eight (8) consecutive hours and the normal work week five (5) consecutive days with two (2) consecutive days off or any other shift schedule mutually agreeable to the parties. Scheduled shifts will span 8:00 a.m. to midnight Monday to Sunday.

Category B employees shall have a forty-five (45) minute meal break but shall remain in the general work area and be available for duty should the need arise.

23:05 Category C

(a) The normal work week will be Monday to Sunday. The normal hours of work for Category C employees will be:

Monday through Friday 7:00 a.m. to 10:00 p.m.

Saturday 8:00 a.m. to 6:00 p.m.

Sunday hours of 10:00 a.m. to 6:00 p.m. may be implemented for Customer Care Agent 2s in the event the Independent Brokers Association of Manitoba (IBAM) requests a Sunday operation, to provide assistance for their operations.

(b) The normal hours of work for full-time employees will be seventy-two and one-half (72.5) hours biweekly with two (2) consecutive days off per week except for full-time Contact Centre Operations employees who are scheduled to work on a Saturday.

(c) Hours of work for part-time employees will be up to seven and one-quarter (7.25) hours per day with a minimum of seven and one-quarter (7.25) hours per work week with a minimum of three (3) hours per shift.

(d) Employees will not be required to work more than seven (7) consecutive days, unless mutually agreed to between the Corporation and the employee.

- (e) Hours and days of work will be scheduled to meet operational requirements. Employee preferences will be a consideration; where employee preferences cannot be accommodated, the Corporation will endeavour to schedule hours as equitably as practical on a rotational basis.
- (f) Where the Corporation finds it necessary to schedule employees to work on a holiday, such scheduling will be done on an equitable basis.
- (g) Full time contact centre employees, excluding Supervisors, Customer Care Lead and Customer Care Agent 2s will not be required to work more than ten (10) weekends in any calendar year, except as outlined in Memorandum of Agreement #2.
- (h) Employees who are not at work and who are requested to work hours that they were not scheduled to work and accept such work will be paid a minimum of three (3) hours pay. The Corporation will endeavour to offer such hours to employees on an equitable basis.
- (i) Unless an employee is expressly authorized to work overtime, any switch in shifts requested by employees and approved by the Corporation shall not result in overtime costs to the Employer.

23:06 Category D

- (a) The normal work week will consist of seven (7) consecutive days beginning at 00:00 hours on Monday and ending at 24:00 hours on Sunday.
- (b) The day is a twenty-four (24) hour period commencing at 00:00 hours.
- (c) Category D employees who are scheduled forty (40) hours per week will be allowed a forty-five (45) minute meal period but shall remain in the general work area and be available for duty should the need arise.

- (d) Employees will have two (2) consecutive days off in each week, unless mutually agreed to between the Corporation and the employee.

23:07 Category E

- (a) The normal hours of work for Category E employees working at the King Edward Street, St. Mary's Road and CityPlace Service Centres will be:

Monday through Friday 9:00 a.m. to 5:00 p.m.

The normal shift schedule will be seven and one-quarter (7.25) hours per day not to exceed thirty six and one-quarter (36.25) hours per week.

- (b) The normal hours of work for Category E employees working at the Main Street, Gateway and Bison Service Centres will be:

Monday through Saturday 7:30 a.m. to 6:00 p.m.

The normal shift schedule will be no greater than four (4) ten and one-half (10.5) hours per day not to exceed thirty six and one-quarter (36.25) hours per week.

- (i) Employees who work a ten and one-half (10.5) hour day shall be entitled to one (1) rest period of twenty (20) minutes for every four and one-half (4.5) hours of working during normal working hours. This does not apply during overtime.
- (ii) The normal shift schedule will consist of one (1) shift working Monday to Thursday, and the second shift working Wednesday to Saturday with a rotation every four (4) weeks. A third shift may consist of five (5) seven and one-quarter (7.25) hours per day from Monday to Friday.

- 23:08** All employees of the Corporation shall be entitled to one (1) rest period of fifteen (15) minutes each for three (3) hours of work during normal working hours, except as otherwise noted in this Agreement or by Memorandum of Agreement. This does not apply during overtime.
- 23:09** The Corporation may assign employees to work split shifts only upon mutual agreement between the employee and the Corporation.
- 23:10** Schedules for a period of not less than four (4) weeks will be posted at least two (2) weeks before the beginning of the period scheduled.
- 23:11** Except for emergencies, changes to the posted schedule may only be made by mutual agreement of affected employees and Manager or designate.
- 23:12** Shift Premiums
- (a) An employee who works a straight time shift where one-half ($\frac{1}{2}$) or more of the hours are worked between 4:30 p.m. and 5:00 a.m. shall receive an evening shift premium for the shift of ten dollars (\$10.00).
 - (i) An employee shall receive a weekend premium for all regular hours worked or portions thereof on a Saturday or Sunday. The weekend premium shall be two dollars (\$2.00) per hour.
 - (b) An employee who meets the criteria outlined in Article 23:13(a) and 23:13(a)(i) will be eligible to receive both premiums.

Article 24 Overtime

- 24:01** Every employee who is authorized to work beyond their normal hours on any scheduled day as outlined in Article 23 shall be paid for such additional hours of work at a rate of pay which is one and one-half times ($1\frac{1}{2}x$) the regular hourly pay.
- 24:02** Every employee who works on their first scheduled day of rest shall be paid for the first four (4) hours of work at a rate of pay which is one and one-half times ($1\frac{1}{2}x$) their regular hourly pay and for all hours in excess of four (4) hours they shall be paid at a rate of pay which is two times ($2x$) their regular hourly pay.

- 24:03** Every employee who works on their second and/or third scheduled day of rest, shall be paid for such hours at a rate of pay which is two times (2x) their regular hourly pay.
- 24:04** An employee may with the approval of the Corporation, elect to receive time off in lieu of overtime pay, at a time that is mutually agreeable to the Corporation and the employee. Time in lieu will be taken at appropriate overtime rate.
- 24:05** If employees are called back to work, they will be reimbursed for a minimum of three (3) hours overtime at the applicable overtime rate.
- 24:06** Except in the case of emergency situations, an employee shall be given a minimum of twenty-four (24) hours notice of any overtime that may be available.
- 24:07** A meal allowance of nine dollars (\$9.00) shall be paid by the Corporation where employees are in attendance to their work position for three (3) or more hours immediately before or beyond their normal work day. Overtime rates are not applicable to any meal break granted during this overtime period.
- 24:08** In the event of an emergency, employees may be required to work beyond normal hours only on the authorization of the President and CEO or a designated Vice President. All other work beyond normal hours shall be on a voluntary basis.
- 24:09** Overtime shall be offered equitably based on operational requirements to eligible employees.
- 24:10** When employees are scheduled in advance for overtime on a day of rest, and due to operational requirements the overtime is cancelled with less than twenty-four (24) hours notice, the employee will receive two (2) hours of pay at time and one-half (1½x).

Article 25 Vacations

- 25:01** The vacation accrual and utilization year is as outlined in Article 1.

- (a) An employee will accumulate vacation entitlement on regular (straight-time) hours paid in accordance with the following vacation credit schedule:

Year of Corporate Service	Weeks	Vacation Days	Vacation Hours		Accrual Rate Per Hour Based on Accrued Service
			7.25 day	8.00 day	
0 - 4.999	3	15	108.75	120.00	0.0577
5 - 9.999	4	20	145.00	160.00	0.0769
10 - 19.999	5	25	181.25	200.00	0.0962
20+	6	30	217.50	240.00	0.1154

Each employee who completes one (1) year of corporate service by March 31 shall be eligible for vacation leave for a period of three (3) weeks in the vacation year following.

- (b) An employee shall, in the vacation year in which they complete five (5) years of corporate service, and in each succeeding vacation year, receive four (4) weeks' vacation entitlement.
- (c) An employee shall, in the vacation year in which they complete ten (10) years corporate service, and in each succeeding vacation year, receive five (5) weeks' vacation entitlement.
- (d) An employee shall, in the vacation year in which they complete twenty (20) years corporate service, and in each succeeding vacation year, receive six (6) weeks' vacation entitlement.
- (e) Employees who are granted vacation entitlement in accordance with 25:01(b), 25:01(c) or 25:01(d) but who terminate their employment prior to the completion of their fifth, tenth, or twentieth year of corporate service, will have such over-payment of vacation pay deducted from their final pay cheque, prorated for the portion of threshold year of corporate service completed.

25:02 An employee with less than one (1) year corporate service by the end of the current vacation year will be entitled to a vacation entitlement based on accrued service.

- 25:03** Vacation leave may not be taken without permission of the Corporation and it shall normally commence on a Monday.
- (a) With the approval of the Corporation, vacation entitlement may be carried forward to the next year.
- 25:04** Vacation entitlement earned will be increased to the next higher half ($\frac{1}{2}$) if odd fractions of vacation days are accumulated.
- 25:05** Pay will be granted in lieu of vacation on separation from the Corporation. The payment will be on a prorated basis and will reflect the unused vacation entitlement and accruals outstanding for the employee. Where for any reason other than death, an employee leaves the Corporation after having been granted more vacation leave than they have earned in accordance with this Agreement, they shall repay to the Corporation all salary paid for such excess period of leave.
- 25:06** Where the Corporation finds it necessary to cancel all or part of an employee's approved vacation leave, it shall authorize payment of salary in lieu of vacation upon the employee's request, and in addition to all other amounts due such an employee, the salary is to be calculated at the daily rate for each day of vacation, such pay not to be subject to deduction of pension fund contribution or life insurance premiums.
- 25:07** Employees will submit for all or part of their vacation entitlement by March 1 prior to each vacation year.
- (a) Subject to operational requirements, employees in a work location and/or department will be granted preference for vacation leave based on seniority by classification.
- (b) The Corporation will advise employees by March 15 if their vacation is approved.
- (c) Where an employee has not submitted their full vacation entitlement by March 1 of the vacation year, any further vacation requested will be on a first come first served basis, subject to operational requirements.

25:08 Employees who are required to return to work while on vacation shall receive a premium of twenty five dollars (\$25.00) for each day or part of day they work as a result and the vacation day(s) will be reinstated.

25:09 When an employee is absent due to injuries or disabilities for which compensation is paid under the Workers Compensation Act, they shall continue to accrue vacation credits to the end of the vacation year in which the injury or disability occurred.

Article 26 Holidays

26:01 Employees shall receive each year the following paid holidays:

New Year's Day	Labour Day
Louis Riel Day	Thanksgiving Day
Good Friday	Remembrance Day
Easter Monday	After 4½ hours on December 24
Victoria Day	Christmas Day
Canada Day	Boxing Day
Civic Holiday	

National Day of Truth and Reconciliation

Additional proclaimed federal or Provincial holiday(s)

Employees whose religion recognizes a day or days other than those set out above may utilize vacation, leave without pay or family leave to observe such days.

26:02 An employee is eligible for holiday pay in relation to a general holiday unless:

- (a) The employee is absent on his or her first scheduled workday before or after the holiday without the employer's consent; or
- (b) The holiday falls on a day that would normally be a workday for the employee, and the employee:
 - (i) is required or scheduled to work on the holiday; and
 - (ii) is absent on that day without the employer's consent.

26:03 Where a holiday falls within an employee's period of vacation, an additional day vacation shall be granted.

- 26:04** Where December 24 falls on a day other than a Saturday or Sunday, the offices would normally be closed at one o'clock (1:00 p.m.) in the afternoon on that day and that day shall be considered a full working day for the purposes of calculations. There will be no lunch break taken prior to 1:00 p.m. Where the offices are closed at 1:00 p.m., the employees shall be permitted to leave at that time. For all hours worked in excess of four point five (4.5) hours, or beyond 1:00 p.m., the employee shall receive holiday pay.
- (a) When Christmas is observed on a Friday in accordance with 26:05(b) hereof, the time off provision for December 24 shall be observed on the afternoon of Thursday, December 23.
 - (b) When December 24 falls on a Saturday or Sunday, there will be no provision for alternate time. The provisions of Articles 26:05 and 26:06 do not apply to December 24.
- 26:05** For employees working Monday to Friday hours of operation the holiday will be observed as follows:
- (a) When a holiday falls on a Saturday or Sunday, it shall be observed on the following Monday.
 - (b) Where Christmas Day falls on a Saturday it shall be observed on Friday and Boxing Day on Monday.
- 26:06** Employees not working Monday to Friday hours of operation will observe the holiday on the actual date of the holiday.
- 26:07** Where a holiday falls on an employee's day of rest, the employee shall be granted a day off in lieu thereof, at a time mutually agreeable within ninety (90) days of the holiday. If a suitable day cannot be arranged within the ninety (90) day period, the employee shall be paid one and one-half times (1½x) their hourly pay in lieu of the holiday.

Employees working a compressed workweek at Bison, Gateway or Main Street Service Centres are eligible for a nine and three-quarters (9¾) hours in lieu of the holiday provided the holiday falls on the day of rest where the hours scheduled would have been nine and three-quarters (9¾) hours. If the

holiday falls on a day of rest whereby the hours of work would be seven (7) hours then employees are eligible for seven (7) hours of time in lieu of the holiday. If suitable arrangements within ninety (90) days cannot be made employees are eligible to receive seven and one-quarter (7 ¼) hours of pay at one and one-half times (1 ½x) their hourly pay in lieu of the holiday.

26:08 If employees work for any portion of a holiday, they shall select one (1) of the following two (2) options:

Option 1

- Receive two times (2x) their regular pay for the time worked on the holiday, and:
- Receive one (1) day's pay for the holiday

OR

Option 2

- Receive two times (2x) their regular pay for the time worked on the holiday, and:
- Take one (1) day off in lieu of the holiday at a time mutually agreeable.
- If, within ninety (90) days of the holiday, a suitable date as to when the day off will be taken has not been agreed upon, the employee shall be paid for such day at the regular rate of pay. The day agreed upon may be beyond the ninety (90) days in which agreement must be reached as to when it will be taken.

If an employee selects Option 2, they do not receive benefit accrual or pensionable service for the day in lieu.

In either option, the employee is getting no more than three times (3x) their regular rate of pay during the hours worked on a holiday.

26:09 **Where December 31 falls on a regular day of work, where feasible the offices will normally close at three o'clock (3:00 p.m.). No employee will suffer a loss of pay as a result of the closure.**

Employees will maintain their morning break and lunch as scheduled.

Article 27 Sick Leave

27:01 The Corporation shall grant sick leave with pay to an employee.

- 27:02** The sick leave to which an employee is entitled shall accumulate at the rate of one and one-half (1½) days per month.
- 27:03** An employee shall accumulate sick leave credits from date of hire.
- 27:04** In this Article, a year means the period from and including April 1 to and including March 31, following.
- 27:05** Sick leave shall not accumulate during periods when an employee is absent on sick leave for a period more than thirty (30) consecutive calendar days.
- 27:06** Where employees are absent because of sickness or injury they shall endeavour to notify the manager or immediate supervisor of their absence within thirty (30) minutes after the normal hour of beginning work or as soon as possible thereafter indicating the reason therefore and the probable duration of absence.
- 27:07** Where an employee is absent because of illness for more than three (3) days, the Corporation may request a certificate from a qualified medical practitioner, or nurse practitioner, certifying that the employee was unable to work. If the certificate is not produced, the employee will not be entitled to pay other than for the first three (3) days. This certificate may be required at any time during or after the three (3) day period and if the illness is continuing, progressive reports may be required from the medical practitioner.
- 27:08** The Corporation will not require a medical certificate for the first three (3) occurrences of illness, provided each occurrence is for three (3) days or less. For the fourth and succeeding occurrences within a year, the employee may be required to produce a medical certificate regardless of the duration of the illness, and failure to produce the certificate when requested, shall result in the loss of pay for the full period of the absence. The cost of the certificate, if any, shall be paid by the Corporation.

- 27:09** Notwithstanding Article 27:08 the Corporation and the Union have agreed to cooperate in preventing abuse of the sick leave program. Where the Corporation has reasonable grounds to believe that an employee is abusing the program, the employee may be required to undergo a medical examination and substantiate their absence with a medical report provided by a doctor selected jointly by the Corporation and the Union. Costs of such reports shall be borne by the Corporation.
- 27:10** Where an employee is returning to work after an extended medical absence, MPI may, with reasonable notice, request and pay for a medical certificate, or medical consultation and report, from a treating practitioner that confirms the employees ability to return to work in their previous or accommodated position.
- 27:11** The Corporation sick leave plan does not include leave of absence for pregnancy. Absence due to pregnancy shall be subject to provisions of Article 20:01.
- 27:12** Periods of four (4) hours or less for medical and dental appointments will be considered sick leave but not subject to the requirement of the production of a medical certificate and will not be counted as an occurrence.
- 27:13** When the corporation is satisfied that the employee is deemed to have a serious illness / injury while on vacation by a duly qualified medical practitioner, in writing, for a period of five (5) or more consecutive days the corporation shall permit the period of serious illness /injury to be charged to sick leave. The employee must notify the department manager of the serious illness / injury as soon as practicable after returning from vacation. The corporation will arrange for re-scheduling of the number of days charged to unused sick leave as vacation entitlement at an alternate time.
- 27:14** Misuse of sick leave shall be regarded as a major misdemeanour.

Income Replacement Indemnity

27:15 When an employee is unable to work and is in receipt of an income replacement indemnity (IRI) from the Corporation as a result of an injury incurred in a vehicle accident, the employee may elect to be paid an additional amount, which when combined with the IRI benefit, shall ensure the maintenance of net salary. Such additional amount shall be chargeable to the employee's sick leave credits accrued at the time the employee commenced receipt of the IRI and such additional payment shall be payable until the employee's accrued sick leave credits have been exhausted.

Article 28 Pay Plan

28:01 The provisions of any pay plan insofar as it applies to employees covered by this Agreement, after being mutually agreed upon by both parties hereto, shall be incorporated into and form part of this Agreement and will be known as Appendix "A".

28:02 Where the Corporation deems it necessary to adjust the rate(s) of pay for an existing class of employee(s) or to establish a rate(s) of pay for a new class of employee(s), the procedure for any such amendment or any alteration of the pay plan shall be by joint negotiations between the parties hereto.

Article 29 Pay Administration

29:01 The Corporation shall pay its employees on a bi-weekly basis in accordance with Appendix "A".

29:02 In the event that an employee does not work a full pay period, the calculations of earnings shall be based on the two (2) week rate divided by ten (10) and multiplied by the number of days worked. Employees shall also be paid for any statutory holiday falling within the period for which they are eligible.

29:03 An employee's salary effective the date of promotion, shall be increased to the step in the new pay grade which is two (2) steps higher than their current rate of pay.

- 29:04** Except as provided in Article 29:04(a) an employee shall be entitled to an increment effective the first day of the pay period in which the increment date falls.
- (a) Annual increments as set out in Article 29:04 may be withheld for adequate reasons provided the employee is notified in writing of such intention to withhold at least fourteen (14) calendar days prior to the date of increase. Such notice will itemize the reasons in writing. When the employee has restored their performance at some subsequent date, they will regain their position within the salary scale on a non-retroactive basis. The employee's established increment date shall be adjusted forward by the length of time the increment is to be withheld. The employee's increment date will be re-established as the first of the month in which the increment is to be granted.
- 29:05** The granting of an increment between an employee's increment date does not preclude the possibility of a further increment at the next increment date.
- 29:06** Notwithstanding that an employee is appointed to a position at a salary rate higher than the minimum salary applicable to the position, the employee is entitled to an increment on their increment date, provided their performance is satisfactory to the Corporation.
- 29:07** At the option of the Corporation, it will have the prerogative to grant to an employee at any time designated by the Management of the Corporation an increase in the rate of pay within the pay grade of the employee receiving the increase, and shall be granted only once each year.
- 29:08** Upon promotion where an employee receives more than two (2) steps an employee's increment date shall become the first day of the month following such promotion.

- 29:09** An employee who voluntarily or involuntarily demotes to a lower level classification for which they are qualified shall be placed at the step in the pay grade of the lower level classification equivalent to that which they would have been at if they had always been in the lower classification. The increment date, upon demotion, will be re-established to the date prior to promotion.
- 29:10** Employees appointed to a permanent vacancy as per Article 12:12, and who are not fully qualified, shall have their salary increased as per Article 29:03. This salary will remain in effect until such time the employee is certified in the class as per the provisions of Article 15. Upon becoming certified, the employee will be eligible for increments on their established increment date.
- 29:11** A permanent employee who transfers shall maintain the same step in the salary grade.

Article 30 Temporary Assignments

General Provisions

- 30:01** The Corporation and the Union recognize that for business reasons it is necessary to temporarily assign staff for operational requirements.
- 30:02** If the assignment is for two (2) years or less the individual's position will be held for them.
- 30:03** If the assignment is for two (2) years or greater, the individual's position may, dependent upon the operational requirements, be posted on a permanent basis. If that occurs, the selected individual will be apprised of that and given the option to remain in their base position, or be offered a similar position in the same geographical area at the end of the assignment, at a salary equivalent to that had they not accepted the assignment.

30:04 If an employee accumulates temporary assignments greater than two (2) years consecutively, their base position may be posted as a permanent vacancy. If that occurs, the individual will be apprised of this at that time, and given the option to return to their base position, or be offered the option of returning to a similar position in the same geographical area, at a salary equivalent to that had they not accepted the assignment.

30:05 Applicants who are currently in a temporary assignment, and who apply on another posted temporary assignment may be considered at Management discretion.

Project Appointments

30:06 A Project Position is defined as a non-routine, non-recurring requirement, to perform a specific task or work assignment for an estimated time frame that requires the best mix of qualifications, experience, and fit for the assignment.

- (a) Project Positions may be posted by an expression of interest or filled by temporary appointment without posting.
- (b) The resulting vacancy and the first consequential vacancy if twelve (12) months or greater, and if required to be filled, will be posted in accordance with Article 12. All other consequential vacancies may be filled by appointment or posted by expression of interest if necessary.

General Appointments

30:07 Where a permanent position is temporarily vacant for twelve (12) months or greater, and is required to be filled, it will be posted under the provisions of Article 12 as a temporary assignment. The first consequential vacancy, if twelve (12) months or greater, and if required to be filled, will be posted in accordance with Article 12. All consequential vacancies may be filled by appointment or posted by expression of interest if necessary.

- (a) Permanent positions which are temporarily vacant for a period of less than twelve (12) months may be filled by appointment.
- (b) If an employee is successful to a posting, and the first and second temporary assignments exceed two (2) years, Article 30:03 will apply.

- 30:08** Where an employee in one (1) class is required by management to fill a position of a higher class for a minimum period of one (1) day per occurrence in any calendar year, they shall be paid at the rate of pay in the higher class for the entire period. This rate shall exceed their present salary by at least one (1) full increment.
- 30:09** When an employee is temporarily appointed to a higher class by a Manager, in writing, the employee shall be paid the rate of pay of the higher class from the date of such appointment, which is a minimum of one (1) full increment greater than their rate of pay in the lower class.
- 30:10** An employee on temporary appointment will receive increments on the basis of their pay in the higher classification provided they meet the minimum requirements. Employees temporarily assigned who do not meet the minimum requirements will receive increments in their lower classification; however, upon attaining minimum requirements, employees will receive increments in the higher classification.
- 30:11** No employee shall receive a reduction in salary as a result of a temporary appointment to the duties or responsibilities of a lower paid position.
- 30:12** **If an employee is requested to return from their temporary assignment before their end date due to operational requirements, and had received a promotional increase, they shall continue to be paid at the higher rate of pay until the end date of the original temporary assignment.**
- 30:13** **Management will allow no more than ten percent (10%) of the Contact Centre employees to be on a temporary assignment outside of the Contact Centre at one (1) time. In order to allow all Contact Centre employees to be considered for opportunities for temporary assignments, a Contact Centre employee can only be extended in the original temporary assignment. The Corporation will on a monthly basis provide the Union with a list of the Contact Centre employees who are on a temporary assignment outside of the Contact Centre.**

Article 31 Retiring Allowance

- 31:01** Employees with ten (10) or more years of corporate service who retire or die shall be entitled to a retiring allowance in the amount of one (1) weeks' pay for each year of accrued service or prorated portion thereof. In the event of the death of an employee, retiring allowance shall be paid to the employee's beneficiary or otherwise to the employee's estate.
- 31:02** Employees with ten (10) or more years of corporate service, who are terminated due to a permanent disability as deemed by Workers Compensation Board, shall be eligible to receive this allowance.
- 31:03** The rate of pay referred to in this section shall be that in effect at the time of retirement or death.
- 31:04** Employees who resign or retire shall be deemed to have terminated their employment with the Corporation for the purpose of fulfilling the requirements under the Civil Service Superannuation Act.
- 31:05** Effective January 1, 2012 any woman who retires and has taken maternity and/or parental leave during her career shall have that time credited to her accrued service for retiring allowances purposes only.
- 31:06** Effective September 18, 2016 any man who retires and has taken parental leave during his career shall have that time credited to his accrued service for retiring allowances purposes only.

Article 32 Northern Allowance and Transportation

- 32:01** Employees required to reside in Thompson, or The Pas, shall receive a Northern Living Allowance of:
- Personnel with Dependents: \$200 every bi-weekly pay period.
Single Personnel: \$175 every bi-weekly pay period.
- 32:02** Eligibility for the above allowances shall be based on the employee's information provided to the Corporation as captured on their benefit record with Human Resources and Accounting Services.

32:03 An employee who retires after ten (10) years of northern service, will upon retirement, be entitled to have their possessions moved anywhere south of the 53rd parallel within Manitoba in accordance with the Corporation's Moving Policy, P11. The employee must advise the Corporation within sixty (60) days of their intention to exercise the provision of this clause. The move must occur within twelve (12) months of such retirement.

32:04 **Northern Transportation**

(a) Employees residing in Thompson or The Pas shall be eligible for the following travel day:

- **Less than five (5) years corporate service – two days (2) per vacation year;**
- **Five (5) years corporate service and less than ten (10) years corporate service - four (4) days per vacation year;**
- **Ten (10) years or more corporate service – six (6) days per vacation year;**
- **Employees will remain eligible to utilize travel days until the completion of the vacation year.**

These days can be used adjacent to days of rest and are not required to be used in conjunction with vacation.

Effective March 20, 2017:

Employees residing in Thompson, or The Pas shall be eligible for the following travel days:

- Less than five (5) years corporate service - two (2) days per vacation year;
- Five (5) years corporate service and less than ten (10) years corporate service - four (4) days per vacation year;
- Ten (10) years or more corporate service - six (6) days per vacation year;
- Employees will remain eligible to utilize travel days until the completion of the vacation year.

(b) Each eligible employee who actually travels by vehicle in conjunction with their vacation shall be eligible for a northern transportation mileage reimbursement which is the lesser of:

- (i) Actual kilometres return by the most direct highway route from the northern location to a location south of the 53rd parallel; or
 - (ii) Actual kilometres return by the most direct highway route from the northern location to Winnipeg; times the prevailing Corporate northern mileage rate for distances up to 10,000 kilometres.
- (c) Each eligible employee who actually travels in conjunction with their vacation by some other means of transportation shall be eligible for a Northern Transportation Reimbursement for actual expenses incurred which is the lesser of 32:04(b)(i) or 32:04(b)(ii) above.
- (d) Employees will be eligible for the mileage or reimbursement above to a maximum of two (2) times per vacation year.

32:05 Northern Sick Leave Travel

- (a) Employees required to reside in Thompson or The Pas, are eligible for two (2) travel days with pay, in each calendar year, to attend non-critical medical appointments not available in that work location.

Effective March 20, 2017

Employees required to reside in Thompson or The Pas, are eligible for four (4) travel days with pay, in each year, to attend non-critical medical appointments not available in that work location.

- (b) Employees required to reside in Thompson or The Pas, are eligible for unlimited travel days with pay to attend medical appointments not available in that work location for life threatening illness or injury.
- (c) Travel time with pay does not include fares, lodging, mileage or other expenses incurred.
- (d) In order to be eligible for the unlimited travel time, employees must be available to work in the location where the appointment is scheduled or alternatively be off on sick leave.

Article 33 Classification

- 33:01** The Corporation shall establish and maintain a position classification plan in which positions of a similar nature, difficulty, and responsibility are included in the same class. Amendments to the classification plan shall be made by the Corporation from time to time as changes in the organization and work assignments require. Written position descriptions for each class of position shall be provided to the Union upon request.
- 33:02** The statement of qualification requirements for each class shall constitute the basis for evaluating qualifications of applicants for entrance into the class.
- 33:03** “Position” is defined as a group of duties and responsibilities assigned by the Corporation which require the full or part-time employment of one (1) person.
- 33:04** “Position Description” is a written description of the typical principle duties of a class, the significant knowledge, abilities, level of responsibility, degree of complexity and skills and qualifications required to perform the duties of the position.
- 33:05** Each employee shall, upon request to their supervisor, receive a position description for their position.
- 33:06** Where the Corporation wishes to establish a new classification or amend an existing classification, the Corporation shall submit to the Union a written proposal which includes the amended or new position description and a proposed rate of pay.
- (a) The Corporation and Union shall meet within **ten (10)** days of receipt of the proposal to negotiate the rate of pay for the classification in question.
 - (b) Where the Union and the Corporation are unable to agree on a rate of pay within five (5) calendar days, the matter shall be referred to the Vice President, **Employee and Community Engagement** and CHRO, within that time frame.

- (c) Within ten (10) calendar days of receiving the proposal, the Vice President, **Employee and Community Engagement** and CRHO shall chair a meeting to review the full reasons of the dispute and provide a written decision within five (5) calendar days.

33:07 The Corporation agrees to allow the Union to submit proposals with respect to the establishment of a new class or an amendment of an existing class. The Union shall submit to the Corporation a written proposal which includes the amended or new position description and the proposed rate of pay.

- (a) The Corporation and Union shall meet within forty-five (45) calendar days of receipt of the proposal to negotiate the rate of pay for the class in question.
- (b) Where the Union and the Corporation are unable to agree on a suitable rate of pay within five (5) calendar days the matter shall be referred to the Vice President, Human Resources and Chief Human Resource Officer per Article 33.06(c).

Article 34 Reclassification

34:01 Where an employee feels that their position is improperly classified, because they feel they are performing the work of an existing higher level classification, they may apply to the Human Resources Department for a review of their position description. Employees are required to submit the following:

- (a) A current position description approved by the department manager;
- (b) Identification of the existing job classification that is being requested and the reasons why that classification is appropriate;
- (c) Any other information in support of the request.

34:02 The Human Resources Department will review the position description and shall within forty-five (45) calendar days of application (as defined in Article 34:01), notify the applicant in writing of the results. Time limits prescribed in this Article may be extended by agreement in writing between the employee, the Corporation and the Union.

- 34:03** Where, as a result of a review of duties, a position is reclassified to a class having a higher maximum salary, and in the opinion of the Corporation, the incumbent of the position has the necessary qualifications and is satisfactorily performing the duties of the position, the Corporation shall promote the incumbent without competition, to the classification.
- 34:04** If upon review, the Human Resources Department confirms an employee's existing classification, the employee may within ten (10) calendar days of receipt of notice, appeal for a review by a committee consisting of one (1) representative from the Union and one (1) representative from the Corporation. If this committee is unable to reach an acceptable decision, the matter will be referred to a neutral third party for a decision. The neutral third party shall be an individual or individuals who are qualified to deal with classification. The decision of the neutral third party shall be binding. If the parties fail to agree on the appointment of the third party, the Minister of Labour will be requested to make the appointment. The costs of the neutral third party will be shared equally by both parties.
- 34:05** If upon review or appeal an employee's classification is found to be lower than the employee's existing classification, the employee will retain their existing classification with no loss of salary or eligibility for increments. When the position is vacated, it will be posted at the lower classification level for competition.
- 34:06** Should an employee's classification be found to be higher than their present classification, and the employee is placed in that higher classification, then their rate of pay for that higher classification shall become effective on the date on which the employee first submitted their request in compliance with Article 34:01.

Article 35 Disciplinary and Employee Reports

35:01 An employee or any staff member of the Union, with the written consent of an employee, shall have the right to examine their corporate personnel file. This will be by appointment during working hours.

35:02 Disciplinary Reports

Any written report concerning disciplinary action shall be shown to the employee concerned and they shall be requested to sign the report indicating they have read it. Refusal to sign shall be signified on the report and the absence of the employee's signature in this circumstance will not render the report invalid. The employee will be given an exact copy of the disciplinary report for their own records and a copy of the disciplinary report shall be forwarded to the Union Office. If the employee has declined Union representation their name will be removed from the report.

(a) Disciplinary action will take place within a reasonable period of time of being aware of the incident. Prior to any disciplinary action being taken, the Corporation will advise the employee of their right to have Union representation. If the employee chooses not to be represented, disciplinary action shall proceed.

If the employee chooses representation, such representation will be provided within a reasonable period of time.

(b) Employees under formal investigation for alleged misconduct shall be informed of their right to have a Union representative present during an investigation meeting. If the employee chooses not to be represented, the investigation meeting shall proceed.

(c) An employee shall have the right to grieve for the removal from their Corporate personnel file any disciplinary report within ten (10) working days of becoming aware of such report.

(d) Any disciplinary report which has been placed on the Corporate personnel file of an employee shall be removed from the file and destroyed after two (2) years has elapsed since the disciplinary action was taken, provided there has been no recurrence of a similar nature.

- (e) Notwithstanding the provisions of Article 35:02(c) any disciplinary report which has been placed on the Corporate personnel file for serious misconduct of an employee shall be removed from the file and destroyed after three (3) years has elapsed since the disciplinary action was taken, provided there has been no recurrence of a similar nature.
- (f) Notwithstanding the provisions of Article 35:02(c), an employee after one (1) year may request a review of the disciplinary report to Human Resources and management may, at its sole discretion, remove and destroy the disciplinary report prior to its elapse from the date the disciplinary action was taken.

35:03 Performance Appraisal Reports

Where a formal appraisal of the employee's performance is made, the employee concerned shall be given the opportunity to review and sign the performance appraisal form upon its completion to indicate that its contents have been read. The employee shall have the right to place their own comments on the form or to append their comments to the form.

Refusal to sign shall be signified on the performance appraisal form and the absence of the employee's signature will not render the performance appraisal invalid. The employee will be given an exact copy of the performance appraisal for their own records on request.

- (a) Where an employee feels that the appraisal of performance is unfair, the employee shall have the right to grieve for an amendment to the performance appraisal. The grievance shall be presented to Step 2 within ten (10) working days of receiving a copy of the appraisal.

Article 36 Dispute Settlements

36:01 During the period that this Agreement remains in effect, the Corporation agrees that it will not cause or engage in any lock-out of its employees, and the Union agrees that it will not call or authorize a strike, sit-down, stay-in, walk-out, work stoppage, curtailment, interference with the operation, picketing or other collective action that will stop or interfere with the activities of the Corporation until all procedures in this agreement or in the Labour Relations Act, for the Province of Manitoba, for the adjustment and settlement of disputes or for avoidance or interruption of work shall have been exhausted.

Article 37 Grievance Procedure

37:01 The parties to this Agreement emphasize the necessity of a satisfactory grievance procedure, the purpose of which is to provide an orderly and effective process for the consideration and prompt resolution of the grievance of employees within the bargaining unit.

37:02 An employee has the right to representation by a Union representative at any stage of the grievance procedure.

37:03 “Grievance” means a complaint in writing in respect to an alleged violation or misinterpretation of an Article under this Agreement, or a violation or misinterpretation of a policy respecting conditions of employment in the Corporation or a violation of Manitoba Law relating to an employee’s employment with the Corporation.

37:04 A grievance must be in writing and may be presented by an employee on their own behalf or by a steward on behalf of a group of employees.

37:05 The written description of the grievance shall clearly indicate the nature of the grievance and the redress sought by the employee or by a steward on behalf of a group of employees.

37:06 At any stage of the grievance procedure, the grievor or the Union representative may clarify the written description of the grievance without changing its substance.

37:07 In the case of a dismissal or suspension the employee shall present their grievance in writing within five (5) working days to Step 2 of the grievance procedure.

In the case of a grievance pursuant to Article 12:14 or Article 35:03(a) the employee shall present their grievance in writing to Step 2 within ten (10) working days of the employee being made aware of the results of the posting or performance appraisal.

37:08 “Policy Grievance” means a grievance presented by the Union. Such grievances shall be instituted at Step 2 to the Executive Director of Human Resources.

37:09 (a) Step 1

Within ten (10) working days after the date of being notified orally or in writing, or on first becoming aware of the action or circumstances giving rise to the grievance, the employee, or Union steward shall present the grievance to the manager or the person authorized, to accept a grievance. The manager or person authorized shall forthwith acknowledge receipt for same and shall discuss the matter with a view to resolving the issue. The manager or person authorized shall issue a decision in writing and shall forward this decision to the employee, or the steward, within ten (10) working days.

(b) Step 2

Where the decision in Step 1 is unsatisfactory to the aggrieved employee, the employee or steward, shall within ten (10) working days of the receipt of the decision in Step 1, or if no decision is received within the time limit specified, present the grievance to the Executive Director Human Resources or the person authorized, through electronic means, who shall acknowledge receipt for same. From the date of such issue of the receipt the Executive Director Human Resources or the Human Resource person designated by the Executive Director Human Resources shall within ten (10) working days, hold a hearing and discuss the matter with the employee and/or Union steward and/or Union representative, and issue a decision in writing within five (5) days to the

employee, with copies to the Union steward and Union representative. In the case of a Policy Grievance presented by the Union under Article 37:08 the Executive Director Human Resources or the person designated by the Executive Director Human Resources shall hold a hearing and issue a decision in writing to the Union within five (5) working days.

(c) Step 3

Where the decision of the Executive Director Human Resources or the Human Resource person designated by the Director is unsatisfactory to the aggrieved employee, the employee and/or Union representative shall within ten (10) working days of the receipt of the decision in Step 2, or if no decision is received within the time limits specified, present the grievance by electronic means to the appropriate Vice President who shall acknowledge receipt for same. From the date of issue of the receipt, the appropriate Vice President or a person designated by them shall within ten (10) working days hold a hearing and discuss the matter with the employee and/or Union representative and issue a decision in writing within five (5) working days of the hearing to the employee with a copy to the Union representative. In the case of a Policy Grievance presented by the Union under Article 37:08, the Vice-President Human Resources and Chief Human Resource Officer shall hold a hearing and issue a decision in writing to the Union within five (5) working days.

(d) Step 4

If the decision of the Vice-President or person designated is not acceptable, the dispute may be referred to arbitration within ten (10) working days of the decision in Step 3.

37:10 All time limits set out above may, by agreement, be extended.

Article 38 Arbitration Procedure

- 38:01** In the event that a grievance is not settled through the grievance procedure to the satisfaction of both parties, such matter shall be the subject of Arbitration in accordance with the provisions set out hereunder.
- 38:02** The procedure for arbitrating grievance shall be the procedure as set forth below:
- (a) Either party, within ten (10) working days of receipt of a final decision by the other party, may give notice of its intention to refer the dispute to arbitration.
 - (b) Where the party initiating the arbitration proceedings wishes to request arbitration by a single arbitrator, the notice referred to in (a) above shall so state.
 - (i) Where the party who receives the notice accepts the request for a single arbitrator, the parties will attempt to reach agreement on the selection of a single arbitrator within ten (10) working days.
 - (ii) Where the party who receives the notice rejects the request for a single arbitrator or where the parties have failed to reach agreement on the selection of a single arbitrator within ten (10) working days, the party initiating the arbitration proceedings may submit the name of its appointee to the Board in accordance with Article 38:02(c) within ten (10) working days.
 - (iii) Where the parties have agreed to a single arbitrator, the single arbitrator shall be considered to be an arbitration board for purposes of this Article.
 - (c) Where the party initiating the arbitration proceedings wishes to request arbitration by a three (3) person board, the notice referred to in subsection (a) above shall contain the name of the first party's appointee to the Arbitration Board.
- 38:03** The party receiving such notice shall within ten (10) working days notify the other party of its appointee to the Arbitration Board.

- 38:04** The two (2) appointees so selected shall within fifteen (15) working days meet and name the neutral third member who shall be the Chairman of the Board.
- 38:05** In the event the Corporation fails to name an appointee, or if the two (2) appointees fail to agree upon a Chairman within the applicable time limits, then at the request of either party, the appointment(s) shall be made by the Minister of Labour.
- 38:06** After the Arbitration Board has been formed by the foregoing procedure, it shall meet and hear the evidence of both sides, and render a decision after completion of the hearing. The decision of the majority shall be the decision of the Board. Where there is no majority decision, the decision of the Chairman shall be the decision of the Board. The decision of the Board shall be final, binding and enforceable on all parties.
- 38:07** The Arbitration Board shall not be empowered to change by its decision any provisions of this Agreement or to set provisions of a new Agreement.
- 38:08** The parties shall each be responsible for the fees and expenses of their appointee. The fees and expenses of the Chairman shall be shared equally by the parties.

Article 39 Conduct of Employees

- 39:01** Personnel shall not be allowed to engage in any undertaking or to become obligated by the acceptance of gifts, or entertainment, which adversely affects the interest of the Corporation.
- 39:02** Each person must observe certain basic rules and regulations with regard to conduct and self-discipline. The areas to be considered would be:
- Dress Code
 - Good Deportment
 - Punctuality and Attendance
 - Ethical Behaviour
 - Satisfactory Office Behaviour

- Satisfactory Response to Authority
- Civil Response to the Public
- Satisfactory Staff Relationships
- Code of Ethics and Business Conduct
- Information Technology Policies and Procedures

39:03 Corporation rules and regulations shall be subject to the following limitations:

- (a) It must not be inconsistent with the terms of this Agreement;
- (b) It must not be unreasonable;
- (c) It must be brought to the attention of the employee affected before the Corporation can act on it;
- (d) The employee concerned must have been notified that a breach of such rule could result in their discharge if the rule is used as a foundation for discharge;
- (e) Such rule should have been consistently enforced by the Corporation from the time the rule was introduced;
- (f) Subject to the foregoing, employees will be required to follow the rules and regulations of the Corporation;
- (g) The Corporation shall forward to the Union a copy of all rules, regulations and policies concerning employees' employment with the Corporation.

Article 40 Uniforms and Protective Clothing

40:01 When required by the Corporation, uniforms and protective clothing such as smocks, safety hats, coveralls, safety footwear, etc., will be supplied by the Corporation at no cost to the employee. The Corporation shall clean and maintain all such clothing.

40:02 After consultation with the Union, the Corporation shall specify the type, quality, style and quantity of uniforms or protective clothing to be provided.

Article 41 Labour/Management Committee

- 41:01** The Corporation and the Union agree to the formation of a Labour/Management Committee in order that matters of mutual concern can be discussed and recommendations made.
- 41:02** The Committee shall meet at the call of either party at a mutually agreeable time. The party requesting the meeting shall forward an agenda with each request.
- 41:03** The Union shall appoint four (4) members (one of whom shall be the Chairperson of the MPIC Component Executive) who are employees of the Corporation and who will not suffer any loss of pay for attendance at Labour/Management Committee meetings. At least one (1) member of the Union staff will be in attendance at all meetings of the Committee and one (1) member from a rural area.
- 41:04** Each party shall appoint a spokesperson who shall co-chair the Committee.
- 41:05** The Committee shall not have jurisdiction over wages or any other matters of collective bargaining including the administration of this Agreement. The Committee shall not have the power to bind either the Union or its members or the Corporation to any decisions or conclusions reached in their discussions. The co-chair will be directly responsible for ensuring that the minutes of the meetings are distributed to both parties and that matters of concern are presented to the respective bargaining principals.

Article 42 Diversity

- 42:01** The Corporation and Union agree that all persons are entitled to equitable treatment and shall not discriminate against the individuals in accordance with Manitoba Human Rights Code.
- 42:02** Both parties recognize the diversity of individuals in the workplace and will work collectively to remove barriers that individuals may face in the employment process and to foster an inclusive workplace.

Article 43 Contracting Out

43:01 No work performed by employees of the Corporation shall be transferred to another agency or contracted out which will result in a decrease in the work force of the Corporation.

Article 44 Technological, Procedural or Operational Changes

44:01 The Corporation shall provide the Union with as much notice as possible of changes in equipment, automation procedures or operations which may have substantial effect on employees within the bargaining unit.

44:02 The notice referred to in Article 44:01 shall be in writing and shall state:

- (a) The nature of the change;
- (b) The approximate day on which the Corporation proposes to effect the change;
- (c) The approximate number and type of employees likely to be affected by the change; and
- (d) The effect that the change is likely to have on the terms and conditions or security of employment of the employees affected or the alteration that is likely to be made to the basis upon which the Collective Agreement was negotiated.

44:03 Where such notice is given, the Union may meet with the Corporation to review and/or negotiate provisions into the Agreement which are related to the effects of the technological, operational or procedural change.

44:04 Either party, within ten (10) working days of failure to resolve such dispute by negotiation, may give notice of its intention to submit the dispute to Arbitration. Such notice shall include the name of that party's appointee to the Arbitration Board.

44:05 The party receiving such notice shall within ten (10) working days notify the other party of its appointee to the Arbitration Board.

- 44:06** The two (2) appointees so selected shall within fifteen (15) working days meet and name the neutral third member who shall be the Chairperson of the Board.
- 44:07** In the event the Corporation or Union fails to name an appointee or if the two (2) appointees fail to agree upon a Chairperson within the applicable time limits, then at the request of either party, the appointment(s) shall be made by the Chief Justice for the Province of Manitoba.
- 44:08** After the Arbitration Board has been formed by the foregoing procedure, it shall meet and hear the evidence of both sides, and render a decision after completion of the hearing. The decision of the majority shall be the decision of the Board. The decision of the Board shall be final, binding and enforceable on all parties.
- 44:09** The Arbitration Board shall be empowered to set provisions on only those matters in dispute which have been referred to the Board.
- 44:10** The parties shall each be responsible for the fees and expenses of their appointee. The fees and expenses of the Chairperson shall be shared equally by the parties.

Article 45 Respectful Workplace

- 45:01** The Corporation and Union agree that every employee shall be entitled to a respectful, healthy, and safe workplace, and are entitled to equal employment opportunity; no form of harassment, **including bullying or sexual harassment, unlawful discrimination** or workplace violence shall be tolerated or condoned in the workplace. It is agreed that both parties will work together to recognize and deal with any issues when they arise. Rules and procedures concerning respectful workplace are as per the Corporation's Respectful Workplace Directive, as it may be amended from time to time.

- 45:02** “Harassment” is defined as a course of abusive and unwelcome conduct or comment that is based on one or more of the protected characteristics, including ancestry, national origin, ethnic origin, religious belief, age, colour, sex, including pregnancy, gender-determined characteristics, sexual orientation, political belief, marital or family status, source of income or physical or mental disability. It is any behaviour that degrades, demeans, humiliates, intimidates or embarrasses an individual and that a reasonable person knew, or should have known, would be unwelcome. It can also be objectionable conduct that creates a risk to the health of a worker, or severe conduct that adversely affects the psychological or physical well-being of a worker.
- 45:03** “Disrespectful behaviour” or “personal harassment” consists of objectionable and unwelcome comments or conduct which:
- (a) Are directed at an individual;
 - (b) Serve no legitimate work purpose; and
 - (c) have the effect of interfering with work performance or creating an intimidating, humiliating or hostile environment.
- 45:04** “Discrimination” is treating an individual or group differently, to their disadvantage and without reasonable cause, on the basis of a group characteristic.
- 45:05** “Workplace violence” is defined as the attempted or actual exercise of physical force against another individual, and any threatening statement or behavior that gives an individual reasonable cause to believe that physical force will be used against him or her.
- 45:06** All complaints, investigations, hearings and information about complaints and investigations be treated with the utmost confidence. Any breach of confidentiality may be subject to disciplinary proceedings. **Complaints will be addressed in a timely manner.**
- 45:07** Any retaliation, retribution whether it be overt, covert, or physical, towards any employee who has:

- (a) Brought forward a complaint;
 - (b) Given evidence in an investigation; or
 - (c) Been accused of having violated the Respectful Workplace policy,
- shall be considered to have committed harassment and be subjected to disciplinary action.

45:08 A complaint which is shown to have been made for frivolous, malicious, or vexatious reasons may result in disciplinary action being taken against the complainant.

Article 46 Bridging of Service

46:01 An employee who resigns from the Corporation as a result of the employee's decision to raise a dependent child or children and is considered by the Corporation for re-employment, shall be credited with sick leave and long service vacation entitlement benefits subject to the following conditions:

- (a) The decision to re-employ shall be at the sole discretion of the Corporation;
- (b) The employee must have accumulated at least five (5) years of corporate service at the time of resigning;
- (c) The resignation itself must indicate the reasons for resigning and must specify the employee's intent to seek consideration for re-employment under the provisions of this Article;
- (d) The break in employment shall be for no more than five (5) years, and during that time the employee must not have engaged in remunerative employment for more than three (3) months in any one (1) year;
- (e) Employees who are re-employed shall be required to serve the normal probationary period;
- (f) Upon successful completion of the probationary period the employee will be credited with their accumulated sick leave at the time of resignation to a maximum of twenty-six (26) days and with their long service vacation entitlement.

46:02 It is agreed by the parties that the provisions of Article 46:01 do not restrict, prohibit, limit or in any other way encumber the Corporation from re-employing any former employee who the Corporation may wish to re-employ.

Article 47 Supplemental Health Plans

47:01 The Corporation shall provide the following Flex Benefits Plan for full-time permanent employees.

	Option 1	Option 2	Option 3	Option 4	Option 5
Health	100% Ambulance / Semi-Private Hospital	100% Ambulance / Semi-Private Hospital	100% Ambulance / Semi-Private Hospital	100% Ambulance / Semi-Private Hospital	\$100 Ambulance / Semi-Private Hospital
		50% Drugs	80% Drugs	80% Drugs	90% Drugs
		50% Other*	80% Other*	90% Other*	70% Other*
		\$5 Dispensing Fee Cap	\$5 Dispensing Fee Cap	\$5 Dispensing Fee Cap	Dispensing Fee Deductible
		\$350/yr max Paramedical Treatments	\$350/yr max Paramedical Treatments	\$450/yr max Paramedical Treatments	\$350/yr max Paramedical Treatments
		Effective January 1, 2017: \$500/yr max Paramedical Treatments	Effective January 1, 2017: \$500/yr max Paramedical Treatments	Effective January 1, 2017: \$600/yr max Paramedical Treatments	Effective January 1, 2017: \$500/yr max Paramedical Treatments
		\$5,000 Private Duty Nursing	\$3,000 Private Duty Nursing	\$10,000 Private Duty Nursing	\$3,000 Private Duty Nursing
		\$25,000 Travel Health	\$25,000 Travel Health	\$25,000 Travel Health	\$25,000 Travel Health
		\$1000 Psychologist	\$1000 Psychologist	\$1000 Psychologist	\$1000 Psychologist
		\$500 Athletic Therapy	\$500 Athletic Therapy	\$500 Athletic Therapy	\$500 Athletic Therapy

	Option 1	Option 2	Option 3	Option 4	Option 5
		Hearing Aids \$750/5 yrs	Hearing Aids \$750/5 yrs	Hearing Aids \$750/5 yrs	Hearing Aids \$750/5 yrs
Dental	No Coverage	50% Basic 50% Major 50% Ortho \$1,750/yr max for Basic / Major / Patient \$2,000 Lifetime max Ortho / Patient Current Fee Guide	80% Basic 70% Major 50% Ortho \$1,750/yr max for Basic / Major / Patient \$2500 Lifetime max Ortho / Patient Current Fee Guide	90% Basic 60% Major No Ortho \$1,750/yr max for Basic / Major / Patient Current Fee Guide	80% Basic 60% Major No Ortho \$1,750/yr max for Basic / Major / Patient Current Fee Guide
Vision	No Coverage	\$375 / person / 24 months Effective Feb 28, 2022: \$500/ person / 24 months	\$400 / person / 24 months Effective January 1, 2017: \$500 / person / 24 months	\$400 / person / 24 months Effective January 1, 2017: \$500 / person / 24 months	\$350 / person / 24 months Effective Feb 28, 2022: \$500/ person / 24 months
HSA	\$1,175 Single \$2,225 Family Effective January 1, 2017: \$1,350 Single \$2,400 Family	\$775 Single \$1,115 Family Effective January 1, 2017: \$950 Single \$1,290 Family	\$650 Single \$650 Family Effective January 1, 2017: \$825 Single \$825 Family	\$500 Single \$525 Family Effective January 1, 2017: \$675 Single \$700 Family	\$600 Single \$700 Family Effective January 1, 2017: \$775 Single \$875 Family
Glucose Flash Monitoring system	\$4000	\$4000	\$4000	\$4000	\$4000

*Other Medical includes hard durable medical equipment, such as wheelchairs, and oxygen equipment; wigs, etc., to varying maximums depending on benefit.

47:02 The Corporation shall provide the following benefit plan for term employees, following completion of six (6) months continuous employment:

Term Employee	
Health	
Ambulance/Semi-Private Hospital	100%
Drugs	70%, \$5 dispensing fee cap
Physiotherapy	70% to \$300/yr
	Effective January 1, 2017:
	70% to \$425
Chiropractic	70% to \$300/yr
	Effective January 1, 2017:
	70% to \$425
Psychologist	70% to \$300/yr
	Effective January 1, 2017:
	70% to \$425
Other*	70%
Vision	\$150/person/24 months
	Effective January 1, 2017:
	\$200/person/24 months
Dental	
Basic	70%
Major	50%
B/M Maximum	\$1,000/yr/patient
HSA	\$300
	Effective January 1, 2017: \$475

*Other Medical includes hard durable medical equipment, such as wheelchairs, and oxygen equipment; wigs, etc., to varying maximums depending on benefit.

47:03 The Corporation agrees to provide a Health Spending Account (HSA) of three hundred fifty dollars (\$350) per calendar year for those employees retiring after September 27, 2008.

- 47:04** The Corporation will administer and finance the Long Term Disability Plan (LTD). Any changes to the plan will only be implemented by mutual agreement by the parties hereto.
- (a) Those employees who are on involuntary leave of absence due to illness or disability and have expended their sick leave will continue to have their LTD premiums paid by the Corporation until such time they are eligible to commence receipt of benefits from the plan.
 - (b) Employees on voluntary leave of absence without pay, where eligible, will be allowed to continue payment of premiums for LTD provisions at their own cost.
 - (c) Notwithstanding the provisions of Article 47:04(b) the Corporation will continue to pay premiums on behalf of an employee who is on leave of absence without pay to a maximum of thirty (30) consecutive calendar days for each leave taken, except as provided in Article 20:05.
- 47:05**
- (a) Employees who are on involuntary leave of absence due to illness or disability will continue to have their flexible benefit plan coverage under their existing option of the time of leave, paid by the Corporation.
 - (b) Employees on voluntary leave of absence without pay, where eligible, will be allowed to continue payment of their flexible benefit plan coverage under their existing option of the time of leave at their own cost.
 - (c) Notwithstanding the provisions of Article 47:05(b) the Corporation will continue to pay for flexible benefit plan coverage on behalf of an employee who is on leave of absence without pay to a maximum of thirty (30) consecutive calendar days for each leave taken, except as provided in Article 20:05 and 21:11.
- 47:06** The Corporation will provide an Employee Assistance Program (EAP) to all employees and their dependents.
- 47:07** The Corporation will provide travel health benefits to all eligible employees and their dependents.

47:08 All benefit plans outlined in this agreement are subject to plan exclusions and limitations.

Article 48 Standby

48:01 An employee who has been designated by the Corporation to be available on standby during off duty hours, shall be entitled to payment of twenty-three dollars (\$23.00) for each twenty-four (24) hour period or less of standby on a regular working day.

- (a) For standby on a day of rest or on a paid holiday that is not a working day, the payment shall be thirty-eight dollars (\$38.00) for each twenty-four (24) hour period or less.

Returning to the Work Location

48:02 To be eligible for standby payment, an employee designated for standby duty must be available during the period of standby at a known telephone number or location in the headquarters area at which they may be reached and must be available to return for duty as quickly as possible, normally within thirty (30) minutes, if called or contacted.

48:03 An employee on standby who is entitled to overtime compensation and who is called back to work shall be compensated in accordance with call-out provisions in addition to standby pay.

48:04 For the purpose of this Article, a twenty-four (24) hour period shall be defined as the period from 8:00 a.m. of one (1) day to 8:00 a.m. of the following day.

Working Remotely

48:05 To be eligible for standby payment, an employee designated for standby duty must be available during the period of standby at a known telephone number at which they may be reached and must be available to respond as quickly as possible, normally within fifteen (15) minutes, if called or contacted.

- 48:06** An employee on standby who has the use of a portable computer terminal, tablet, smartphone or other mobile device and is required to perform work without reporting to a work location shall receive a minimum of one (1) hour of overtime at one and one-half times (1½x) the regular hourly rate of pay. Minimum call back Article 24:05 would not apply. If there are additional calls received during the one (1) hour minimum period, payment for additional calls will not apply. If the time spent actually extends beyond one (1) hour, overtime will be paid for actual time spent.
- 48:07** Standby duty will normally be scheduled on a rotational basis for a minimum of one (1) full week with at least two (2) full weeks' notice of such schedule.
- 48:08** **The normal standby hours for employees in the Special Services Unit will include those hours in which the Corporation provides service to customers.**
- 48:09** **Standby duty for employees in the Special Services Unit will normally be scheduled on a rotational basis for a minimum of two (2) consecutive days during a bi-weekly period.**

Article 49 Term Employees

- 49:01** A "Term Employee" is defined as an external person who is hired to work full or part-time hours for a specific time period, or a specific job, or until the assignment is completed.
- 49:02** Term employees hired under the terms of this Agreement will be on probation for six (6) months or one hundred twenty (120) paid days of employment whichever shall last occur, and will not attain any seniority during this period. Upon completion of the probationary period, the employee will be credited with seniority back to the date of hire.
- 49:03** The payment of Union dues will start at the date of hire.
- 49:04** Term employees are eligible to apply for posted vacancies and will only be considered if there are no qualified permanent employees. Following twelve (12) months of employment they will be considered on the same basis as permanent employees.

- 49:05** Term employees will be eligible for the term benefit package as found in Article 47.02 following completion of six (6) months continuous employment.
- 49:06** Term employees with twenty-four (24) consecutive months of employment excluding leaves will be granted permanent status and the Union will be notified of this status change.
- 49:07** Term employees hired for a specific project will be allowed to apply on permanent positions as outlined in Article 49.04 above, however they may be held in their project position until completion of their assignment.
- 49:08** Term employees have no rights of layoff, bumping, or recall nor are they subject to being displaced or bumped during their term of employment, except that a term employee may be terminated earlier than their end date **to accommodate a permanent employee who is being laid off provided that the permanent employee qualifies under Article 16:06(b).**

Article 50 Student

- 50:01** Student employees will not accrue corporate service or Union seniority while employed as a “Student”.
- 50:02** Student employees will be required to work the hours based on the location and position for which they were hired.
- 50:03** Student employees shall be required to pay Union dues effective their start date and will only be eligible for the following benefits and premiums of this Collective Agreement:
- Shift Premiums
 - Overtime
 - Holiday
 - Sick Leave
 - Standby
- 50:04** Student employees will not accrue vacation but will receive their vacation accrual earnings paid out on each bi-weekly cheque based on regular hours worked.

50:05 If the position for which the student is hired does not require specific university or college academic discipline to perform the duties of the position, they will be compensated at **Pay Grade 4, Step 1**.

If the position for which the student is hired requires specific university or college academic discipline to perform the duties of the position, they will be compensated at Pay Grade 6, Step 1.

- (a) Students who return for a second or subsequent term of employment may be granted an additional step in their pay grade.

Article 51 Job Share Employees

51:01 **General Principles**

1. Job Sharing is a voluntary alternative work arrangement whereby the duties and responsibilities of one (1) full-time position may be restructured in a manner that would accommodate the employment of two (2) permanent employees on a fifty-fifty (50/50) work-time sharing basis.
2. The total employment cost to the Corporation for a job-share arrangement shall be no greater than the cost of having the position filled by a full-time employee (one [1] full-time equivalent [FTE]).
3. Each employee is accountable for the whole job and the employees must cooperate with each other in order to accomplish this.
4. The Corporation will inform the Union of new job sharing arrangements in the bargaining unit as they are approved.
5. Job sharing employees shall sign a job sharing agreement letter which outlines the agreed schedule of work and the conditions under which the job share will operate.
6. Employees entering into a job sharing arrangement will not retain any rights to any previous position held.

51:02 Eligibility

7. Job sharing positions are employee initiated and can be requested by any permanent full-time employee who has satisfactory job performance. Employees may voluntarily demote to a job share arrangement.
8. Job sharing employees must have successfully completed their assessment period in the job sharing classification before they will be considered suitable for a job sharing employment arrangement.

51:03 Initiation and Approval

9. An employee requesting approval to establish a job share arrangement should forward their request to their department manager.
10. Approval of job sharing requests are at the discretion of the Department Manager and Divisional Director and will be based on suitability of the position, duties, work unit and operational requirements, and the needs of the participating employees.
11. Job share partnerships must be mutually agreed to by the partners and the department manager.
12. A position may be withdrawn from job sharing by the Corporation if, in the opinion of the Corporation, the job sharing arrangement is not adequately meeting the needs of the Corporation, and a full-time incumbent is required. Thirty (30) days' notice of such job share termination will be given. When this notice is given the affected employees will have all their rights under the Collective Agreement.

51:04 Recruitment and Promotion – Article 12

13. Once a position has been approved for job share in the above defined manner, the vacant half of the position will be filled subject to the provision of Article 12 and sub-articles of the Collective Agreement with the following words stated on the job posting: “This full-time position is being filled by two (2) employees working part-time on a fifty-fifty (50/50) time-shared basis. If you wish to apply for this on a part-time basis, please apply in the normal manner.”(If the Corporation is unable to fill the vacant half of the

position, the job share ends and the remaining employee is expected to fulfill the full-time schedule.)

14. All successful applicants to the full-time permanent position who sign a job sharing agreement letter shall be referred to as job share employees.
15. In the event that one (1) of the employees in a job sharing arrangement can no longer fulfil their obligation as described in the job sharing agreement letter the position would be dealt with in the following manner:
 - (a) The remaining employee in the job share position would have the option of filling the position without posting on a full-time basis;
 - (b) The position would be posted in accordance with Article 12 with the following words stated on the job posting: “This full-time position is currently being filled by two (2) employees working part-time on a fifty-fifty (50/50) time-shared basis. If you wish to apply for this on a part-time basis, please apply in the normal manner.”
 - (c) If no suitable internal applicant is willing to share the full-time position as per Article 12, the remaining employee under (a) above would have a final option to fill the position full-time;
 - (d) If the remaining employee refuses the full-time position, the remaining employee would be deemed to have voluntarily resigned;
 - (e) The job vacancy will be posted and filled as a full-time position as per Article 12.

51:05 Summary of Benefits and Conditions

Benefits will accrue and be expended on a prorated basis as established in the job share agreement letter as signed by the employees.

Job share employees will only be eligible for the benefits specifically identified in this section.

Prorating

For the purpose of calculating benefits, the prorating factor shall be as described in the job share arrangement letter signed by the partners.

Notice

Employees who are working in a job share position shall receive calendar day notice as noted in Article 18.

51:06 Seniority – Article 9

Job share employees will accumulate seniority based on accrued service. Days worked in addition to those stipulated in the Agreement, will accrue towards seniority. Overtime hours are not included.

51:07 Layoff, Bumping, Recall – Article 16

Seniority is to be used for the purpose of this Article.

51:08 Compensation for Injury – Article 17

A job share employee who is eligible for Workers Compensation may use accumulated sick leave credits to supplement Workers Compensation to ensure the maintenance of their regular salary. Salary should be based on the prorated factor.

51:09 Bereavement Leave – Article 19

Job share employees will be eligible for bereavement leave as outlined in Article 19. Such leave will be on a prorated basis calculated by multiplying the number of days the employee would qualify for by the prorating factor.

51:10 Maternity, Parental and Adoptive Leave – Article 20

A permanent job share employee who qualifies for maternity leave may apply for such leave in accordance with either Plan A or Plan B, but not both. The amount of leave granted under this provision is not prorated.

A permanent job share employee who qualifies for parental leave may apply for parental leave SUB plan. The amount of leave granted under this provision is not prorated.

Job share employees will be eligible for leave outlined in Article 20:04, such leave will be on a prorate basis calculated by multiplying the number of days the employee would qualify for by the prorating factor.

51:11 Leave of Absence Without Pay – Article 21

If an employee in a job sharing arrangement must be absent from work for an extended period due to long term illness, the remaining employee may be required to fill the job on a full-time basis until the other employee returns to

work. The remaining employee's benefits will not change during the temporary period of full-time employment.

Job share employees are eligible for a leave of absence without pay related to compassionate care leave or critical illness of a child as outlined in Articles 21:09 and 21:10. The amount of leave granted under this provision is not prorated.

51:12 Leave With Pay – Article 22

Job share employees will be eligible for leave with pay as set out in Article 22. Such leave will be on a prorated basis calculated by multiplying the number of days the employee would qualify for by the prorating factor.

51:13 Hours of Work – Article 23

The daily hours of work will remain unchanged. The normal number of days worked bi-weekly will be as agreed to in the employee's individual employment agreement. Any deviations from the agreed number of days to be worked should be the exception, for example when employees are required to work during periods of high vacation usage or extended sick leave.

Job share employees must work an entire nine and three quarters ($9\frac{3}{4}$), eight (8) or seven and one-quarter ($7\frac{1}{4}$) hour shift to be eligible for shift differential as set out in Article 23:13.

51:14 Overtime - Article 24

Job Share employees must work beyond the normal daily hours of work (i.e. $7\frac{1}{4}$, 8, $9\frac{3}{4}$ hours) per that classification before they are eligible for overtime pay rates as set in Article 24:01. Job share employees will be paid overtime rates as set out in Articles 24:02 and 24:03 only when they have worked at least five (5) days in a week.

51:15 Vacation – Article 25

For the purpose of accruing vacation, accrual rates are in accordance with Articles:

Article	Hours Accrued
25:01(a)	0.0577 per hour based on accrued service

25:01(b)	0.0769 per hour based on accrued service
25:01(c)	0.0962 per hour based on accrued service
25:01(d)	0.1154 per hour based on accrued service

51:16 Holidays - Article 26

An employee will be eligible for pay for a holiday on which they do not work, provided they meet the criteria outlined in Article 26:02.

When an employee is eligible for holiday pay or time in lieu they shall receive an amount calculated by averaging the hours worked in the four (4) week period prior to the holiday multiplied by their regular hourly rate.

51:17 Sick Leave – Article 27

For the purpose of accumulating sick leave in accordance with Article 27:02, one (1) month of accrued service equals one and one-half (1½) days sick leave entitlement accrued at a rate of 0.0692 hours per hour of accrued service).

51:18 Retiring Allowance – Article 31

Employees with ten (10) or more years of corporate service who retire or die shall be entitled to a retiring allowance in the amount of one (1) weeks pay (thirty-six point two five [36.25] hours) for each year of accrued service or prorated portion thereof. In the event of the death of an employee, retiring allowance shall be paid to the employee's estate.

Effective January 1, 2012, any woman who retires and has taken maternity and/or parental leave during her career shall have that time credited to her accrued service for retiring allowances purposes only.

Effective September 18, 2016 any man who retires and has taken parental leave during his career shall have that time credited to his accrued service for retiring allowances purposes only.

51:19 Northern Allowance – Article 32

Job sharing employees who work fifty percent (50%) or more of a normal pay period shall receive the single Northern living allowance rate as outlined in Article 32:01.

51:20 Bridging of Service – Article 46

Five (5) years corporate service will be used in Article 46:01(b) to determine eligibility for Bridging of Service.

51:21 Probation, Assessment and Increment Dates

These dates will be established by applying the relevant prorating factor. Should a job sharing employee be required to work days in addition to those specified in the individual employment agreement, adjustments to the above dates will be affected to reflect the additional service.

51:22 Pay Administration

Job sharing employees shall be paid as hourly based on actual hours worked on a two (2) week delay, on the same pay days as other employees, with the rate of pay being adjusted by the applicable prorating factor.

Supplemental Health Benefits

Extended Health

Same as full-time employee package, only adding a twenty-five dollars (\$25) single/fifty dollars (\$50) family deductible.

Vision Care

Three hundred twenty dollars (\$320) inclusive of eye examination.

Effective January 1, 2017 three hundred and seventy dollars (\$370) inclusive of eye examination.

Ambulance/Hospital

Same coverage as full-time employees.

Dental

Eighty percent (80%) basic plan only; \$1,750 annual maximum based on the current Dental Fee Guide.

Effective January 1, 2017 major dental: Fifty percent (50%) coverage up to maximum of \$1,750 when combined with basic maximum.

Effective January 1, 2017 orthodontic: Fifty percent (50%) coverage to \$2,000 lifetime maximum for dependent children only.

Long Term Disability

Coverage will be based on the employee's prorated salary.

Health Spending Account

Four hundred thirty dollars (\$430).

Effective January 1, 2017 six hundred and five dollars (\$605).

Travel Health and Employee Assistance Program

Same coverage as outlined in Articles 47:06, 47:07 and 47:08.

Article 52 Part Time Employees

52:01 Summary of Benefits and Conditions

Part-time employees will only be eligible for the benefits specifically identified in this section.

52:02 Prorating

For the purpose of calculating benefits, the prorating factor shall be as described in the offer of employment letter.

52:03 Notice

Part-time employees shall receive calendar day notice as noted in Article 18.

Seniority - Article 9

Part-time employees will accumulate seniority based on accrued service. Days worked in addition to those stipulated in the Agreement, will accrue towards seniority. Overtime hours are not included.

52:04 Layoff, Bumping, Recall - Article 16

Seniority is to be used for the purpose of this Article.

52:05 Compensation for Injury – Article 17

A part-time employee who is eligible for Workers Compensation may use accumulated sick leave credits to supplement Workers Compensation to ensure the maintenance of their regular salary. Salary should be based on the prorated factor.

52:06 Bereavement Leave – Article 19

Part-time employees will be eligible for bereavement leave as outlined in Article 19. Such leave will be on a prorated basis calculated by multiplying the number of days the employee would qualify for by the prorating factor.

52:07 Maternity, Parental and Adoptive Leave – Article 20

A permanent part-time employee who qualifies for maternity leave may apply for such leave in accordance with either Plan A or Plan B, but not both. The amount of leave granted under this provision is not prorated.

A permanent part-time employee who qualifies for parental leave may apply for parental leave SUB plan. The amount of leave granted under this provision is not prorated.

Part-time employees will be eligible for leave outlined in Article 20:04, such leave will be on a prorated basis calculated by multiplying the number of days the employee would qualify for by the prorating factor.

52:08 Leave of Absence Without Pay – Article 21

Part-time employees are eligible for a leave of absence without pay related to compassionate care or critical illness of child leave as outlined in Articles 21:09 and 21:10. The amount of leave granted under this provision is not prorated.

52:09 Leave With Pay – Article 22

Part-time employees will be eligible for leave with pay as set out in Article 22. Such leave will be on a prorated basis calculated by multiplying the number of days the employee would qualify for by the prorating factor.

52:10 Hours of Work – Article 23

The daily hours of work will remain unchanged. The normal number of days worked bi-weekly will be as agreed to in the employee's individual employment agreement. Any deviations from the agreed number of days to be worked should be the exception, for example when employees are required to work during periods of high vacation usage or extended sick leave.

Part-time employees must work an entire nine and three quarters ($9\frac{3}{4}$), eight (8) or seven and one-quarter ($7\frac{1}{4}$) hour shift to be eligible for shift differential as set out in Article 23:13.

52:11 Overtime – Article 24

Part-time employees must work beyond the normal daily hours of work (i.e. $7\frac{1}{4}$, 8, $9\frac{3}{4}$ hours) per that classification before they are eligible for overtime pay rates as set in Article 24:01. Part-time employees will be paid overtime rates as set out in Articles 24:02 and 24:03 only when they have worked at least five (5) days in a week.

52:12 Vacation – Article 25

For the purpose of accruing vacation accrual rates are in accordance with Articles:

Article	Hours Accrued
25:01(a)	0.0577 per hour based on accrued service
25:01(b)	0.0769 per hour based on accrued service
25:01(c)	0.0962 per hour based on accrued service
25:01(d)	0.1154 per hour based on accrued service

52:13 Holidays – Article 26

An employee will be eligible for pay for a holiday on which they do not work, provided they meet the criteria outlined in Article 26:02.

When an employee is eligible for holiday pay or time in lieu they shall receive an amount calculated by averaging the hours worked in the four (4) week period prior to the holiday multiplied by their regular hourly rate.

52:14 Sick Leave – Article 27

For the purpose of accumulating sick leave in accordance with 27:02, one (1) month of accrued service equals one and one-half ($1\frac{1}{2}$) days sick leave entitlement (accrued at a rate of 0.0692 hours per hour of accrued service).

52:15 Retiring Allowance – Article 31

Employees with ten (10) or more years of corporate service who retire or die shall be entitled to a retiring allowance in the amount of one (1) weeks' pay

(thirty-six point two five [36.25] hours) for each year of accrued service or prorated portion thereof. In the event of the death of an employee, retiring allowance shall be paid to the employee's estate.

Effective January 1, 2012, any woman who retires and has taken maternity and/or parental leave during her career shall have that time credited to her accrued service for retiring allowances purposes only.

Effective September 18, 2016 any man who retires and has taken parental leave during this career shall have that time credited to his accrued service for retiring allowances purposes only.

52:16 Northern Allowance – Article 32

Part-time employees who work fifty percent (50%) or more of a normal pay period shall receive the single Northern living allowance rate as outlined in Article 32:01.

52:17 Bridging of Service – Article 46

Five (5) years corporate service will be used in Article 46:01(b) to determine eligibility for Bridging of Service.

52:18 Probation, Assessment and Increment Dates

These dates will be established by applying the relevant prorating factor. Should a part-time employee be required to work days in addition to those specified in the individual employment agreement, adjustments to the above dates will be affected to reflect the additional service.

52:19 Pay Administration

Part-time employees shall be paid as hourly based on actual hours worked on a two (2) week delay, on the same pay days as other employees, with the rate of pay being adjusted by the applicable prorating factor.

Supplemental Health Benefits

Extended Health

Same as full-time employee package, only adding a twenty-five dollars (\$25) single/fifty dollars (\$50) family deductible.

Vision Care

Three hundred twenty dollars (\$320) inclusive of eye examination.

Effective January 1, 2017 three hundred and seventy dollars (\$370) inclusive of eye examination.

Ambulance/Hospital

Same coverage as full-time employees.

Dental

Eighty percent (80%) basic plan only; \$1,750 annual maximum based on the current Dental Fee Guide.

Effective January 1, 2017 major dental: fifty percent (50%) coverage up to maximum of \$1,750 when combined with basic maximum.

Effective January 1, 2017 orthodontic: fifty percent (50%) coverage to \$2,000 lifetime maximum for dependent children only.

Long Term Disability

Coverage will be based on the employee's prorated salary.

Health Spending Account

Four hundred thirty dollars (\$430).

Effective January 1, 2017 six hundred and five dollars (\$605).

Travel Health and Employee Assistance Program

Same coverage as outlined in Articles 47:06, 47:07 and 47:08.

The Pay Plan shall form a part of the Collective Agreement between Manitoba Public Insurance and Manitoba Government and General Employees' Union.

Effective September 18, 2016, the Corporation shall increase all points in the pay plan by a general wage increase of one percent (1%) and apply a market adjustment of one percent (1%).

Effective September 17, 2017, the Corporation shall increase all points in the pay plan by a general wage increase of one percent (1%) and apply a market adjustment of point five percent (0.5%).

Effective September 16, 2018, the Corporation shall increase all points in the pay plan by a general wage increase of two percent (2%).

Effective September 15, 2019, the Corporation shall increase all points in the pay plan by a general wage increase of two percent (2%).

Article 53 Work From Home

- 53:01** Employees may request work from home arrangements by submitting a request to their Department Manager. All employee requests will be considered, and ultimately determined at its sole discretion, by the Corporation. In making such determinations, items considered by the Corporation will include the nature of the position, the employee's work performance, operational requirements of the Corporation and any accommodation requirements.
- 53:02** The Corporation will supply to an employee on a work from home arrangement the necessary equipment, as determined by the Corporation, for working from home. The Corporation shall be responsible for the insurance and maintenance costs of such equipment except that an employee shall be required to reimburse the Corporation for the loss of equipment or any cost to repair equipment where loss or damage is sustained to any such equipment as a result of the employee's action or inaction.
- 53:03** A work from home arrangement shall not affect the employment status of any employee.
- 53:04** Work from home arrangements refers to work performed at an employee's home during regular work hours.
- 53:05** All provisions of this Agreement and all Corporation directives and policies apply to work from home arrangements except as otherwise agreed by the parties.
- 53:06** The Corporation may attend at the employee's home with reasonable notice to inspect and repair the Corporation's equipment and to ensure compliance with all Corporation directives and policies.


- 53:07 The Corporation may end a work from home arrangement for any reason with fourteen (14) days' notice, except that a work from home arrangement may be terminated by the Corporation immediately where the employee's conduct or performance is unsatisfactory to the Corporation or in the event of a business disruption or operational change.
- 53:08 Employees on a work from home arrangement shall attend at the Corporation's premises at such times as are required by management.
- 53:09 Employees on a work from home arrangement shall not be entitled to any payment in respect of any downtown allowance.

IN WITNESS WHEREOF Eric Herbelin, President and Chief Executive Officer of Manitoba Public Insurance has hereunto set his hand for and on behalf of Manitoba Public Insurance; and Kyle Ross, President of Manitoba Government and General Employees' Union, has hereunto set his hand for and on behalf of Manitoba Government and General Employees' Union.


Signed this 21st day of July, 2022.




President & Chief Executive Officer
Manitoba Public Insurance




President, Manitoba Government
and General Employee's Union



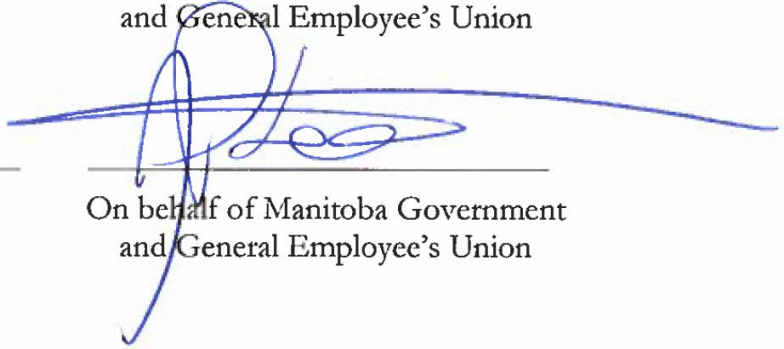
On behalf of
Manitoba Public Insurance



On behalf of Manitoba Government
and General Employee's Union



On behalf of
Manitoba Public Insurance



On behalf of Manitoba Government
and General Employee's Union

Memorandum of Agreement #1*between***Manitoba Public Insurance***and***Manitoba Government and General Employees' Union****Re: Article 23:08 - Hours of Work City of Winnipeg Service Centres:
Main Street, Gateway and Bison**

This letter confirms the agreement reached between Manitoba Public Insurance and Manitoba Government and General Employees' Union with respect to the Hours of Work for Service Centres (Main Street, Gateway and Bison) in Winnipeg.

The shift schedule is expected to be no greater than four (4) ten and one-half (10½) hour workdays between the hours of 7:30 a.m. to 6:00 p.m. not to exceed thirty six and a quarter (36¼) hours per week. Employees who work a ten and one-half (10 ½) hour day shall be entitled to one(1) rest period of twenty (20) minutes for each four and one-half (4 ½) hours of work during normal working hours. This does not apply during overtime.

The schedule will be posted in accordance with Article 23:11 and will consist of one (1) shift working Monday to Thursday and the second shift working Wednesday to Saturday with a rotation occurring every fourth week. A third shift may consist of employees working five (5) workdays consisting of seven and one quarter (7 ¼) hours per day from Monday to Friday between the hours of 7:30 a.m. and 6:00 p.m. Changes to the posted schedule may only be made by mutual agreement of the affected employees and the Department Manager or designate.

Weekend premium will apply for all Saturday hours worked in accordance with Article 23:13(a)(i).

All positions associated with the Main Street, Gateway and Bison Services Centres are subject to the hours outlined in Article 23:08 and the shift schedule outlined above.

Signed this 21st day of July, 2022.

[Signature]

On behalf of
Manitoba Public Insurance

[Signature]

On behalf of Manitoba Government
and General Employees' Union

Memorandum of Agreement #2

between

Manitoba Public Insurance

and

Manitoba Government and General Employees' Union

Re: Hours of Work - Physical Damage Centre

This Memorandum of Agreement sets forth the understanding reached between Manitoba Public Insurance and the Manitoba Government Employees Union with respect to employees required to provide estimating services at the Physical Damage Centre.

Employees in the classifications of Estimator, Commercial Estimator, Reinspection Estimators, Estimating Supervisor, Yardperson, Tow Truck Operator, Clerk and Vehicle Control Supervisor required to provide estimating services at the Physical Damage Centre who:

Have a hire date after November 1, 2001; or

- Are successful applicants to posted vacancies at the Physical Damage Centre after January 31, 2003 the date of signing of the original Memorandum;

Are subject to the following conditions effective the signing date of this Memorandum:

- Hours of operation will be 8:30 a.m. to 5:00 p.m. Monday to Saturday.
- Daily hours of work will be seven and one-quarter ($7\frac{1}{4}$) hours.
- Hours of work for full-time employees will be thirty-six and one-quarter ($36\frac{1}{4}$) hours per week with two (2) days off per week, one (1) of which shall be Sunday.
- The Corporation will give two (2) consecutive days off, one (1) of which will be Sunday.

- The initial Saturday schedule will include a minimum of three (3) term estimators. Subsequent schedules will be subject to operational needs as determined by the Corporation.
- Where the Corporation finds it necessary to schedule employees on a holiday, such scheduling will be done on an equitable basis.
- Sunday will be considered the second day of rest for overtime purposes.
- Employees will not be required to work split shifts.
- Schedules for a period of not less than four (4) weeks will be posted at least two (2) weeks before the beginning of the period scheduled.
- Except for emergencies, changes to the posted schedule may only be made by mutual agreement of affected employees and department manager or designate.
- Affected employees will be provided thirty (30) days notice prior to their assignment to any hours schedule established pursuant to this Memorandum.
- Where the terms of the Memorandum of Agreement conflict with any provisions of the Collective Agreement these specific provisions shall prevail.
- Incumbents in the above captioned classifications hired prior to November 1, 2001 will not be involuntarily transferred into positions subject to the above conditions.
- Incumbents in the above captioned classifications hired prior to November 1, 2001, located at the Physical Damage Centre as at the date of signing of this memorandum will not be involuntarily transferred to other work locations in order to create a position subject to Saturday scheduling.
- Successful applicants to posted vacancies at the Physical Damage Centre after January 31, 2003, the signing date of the original Memorandum are subject to subsequent transfers in accordance with the terms of the Collective Agreement.

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

Signed this 21st day of July, 2022.



On behalf of
Manitoba Public Insurance



On behalf of Manitoba Government
and General Employees' Union

Memorandum of Agreement #3

between

Manitoba Public Insurance

and

Manitoba Government and General Employees' Union

Re: Information Technology (IT) Market Supplements

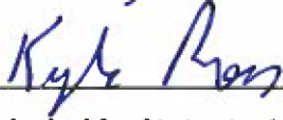
This letter confirms the agreement reached between Manitoba Public Insurance and Manitoba Government and General Employees' Union **that those employees holding one of the following market supplemented classification as of April 1, 2016 will continue to receive the market supplement for the duration of time they continue to hold that classification and will continue to receive any negotiated general wage increases:**

- Project Coordinator
- Identity & Access Management Specialist
- SR DBA
- APP Service Lead
- SharePoint Lead
- Environment coordinator
- SR Network Analyst
- IT Client Service Analyst
- Personal Technology Systems Support Analyst
- Associate Database Administrator
- Associate Telecommunications Analyst

Signed this 21st day of July, 2022.



On behalf of
Manitoba Public Insurance



On behalf of Manitoba Government
and General Employees' Union

Memorandum of Agreement #4

between

Manitoba Public Insurance

and

Manitoba Government and General Employees' Union

Re: Lunch Periods - Rural Claims / Service Centre

This Memorandum confirms the agreement between Manitoba Public Insurance and the Manitoba Government and General Employees' Union with respect to the lunch periods at the rural claims / service centre.

The Corporation agrees to conduct a review regarding the possibility of changing the lunch period from one and one-quarter (1¹/₄) hours to the three-quarters (³/₄) of an hour at the rural claims / service centres during the term of this Collective Agreement.

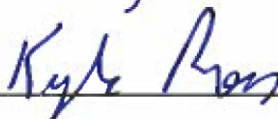
The Corporation will advise the Union of the results of the review with ninety (90) days of the date of ratification.

The Corporation will advise the Union of the results of the review.

Signed this 21st day of July, 2022.



On behalf of
Manitoba Public Insurance



On behalf of Manitoba Government
and General Employees' Union

Memorandum of Agreement #5

between

Manitoba Public Insurance

and

Manitoba Government and General Employees' Union

Re: Medical Fitness Administrator Market Supplements

This letter confirms the agreement reached between Manitoba Public Insurance and Manitoba Government and General Employees' Union with respect to the market supplement for the Medical Fitness Administrator classification.

The Manitoba Public Insurance rates of pay for the Medical Fitness Administrator classification shall be supplemented to meet one hundred percent (100%) of the Year five (5) (sixth (6th) step) rate of pay of the Manitoba Nurses Union (MNU) Agreement for similar positions and functions.

The Corporation will conduct a review in September of each year and make any required adjustments to the market supplement in order to meet one hundred percent (100%) of the MNU Year five (5) (sixth (6th) step) rate in place at that time. The adjustment will be applied effective the beginning of the second pay period in September, if applicable. The results of the annual review will be shared with the Union.

With respect to the Medical Assessment Supervisor classification, incumbents who move from the Medical Fitness Administrator classification to the Medical Assessment Supervisor classification shall have their promotional increase applied to their market supplemented rate of pay.

Signed this 21st day of July, 2022.



On behalf of
Manitoba Public Insurance



On behalf of Manitoba Government
and General Employees' Union

Memorandum of Agreement #6

between

Manitoba Public Insurance

and

Manitoba Government and General Employees' Union

Re: Article 43 - Contracting Out

This Memorandum confirms the agreement between Manitoba Public Insurance and the Manitoba Government and General Employees' Union to meet during the **term of the renewed Collective Agreement which expires September 26, 2022 and renew.**

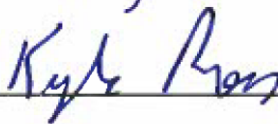
The Union shall assign up to three (3) employees to attend the meeting in addition to the Manitoba Government and General Employees' Union staff representative.

The Union can request a meeting to review their concerns with respect to the utilization of consultants as necessary over the life of the agreement. Upon receipt of the Union's written concern(s) to discuss, the meeting will be scheduled within fifteen (15) working days or as soon as practicable.

Signed this 21st day of July, 2022.



On behalf of
Manitoba Public Insurance



On behalf of Manitoba Government
and General Employees' Union

Memorandum of Agreement #7

between

Manitoba Public Insurance

and

Manitoba Government and General Employees' Union

Re: Contact Centre - Article 23:04(g) re Customer Care Agent 1

This memorandum confirms the agreement between Manitoba Public Insurance and the Manitoba Government and General Employees' Union to amend the collective agreement to allow for an organizational change in the Contact Centre (CC) specifically in the Customer Care Agent (CCA) 1 classification effective May 26, 2014.

The CC introduced additional permanent full-time positions and additional permanent .8 positions with a corresponding reduction of .5 positions that allowed for the appropriate coverage of weekday and weekend shifts.

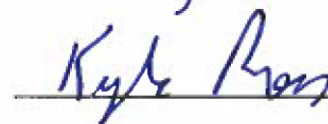
To enable this transition to be organizationally feasible,

- The parties agreed to amend Article 23:04(g) in the Collective Agreement to note that all new incumbents hired on / or after May 26, 2014 in permanent full-time positions will be required to work no more than twenty (20) weekends in a calendar year.
- The current permanent full-time staff will be grandfathered and will fall under the former provisions of no more than ten (10) weekends in a calendar year unless they chose to do so.
- This grandfathering will remain in place until all grandfathered staff are no longer in the CC.

Signed this 21st day of July, 2022.



On behalf of
Manitoba Public Insurance



On behalf of Manitoba Government
and General Employees' Union

Memorandum of Agreement #8

between

Manitoba Public Insurance

and

Manitoba Government and General Employees' Union

Re: December 31

This Memorandum confirms the agreement between Manitoba Public Insurance and the Manitoba Government and General Employees' Union with respect to December 31.

Where December 31st falls on a regular day of work, where feasible the offices will normally close at three o'clock (3:00 p.m.). No employee will suffer a loss of pay as a result of the closure. Employees will maintain their morning break and lunch as scheduled.

Signed this 21st day of July, 2022.



On behalf of
Manitoba Public Insurance



On behalf of Manitoba Government
and General Employees' Union

Memorandum of Agreement #9

between

Manitoba Public Insurance

and

Manitoba Government and General Employees' Union

Re: Workload

This Memorandum confirms the agreement between Manitoba Public Insurance and the Manitoba Government and General Employees' Union with respect to employees' workload concerns.

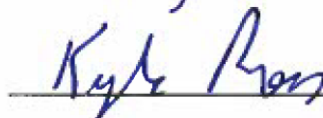
Employees who have concerns regarding their workload can bring their concerns forward to their immediate supervisor or manager in writing who will give due consideration to the specific concern(s) and determine if an adjustment is necessary. The employee will receive a response in writing within ten (10) working days of raising their workload concern.

If the employee is not satisfied with the response received from their Manager they may forward their concern within ten (10) working days to their Director / Executive Director who will provide a response to the employee in writing within ten (10) working days. If the employee is still not satisfied with the response received they may forward their concerns within ten (10) working days to their Vice-President for review and response. The Vice-President will provide a written response within fifteen (15) days of receiving the employee's concerns.

Signed this 21st day of July, 2022.



On behalf of
Manitoba Public Insurance



On behalf of Manitoba Government
and General Employees' Union

Memorandum of Agreement #10

between

Manitoba Public Insurance

and

Manitoba Government and General Employees' Union

Re: Employment Security

This Memorandum confirms the agreement between Manitoba Public Insurance and the Manitoba Government and General Employees' Union with respect to employment security.

1. This memorandum is effective from the first day of the bi-weekly pay period following the date of signing of the Collective Agreement to September 26, **2022 and renew.**
2. During the term of this memorandum there will be no lay-offs, from employment with the Corporation, of permanent employees who were hired on or before April 1, 2016, due to their position being eliminated as a result of a change to the Corporation's service delivery model.
3. This lay-off protection does not apply to:
 - (a) Any permanent employee laid-off prior to this memorandum coming into effect;
 - (b) Term employees;
 - (c) Seasonal employees;
 - (d) Casual employees;
 - (e) Students.
4. In the event that issues arise with respect to the spirit and intent of this Memorandum of Agreement, the parties agree to meet to discuss such issues.

Signed this 21st day of July, 2022.

[Signature]

On behalf of
Manitoba Public Insurance

[Signature]

On behalf of Manitoba Government
and General Employees' Union

Memorandum of Agreement #11

between

Manitoba Public Insurance

and

Manitoba Government and General Employees' Union

Re: Pay in Arrears

This letter confirms the agreement reached between Manitoba Public Insurance (MPI) and Manitoba Government and General Employees' Union (MGEU) with respect to change in payroll for all employees to being paid on a two (2) week delay (i.e., paid in arrears).

Currently, with the exception of part-time and job-share employees, employees are paid two (2) days prior to the end of the current pay period. Payroll sends this information to the employee's financial institution approximately one (1) week prior to pay day. Any absences or exceptions are reconciled two (2) weeks following the initial pay.

Manitoba Public Insurance (MPI) made the decision to transition all employees to pay in arrears.

The parties have agreed to the following implementation plan:

- All new hires will be paid in arrears effective November 1, 2018
- Employees returning from a leave after November 1, 2018 will be paid in arrears upon their return
- Employees currently paid in arrears will remain so
- Employees paid current will transition to pay in arrears between August and November 2019.

To minimize the disruption in pay, employees will have the following options to bridge the pay period in which salary will be delayed:

1. Interest-free loan repayable over 1 year

2. Interest-free loan repayable over 3 years
3. Interest-free loan repayable over 5 years
4. Self-funded leave
 - MPI agrees to survey employees on options and is open to other options based on significant employee feedback.
 - MPI agrees to hold in-person employee-information sessions to discuss these options beginning in November 2018.
 - MPI agrees to share the survey results and employee feedback with the bargaining committee in mid-November 2018.
 - MPI agrees to provide employees with a letter for their financial institution should they require.
 - No employees in the payroll unit will be laid off as a result of this payroll system change.

Signed this 21st day of July, 2022.



On behalf of
Manitoba Public Insurance



On behalf of Manitoba Government
and General Employees' Union

Memorandum of Agreement #12

between

Manitoba Public Insurance

and

Manitoba Government and General Employees' Union

Re: COVID-19 Pandemic Response

This Memorandum confirms the agreement between Manitoba Public Insurance and the Manitoba Government Employees' Union with respect to the COVID-19 pandemic.

- 1. This Memorandum is effective as of the date of signing and shall expire four (4) weeks following the resumption of normal business operations.**
- 2. As a result of COVID-19, the Corporation is being required to temporarily close some work locations and temporarily reduce or partially shut down some operations (the "Temporary Reductions in Force").**
- 3. In recognition of these extraordinary times, the parties agree that Article 16 of the Collective Agreement shall not apply to Temporary Reductions in Force during the term of this Memorandum of Agreement that are as a result of or related to COVID-19.**

Reduction of Work Volume Between 10-60%

- 4. In the event that the Corporation's application to participate in the federal Work Sharing Program is approved, where the reduction in work available to a work unit as a result of Temporary Reductions in Force is determined by the Corporation to be between 10-60% then the available work will be shared within the work unit in accordance with the federal Work Sharing Program.**

Reduction of Work Volume >60%

5. **Where the reduction in work as a result of Temporary Reductions in Force is determined by the Corporation to be greater than 60% for a work unit or is determined to be between 10-60% and the Corporation's application to participate in the federal Work Sharing Program is not approved, the Corporation will, subject to operational requirements, endeavour to reassign impacted employees to work at alternate locations or from home (the "Alternate Work") to the extent reasonably practical. In assigning employees to Alternate Work:**
 - (a) **the Corporation will determine which employees are assigned Alternate Work based on operational requirements, the requirements of the Alternate Work and the qualifications, and the ability of affected employees to perform the role;**
 - (b) **in such cases where employees are qualified for Alternate Work and have similar ability and job performance, the senior employee shall be assigned to the Alternate Work; and**
 - (c) **where the Corporation identifies Alternate Work for an employee, the employee shall report to work within twenty-four (24) hours of being notified by the Corporation of the Alternate Work, unless they are unable to do so for a reason satisfactory to the Corporation. Alternate Work for employees will be offered in the same community in which they currently work on a priority basis. If alternate work is not available in the community employees currently work, alternate work will be offered outside of that community on a priority basis.**
6. **Where the Corporation does not identify Alternate Work for an employee, the employee will be placed on an unpaid leave of absence for a maximum period of up to six (6) weeks. During that leave, the employee may select one of the options referred to in the attached document titled "Additional Salary Options", and the Corporation may**

require that employee to complete and sign a "Salary Continuance Agreement" in the form of the attached. For certainty, an employee who fails to report for Alternate Work after being notified to do so will not receive any payments under this paragraph 6 following such failure to report for Alternate Work. Should the Federal or Manitoba government introduce a program that provides additional or greater benefits than provided under this paragraph 6, the Corporation and the Union will discuss the potential application of such program.

7. In the event that an employee has been on an unpaid leave of absence under paragraph 6 above for six (6) weeks or the Corporation determines before the expiry of the six (6) week period that no Alternate Work will be available for an employee on an unpaid leave of absence, the Corporation will provide thirty (30) days' pay in lieu of notice of temporary layoff to employees on leave of absence under paragraph 6 above and any Additional Salary Option selected by the employee will terminate effective immediately. The Corporation will issue to the laid off employee a Record of Employment at the time of such temporary layoff, which Record of Employment may be used to apply for Employment Insurance benefits.
8. Employees who are assigned to Alternate Work in a lower pay grade will have their regular salary maintained for the period of time that they are assigned to that Alternate Work. Increment dates will remain the same and increments will be granted as per Article 29.
9. Health & Dental benefits shall be extended, for a maximum period of four (4) months from the date of layoff, to employees who are laid off.
10. Before any permanent employees are affected by the Temporary Reductions in Force, term employees will be affected and either placed on an unpaid leave of absence or reassigned to Alternate Work provided that a term employee will not be reassigned to Alternate Work where a permanent employee who is impacted by the Temporary Reductions in Force is qualified for such Alternate Work.
11. When normal business operations resume, permanent employees subject to Temporary Reductions in Force will be called back to available work in their same classification at the location they were employed at the time of the closure/reduction/shutdown based on their seniority in that

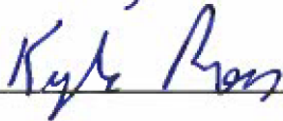
classification at that location. After affected permanent employees are called back, term employees will be called back to suitable available positions in seniority order.

Where there is a conflict between the Collective Agreement and this Memorandum, this Memorandum shall apply.

Signed this 21st day of July, 2022.



On behalf of
Manitoba Public Insurance



On behalf of Manitoba Government
and General Employees' Union

Memorandum of Agreement #13

between

Manitoba Public Insurance

and

Manitoba Government and General Employees' Union

Re: Article 26 - Holidays

This letter confirms the agreement reached between Manitoba Public Insurance (MPI) and Manitoba Government and General Employees' Union (MGEU) with respect to Christmas Day (Friday, December 25, 2020).

The parties agree to the following on a without prejudice basis for the Bison, Gateway and Main Street Service Centres:

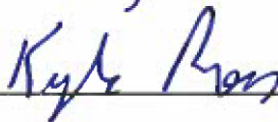
- Bison, Gateway and Main Street Service Centres will be closed on Monday, December 28, 2020.
- Employees whose day of rest falls on Christmas Day (Friday, December 25, 2020) will utilize their earned lieu hours from Christmas Day on Monday, December 28, 2020.

Employees whose hours for December 28, 2020 are nine and three-quarters (9 ³/₄) hours on the day of rest will be eligible for nine and three-quarters (9 ³/₄) hours in lieu of the holiday.

Signed this 21st day of July, 2022.



On behalf of
Manitoba Public Insurance



On behalf of Manitoba Government
and General Employees' Union

Memorandum of Agreement #14

between

Manitoba Public Insurance

and

Manitoba Government and General Employees' Union

Re: Article 49:06 Term Employees

This memorandum confirms the agreement between Manitoba Public Insurance and Manitoba Government and General Employees' Union with respect to the granting of permanent status to term employees.

1. This memorandum is effective from the first day of the bi-weekly pay period following the date of ratification of the Collective Agreement to the expiry of the Collective Agreement and shall expire on that date.
2. Notwithstanding Article 49:06, only term employees with forty-eight (48) consecutive months of corporate service excluding leaves will be granted permanent status and the Union will be notified of this status change.
3. This memorandum applies to term employees who are in a term position at any time during the operation of this memorandum, with the forty-eight (48) consecutive month period commencing the date on which the term employee started in their term position.

Signed this 21st day of July, 2022.



On behalf of
Manitoba Public Insurance



On behalf of Manitoba Government
and General Employees' Union

Memorandum of Agreement #15

between

Manitoba Public Insurance

and

Manitoba Government and General Employees' Union

Re: Work From Home Payment/Paid Wellness Days

1. This memorandum is effective from the first day of the bi-weekly pay period following the date of ratification of the Collective Agreement to September 26, 2022 inclusive and shall expire on that date.

Wellness days are for employees who didn't work from home:

2. (A) Those employees who are employed as at the date of ratification and who worked no scheduled shift or no part of a scheduled shift during the period April 1, 2020 to March 31, 2021 from home, as determined by the Corporation, will be provided with five (5) paid wellness days to be used between the date of ratification of this Agreement and December 31, 2022 at such times as are mutually agreeable to the Corporation and the employee, except that:

Those employees who are full-time and were absent from work without pay for any reason whatsoever for more than thirty (30) days during the period April 1, 2020 to March 31, 2021;

Those employees who commenced employment with the Corporation during the period April 1, 2020 to March 31, 2021; and

Those employees who were employed on a part-time basis at any time during the period April 1, 2020 to March 31, 2021 will receive a prorated

portion of the five (5) paid wellness days based on that portion of full-time hours worked by the employee during the period April 1, 2020 to March 31, 2021.

Employees may choose to not use any amount of the paid wellness days to which they are entitled under this paragraph 2(a) and to instead receive an amount equal to their regular pay, less required deductions, for each such unused day.

Wellness pay is for employees who worked from home;

(B) Those employees who are employed as at the date of ratification and who worked any part of a scheduled shift during the period April 1, 2020 to March 31, 2021 from home, as determined by the Corporation, will be provided with a work from home payment of \$750.00, less required deductions, except that

- (a) Those employees who are full-time and were absent from work without pay for any reason whatsoever for more than thirty (30) days during the period April 1, 2020 to March 31, 2021;
- (b) Those employees who commenced employment with the Corporation during the period April 1, 2020 to March 31, 2021; and
- (c) Those employees who were employed on a part-time basis at any time during the period April 1, 2020 to March 31, 2021 will receive a prorated portion of \$750.00, less required deductions, based on that portion of full-time hours worked by the employee during the period April 1, 2020 to March 31, 2021.

3. (A) Those employees who are employed as at the date of ratification and who worked/work no scheduled shift or no part of a scheduled shift during the period April 1, 2021 to March 31, 2022 from home, as

determined by the Corporation, will be provided with five (5) paid wellness days to be used between April 15, 2022 and December 31, 2022 at such times as are mutually agreeable to the Corporation and the employee, except that:

Those employees who are full-time and were absent from work without pay for any reason whatsoever for more than thirty (30) days during the period April 1, 2021 to March 31, 2022;

Those employees who commenced employment with the Corporation during the period April 1, 2021 to March 31, 2022; and

Those employees who were employed on a part-time basis at any time during the period April 1, 2021 to March 31, 2022 will receive a prorated portion of the five (5) paid wellness days based on that portion of full-time hours worked by the employee during the period April 1, 2021 to March 31, 2022.

Employees may choose to not use any amount of the paid wellness days to which they are entitled under this paragraph 3(a) and to instead receive an amount equal to their regular pay, less required deductions, for each such unused day.

3. (B) Those employees who are employed as at the date of ratification and who worked/work any part of a scheduled shift during the period April 1, 2021 to March 31, 2022 from home, as determined by the Corporation, will be provided with a work from home payment of \$750.00, less required deductions, except that

Those employees who are full-time and were absent from work without pay for any reason whatsoever for more than thirty (30) days during the period April 1, 2021 to March 31, 2022;

Those employees who commenced employment with the Corporation during the period April 1, 2021 to March 31, 2022; and

Those employees who were employed on a part-time basis at any time during the period April 1, 2021 to March 31, 2022 will receive a prorated portion of \$750.00, less required deductions, based on that portion of full-time hours worked by the employee during the period April 1, 2021 to March 31, 2022.

Personal Wellness Account

Effective January 1, 2022, the Corporation will increase the wellness related expenses for which reimbursement can be claimed under the Corporation's Personal Wellness Account to a combined maximum of \$500 per year and will expand the program to include the following items were purchased by and for the employee:

- Home office equipment to assist work from home (e.g., desk, chair, sit/stand desk, etc.);
- Hobby and general interest classes (e.g., crafts, painting – including materials);
- League sports teams fees including green fees;
- Leisure and lifestyle (e.g., flotation therapy, SAD light);
- Organized race entry fees and Nordic passes (employee portion only);
- Personal training and consultation;
- Recreational/sporting equipment (skates, bikes, skis, golf clubs, running shoes, kayaks, snowshoes, etc.);
- Supportive equipment (weight belts, braces, wrist wraps/straps);
- Wearable health electronics (smart watches, fitness or sleep trackers, heart rate monitor);
- Weight loss or online programs;
- Well-being/self-care (fitness or mindfulness apps, weigh scale);
- Installation, delivery costs and warranty and maintenance costs arranged at the time of purchase of eligible equipment.

Signed this 21st day of July, 2022.

[Handwritten Signature]

On behalf of
Manitoba Public Insurance

[Handwritten Signature]

On behalf of Manitoba Government
and General Employees' Union

Schedule “A” - Classification/Pay Grade Alphabetical Listing

Accountant	10
Accounting Clerk	6
Accounts Receivable Representative	8
Adjuster	9
Adjuster/Senior Driver Examiner	10
Analyst	12D
Analyst (*see 12D)	12
Analyst Supervisor	14H
Analyst Supervisor (*see 14H)	14
Assistant Underwriter	7
Associate Business Analyst	8
Associate Case Manager	9
Associate Commercial Adjuster	9
Associate Database Administrator	11
Associate Injury Claims Analyst	9
Broker Services Administration Coordinator	13
Broker Services Administrator	10
Broker Support Services Analyst	11
Business Analyst	12
Buyer	7
Campaign Coordinator	9
Campaign Specialist	11
Case Manager	11
Claims Analyst	11
Claims Audit Administrator	6
Claims Coordinator	11
Claims Processor	7
Claims Service Representative	6
Claims System Analyst	8
Clerk 1	4
Clerk 2	6
Clerk 3	7
Commercial Adjuster	11
Commercial Estimator	11
Commercial Specialist	13
Communications Specialist	11
Community Program Coordinator	8
Community Relations Specialist	11

Contact Centre Operations Resource Coordinator	11
Contact Centre Quality Analyst	10
Corporate Application Architect	14F
Corporate Application Architect (*see 14F)	14
Corporate Interior Designer	14
Curriculum and Training Coordinator	10
Customer Account Representative	8
Customer Care Agent 1	7
Customer Care Agent 2	8
Customer Care Lead	9
Customer Insights Analyst	11
Customer Relations Officer	11
Customer Service Coordinator	9
Cyber Security Event Analyst	12E
Cyber Security Event Analyst (see 12E)	12
Data Architect	14E
Data Architect (*see 14E)	14
Data Scientist	12
Data Steward	8
Dealer Program Coordinator	10
Digital Learning Specialist	11
Digital Media Developer	10
Digital Media Support Specialist	6
Driver Education Course Coordinator	8
Driver Education Liaison Officer	10
Driver Examiner	8
Driver Fitness User Analyst	8
Driver Licensing Liaison Officer	9
Driver Records Coordinator	13
Driver Testing Policy Analyst	12
Driver Training Administrator	11
Driver Training Officer	10
Electrical Forman	11
Enterprise Data Warehouse Specialist	12D
Enterprise Data Warehouse Specialist (*see 12D)	12
Environmental Coordinator	14H
Environmental Coordinator (*see 14H)	14
Estimate Auditor - Physical Damage	11
Estimate Reviewer	6
Estimatics Administrator	7

Estimatics Analyst	11
Estimating and Salvage Analyst	8
Estimator	11
Facial Recognition Analyst	8
Fair Practices Analyst	12
Fair Practices and Customer Relations Administrator	7
Fleet Vehicle Administrator	8
Fleets Administrator	8
Functional Support Analyst	12
Health Information Administrator	6
Identity and Access Management Specialist	14D
Identity and Access Management Specialist (*see 14D)	14
Identity Case Administrator	7
Identity Verification Administrator	7
Ignition Interlock Program Administrator	7
Information Architect	14G
Information Architect (*see 14G)	14
Injury Claims Adjuster	11
Injury Claims Analyst	11
Injury Mediation Specialist	15
Instructional Designer	11
Internal Review Officer	14
Investment Analyst	11
IRI Analyst	13
IRI Calculator	11
IRP Prorate Officer	8
IT Analyst	12E
IT Analyst (see 12E)	12
IT Change Management Specialist	12E
IT Change Management Specialist (see 12E)	12
IT Client Services Analyst	11
IT Incident and Problem Management Specialist	12E
IT Incident and Problem Management Specialist (see 12E)	12
IT Managed Services Analyst	12
IT Operations Administrator	6B
IT Remedy Administration and Reporting Specialist	12E
IT Remedy Administration and Reporting Specialist (see 12E)	12
IT Service Asset and Configuration Management Specialist	12E
IT Service Asset and Configuration Management Specialist (see 12E)	12

IT Service Desk Analyst	7
Legal Administrative Assistant	6
Legal Processor	11
Licensing Services User Analyst	8
Mechanical Support Technician	11
Medical Assessment Clerk	7
Medical Assessment Policy Analyst	14
Medical Fitness Administrator (*see 12C)	12
Medical Fitness Administrator (<i>align to MNU hourly rate for Nurse III</i>)	12C
Out of Province Adjuster	10
Out of Province Senior Adjuster	12
Paralegal	10
Payroll Specialist	9
PDC Claims Operation Analyst	11
Personalized License Plate Administrator	6
Physical Damage Programs Analyst	11
PIPP Benefits Administrator	8
Premises Architectural Technologist	9
Premises Assistant	7
Premises Coordinator	10
Product and Policy Analyst	11
Product Owner	14
Production Coordinator	10
Professional Intern	8
Programmer	8
Programmer/Analyst	10
Project Control Analyst	12D
Project Control Analyst (*see 12D)	12
Project Coordinator	14
Project Cost Analyst	11
Purchasing Agent	10
Rate Application Administrator	7
Rate Groups Administrator	8
Rate Modeller	11
Rates Appeal Officer	7
Records Management Administrator	7
Registration and Licensing Coordinator	13
Regulatory Accountability Analyst	11
Reinsurance Analyst	11
Research Technician	12

Resource Coordinator	12
Reviewing Officer	11
Road Safety Analyst	11
Road Safety Program Evaluation Analyst	11
Schedule Administration Coordinator	8
Scrum Master	12E
Scrum Master (*see 12E)	12
Security Access Management Support	8
Senior Accounting Clerk	7
Senior Adjuster	11
Senior Business Analyst	12
Senior Case Manager	13
Senior Claims Analyst	12
Senior Customer Insight Analyst	12
Senior Cyber Security Event Analyst	14D
Senior Cyber Security Event Analyst (*see 14D)	14
Senior Driver Examiner	9
Senior Estimatics Analyst	12
Senior Functional Support Analyst	14
Senior Graphic Designer	11
Senior Injury Claims Adjuster	14
Senior IT Analyst	14D
Senior IT Analyst (*see 14D)	14
Senior Legal Processor	13
Senior Legislation Analyst	15
Senior Loss Prevention Analyst	13
Senior Multimedia Developer	8
Senior Policy Analyst	13
Senior Process Analyst	13
Senior Product and Policy Analyst	13
Senior Rate Modeller	13
Senior Road Safety Analyst	12
Senior Special Accounts Officer	9
Senior Subrogation Adjuster	11
Senior Underwriter	13
Senior UX Developer	11
Senior Vendor Management Analyst	12
Service Centre Operational Analyst	11
Service Centre Representative	8
SharePoint Administrator	11

Skip Tracer	6
Social Media Specialist	10
Special Accounts Administrator	6
Special Accounts Officer	8
Special Investigations Representative	7
Special Risk Extension Administrator	7
Student 1	4
Student 2	6
Subrogation Adjuster	10
Subrogation Analyst	11
Subrogation Specialist	13
Supervisor, Accounting	14
Supervisor, Accounts Payable Clerical	10
Supervisor, Accounts Receivable	12
Supervisor, Bodily Injury - Out of Province	15
Supervisor, Broker Services Audit	10
Supervisor, Claims	14
Supervisor, Claims Audit	10
Supervisor, Claims Processing	12
Supervisor, Commercial Claims	15
Supervisor, Commercial Estimating	14
Supervisor, Community Relations	12
Supervisor, Contact Centre	12
Supervisor, Court Unit	11
Supervisor, Customer Accounts	12
Supervisor, Customer Service Centre	12
Supervisor, Datastewardship	11
Supervisor, Driver Education and Training Administration	9
Supervisor, Driver Education Program	13
Supervisor, Driver Fitness Administration	11
Supervisor, Driver Improvement	13
Supervisor, Driver Records Processing	11
Supervisor, Driver Testing	12
Supervisor, Driver Testing Quality Assurance	13
Supervisor, Estimating	13
Supervisor, Identity Interview	10
Supervisor, Identity Management	11
Supervisor, Identity Verification	10
Supervisor, Injury Claims Management	15
Supervisor, Instructional Design	13

Supervisor, IRI	15
Supervisor, IRP Prorate Office	11
Supervisor, IT Operations	11
Supervisor, IT Request Fulfillment	14D
Supervisor, IT Request Fulfillment (*see 14D)	14
Supervisor, IT Service Desk	12
Supervisor, IT Support	15A
Supervisor, IT Support (*see 15A)	15
Supervisor, Legal Services	9
Supervisor, Mail and Warehouse	10
Supervisor, Medical Assessment	15
Supervisor, Out of Province Claims	15
Supervisor, Physical Damage Management Administration	9
Supervisor, PIPP Administrative Services	12
Supervisor, Premises	13
Supervisor, Production Support	14
Supervisor, Registration and Licensing	11
Supervisor, Research Technician	14
Supervisor, Rural Service Centre	15
Supervisor, Salvage Operations	12
Supervisor, SAS Operations	10
Supervisor, Security Access Management	10
Supervisor, Special Accounts	13
Supervisor, SRE Administration	11
Supervisor, Subrogation and Control	12
Supervisor, System Support	15A
Supervisor, System Support (*see 15A)	15
Supervisor, Technical Communications	12
Supervisor, Total Loss and Evaluation	10
Supervisor, Underwriting	15
Supervisor, User Analysis	11
Supervisor, Vehicle Control	12
Supervisor, Vehicle Safety	14
Supervisor, Workforce Management	13
Support Analyst	11
System Support Clerk	7
Systems User Analyst	9
Technical Communications Specialist	10
Testing Analyst	12D
Testing Analyst (see 12D)	12

Time Card Administrator	7
Total Loss Processing Clerk	4
Tow Truck Operator	6
Towing Lead	9
Transportation Risk Specialist	12
Underwriter	11
Vehicle Control Clerk	4B
Vehicle Safety Officer	12
Vendor Management Analyst	9

Schedule “B” - Classification/Pay Grade Numerical Listing

4	Clerk 1
4	Student 1
4	Total Loss Processing Clerk
4B	Vehicle Control Clerk
6	Accounting Clerk
6	Claims Audit Administrator
6	Claims Service Representative
6	Clerk 2
6	Digital Media Support Specialist
6	Estimate Reviewer
6	Health Information Administrator
6	Legal Administrative Assistant
6	Personalized License Plate Administrator
6	Skip Tracer
6	Special Accounts Administrator
6	Student 2
6	Tow Truck Operator
6B	IT Operations Administrator
7	Assistant Underwriter
7	Buyer
7	Claims Processor
7	Clerk 3
7	Customer Care Agent 1
7	Estimatics Administrator
7	Fair Practices and Customer Relations Administrator
7	Identity Case Administrator
7	Identity Verification Administrator
7	Ignition Interlock Program Administrator
7	IT Service Desk Analyst
7	Medical Assessment Clerk
7	Premises Assistant
7	Rate Application Administrator
7	Rates Appeal Officer
7	Records Management Administrator
7	Senior Accounting Clerk
7	Special Investigations Representative
7	Special Risk Extension Administrator
7	System Support Clerk

7	Time Card Administrator
8	Accounts Receivable Representative
8	Associate Business Analyst
8	Claims System Analyst
8	Community Program Coordinator
8	Customer Account Representative
8	Customer Care Agent 2
8	Data Steward
8	Driver Education Course Coordinator
8	Driver Examiner
8	Driver Fitness User Analyst
8	Estimating and Salvage Analyst
8	Facial Recognition Analyst
8	Fleet Vehicle Administrator
8	Fleets Administrator
8	IRP Prorate Officer
8	Licensing Services User Analyst
8	PIPP Benefits Administrator
8	Professional Intern
8	Programmer
8	Rate Groups Administrator
8	Schedule Administration Coordinator
8	Security Access Management Support
8	Senior Multimedia Developer
8	Service Centre Representative
8	Special Accounts Officer
9	Adjuster
9	Associate Case Manager
9	Associate Commercial Adjuster
9	Associate Injury Claims Analyst
9	Campaign Coordinator
9	Customer Care Lead
9	Customer Service Coordinator
9	Driver Licensing Liaison Officer
9	Payroll Specialist
9	Premises Architectural Technologist
9	Senior Driver Examiner
9	Senior Special Accounts Officer
9	Supervisor, Driver Education and Training Administration
9	Supervisor, Legal Services

9	Supervisor, Physical Damage Management Administration
9	Systems User Analyst
9	Towing Lead
9	Vendor Management Analyst
10	Accountant
10	Adjuster/Senior Driver Examiner
10	Broker Services Administrator
10	Contact Centre Quality Analyst
10	Curriculum and Training Coordinator
10	Dealer Program Coordinator
10	Digital Media Developer
10	Driver Education Liaison Officer
10	Driver Training Officer
10	Out of Province Adjuster
10	Paralegal
10	Premises Coordinator
10	Production Coordinator
10	Programmer/Analyst
10	Purchasing Agent
10	Social Media Specialist
10	Subrogation Adjuster
10	Supervisor, Accounts Payable Clerical
10	Supervisor, Broker Services Audit
10	Supervisor, Claims Audit
10	Supervisor, Identity Interview
10	Supervisor, Identity Verification
10	Supervisor, Mail and Warehouse
10	Supervisor, SAS Operations
10	Supervisor, Security Access Management
10	Supervisor, Total Loss and Evaluation
10	Technical Communications Specialist
11	Associate Database Administrator
11	Broker Support Services Analyst
11	Campaign Specialist
11	Case Manager
11	Claims Analyst
11	Claims Coordinator
11	Commercial Adjuster
11	Commercial Estimator
11	Communications Specialist

11	Community Relations Specialist
11	Contact Centre Operations Resource Coordinator
11	Customer Insights Analyst
11	Customer Relations Officer
11	Digital Learning Specialist
11	Driver Training Administrator
11	Electrical Forman
11	Estimate Auditor - Physical Damage
11	Estimatics Analyst
11	Estimator
11	Injury Claims Adjuster
11	Injury Claims Analyst
11	Instructional Designer
11	Investment Analyst
11	IRI Calculator
11	IT Client Services Analyst
11	Legal Processor
11	Mechanical Support Technician
11	PDC Claims Operation Analyst
11	Physical Damage Programs Analyst
11	Product and Policy Analyst
11	Project Cost Analyst
11	Rate Modeller
11	Regulatory Accountability Analyst
11	Reinsurance Analyst
11	Reviewing Officer
11	Road Safety Analyst
11	Road Safety Program Evaluation Analyst
11	Senior Adjuster
11	Senior Graphic Designer
11	Senior Subrogation Adjuster
11	Senior UX Developer
11	Service Centre Operational Analyst
11	SharePoint Administrator
11	Subrogation Analyst
11	Supervisor, Court Unit
11	Supervisor, Datastewardship
11	Supervisor, Driver Fitness Administration
11	Supervisor, Driver Records Processing
11	Supervisor, Identity Management

11	Supervisor, IRP Prorate Office
11	Supervisor, IT Operations
11	Supervisor, Registration and Licensing
11	Supervisor, SRE Administration
11	Supervisor, User Analysis
11	Support Analyst
11	Underwriter
12	Analyst (*see below, 12D)
12	Business Analyst
12	Cyber Security Event Analyst (see below, 12E)
12	Data Scientist
12	Driver Testing Policy Analyst
12	Enterprise Data Warehouse Specialist (*see below, 12D)
12	Fair Practices Analyst
12	Functional Support Analyst
12	IT Analyst (see below, 12E)
12	IT Change Management Specialist (see below, 12E)
12	IT Incident and Problem Management Specialist (see below, 12E)
12	IT Managed Services Analyst
12	IT Remedy Administration and Reporting Specialist (see below, 12E)
12	IT Service Asset and Configuration Management Specialist (see below, 12E)
12	Medical Fitness Administrator (*see below, 12C)
12	Out of Province Senior Adjuster
12	Project Control Analyst (*see below, 12D)
12	Research Technician
12	Resource Coordinator
12	Scrum Master (*see below 12E)
12	Senior Business Analyst
12	Senior Business Analytics Analyst
12	Senior Claims Analyst
12	Senior Customer Insight Analyst
12	Senior Estimating Analyst
12	Senior Road Safety Analyst
12	Senior Vendor Management Analyst
12	Supervisor, Accounts Receivable
12	Supervisor, Claims Processing
12	Supervisor, Community Relations
12	Supervisor, Contact Centre
12	Supervisor, Customer Accounts
12	Supervisor, Customer Service Centre

12	Supervisor, Driver Testing
12	Supervisor, IT Service Desk
12	Supervisor, PIPP Administrative Services
12	Supervisor, Salvage Operations
12	Supervisor, Subrogation and Control
12	Supervisor, Technical Communications
12	Supervisor, Vehicle Control
12	Testing Analyst (see below, 12D)
12	Transportation Risk Specialist
12	Vehicle Safety Officer
12C	Medical Fitness Administrator (<i>align to MNU hourly rate for Nurse III</i>)
12D	Analyst
12D	Enterprise Data Warehouse Specialist
12D	Project Control Analyst
12D	Testing Analyst
12E	Cyber Security Event Analyst
12E	IT Analyst
12E	IT Change Management Specialist
12E	IT Incident and Problem Management Specialist
12E	IT Remedy Administration and Reporting Specialist
12E	IT Service Asset and Configuration Management Specialist
12E	Scrum Master
13	Broker Services Administration Coordinator
13	Commercial Specialist
13	Driver Records Coordinator
13	IRI Analyst
13	Registration and Licensing Coordinator
13	Senior Case Manager
13	Senior Legal Processor
13	Senior Loss Prevention Analyst
13	Senior Policy Analyst
13	Senior Process Analyst
13	Senior Product and Policy Analyst
13	Senior Rate Modeller
13	Senior Underwriter
13	Subrogation Specialist
13	Supervisor, Driver Education Program
13	Supervisor, Driver Improvement
13	Supervisor, Driver Testing Quality Assurance
13	Supervisor, Estimating

13	Supervisor, Instructional Design
13	Supervisor, Premises
13	Supervisor, Special Accounts
13	Supervisor, Workforce Management
14	Analyst Supervisor (*see below, 14H)
14	Corporate Application Architect (*see below, 14F)
14	Corporate Interior Designer
14	Data Architect (*see below, 14E)
14	Environmental Coordinator (*see below, 14H)
14	Identity and Access Management Specialist (*see below, 14D)
14	Information Architect (*see below, 14G)
14	Internal Review Officer
14	Medical Assessment Policy Analyst
14	Product Owner
14	Project Coordinator
14	Senior Cyber Security Event Analyst (*see below, 14D)
14	Senior Functional Support Analyst
14	Senior Injury Claims Adjuster
14	Senior IT Analyst (*see below, 14D)
14	Supervisor, Accounting
14	Supervisor, Claims
14	Supervisor, Commercial Estimating
14	Supervisor, IT Request Fulfillment (*see below, 14D)
14	Supervisor, Production Support
14	Supervisor, Research Technician
14	Supervisor, Vehicle Safety
15	Injury Mediation Specialist
15	Senior Legislation Analyst
15	Supervisor, Bodily Injury - Out of Province
15	Supervisor, Commercial Claims
15	Supervisor, Injury Claims Management
15	Supervisor, IRI
15	Supervisor, IT Support (*see below, 15A)
15	Supervisor, Medical Assessment
15	Supervisor, Out of Province Claims
15	Supervisor, Rural Service Centre
15	Supervisor, System Support (*see below, 15A)
15	Supervisor, Underwriting
15A	Supervisor, IT Support
15A	Supervisor, System Support

Salary Schedule

In Scope Salary Structure
Effective September 27, 2020 to September 26, 2022
 0% General Wage Increase

Pay							
Grade		1	2	3	4	5	6
1	Hourly	16.0841	16.6468	17.2280	17.8330	18.4552	19.1035
	Biweekly	1,166.10	1,206.90	1,249.03	1,292.89	1,338.00	1,385.00
	Annual	30,318	31,379	32,475	33,615	34,788	36,010
70	Hourly	16.6468	18.4552	20.4639	22.6878	25.1548	
	Biweekly	1,206.90	1,338.00	1,483.63	1,644.87	1,823.72	
	Annual	31,379	34,788	38,574	42,767	47,417	
2	Hourly	17.2280	17.8330	18.4552	19.1035	19.7712	20.4639
	Biweekly	1,249.03	1,292.89	1,338.00	1,385.00	1,433.41	1,483.63
	Annual	32,475	33,615	34,788	36,010	37,269	38,574
3	Hourly	18.4552	19.1035	19.7712	20.4639	21.1787	21.9216
	Biweekly	1,338.00	1,385.00	1,433.41	1,483.63	1,535.45	1,589.32
	Annual	34,788	36,010	37,269	38,574	39,922	41,322
4	Hourly	19.7712	20.4639	21.1787	21.9216	22.6878	23.4822
	Biweekly	1,433.41	1,483.63	1,535.45	1,589.32	1,644.87	1,702.46
	Annual	37,269	38,574	39,922	41,322	42,767	44,264
4B	Hourly	19.7712	20.4639	21.1787	21.9216	22.6878	23.4822
	Biweekly	1,581.70	1,637.11	1,694.30	1,753.73	1,815.02	1,878.58
	Annual	41,124	42,565	44,052	45,597	47,191	48,843
5	Hourly	21.1787	21.9216	22.6878	23.4822	24.3036	25.1548
	Biweekly	1,535.45	1,589.32	1,644.87	1,702.46	1,762.01	1,823.72
	Annual	39,922	41,322	42,767	44,264	45,812	47,417
6	Hourly	22.6878	23.4822	24.3036	25.1548	26.0346	26.9453
	Biweekly	1,644.87	1,702.46	1,762.01	1,823.72	1,887.51	1,953.54
	Annual	42,767	44,264	45,812	47,417	49,075	50,792
6B	Hourly	22.6878	23.4822	24.3036	25.1548	26.0346	26.9453
	Biweekly	1,815.02	1,878.58	1,944.29	2,012.38	2,082.77	2,155.62
	Annual	47,191	48,843	50,551	52,322	54,152	56,046

7	Hourly	24.3036	25.1548	26.0346	26.9453	27.8896	28.8652
	Biweekly	1,762.01	1,823.72	1,887.51	1,953.54	2,021.99	2,092.73
	Annual	45,812	47,417	49,075	50,792	52,572	54,411
7B	Hourly	24.3036	25.1548	26.0346	26.9453	27.8896	28.8652
	Biweekly	1,944.29	2,012.38	2,082.77	2,155.62	2,231.17	2,309.22
	Annual	50,551	52,322	54,152	56,046	58,010	60,040
8	Hourly	26.0346	26.9453	27.8896	28.8652	29.8754	30.9198
	Biweekly	1,887.51	1,953.54	2,021.99	2,092.73	2,165.97	2,241.69
	Annual	49,075	50,792	52,572	54,411	56,315	58,284
9	Hourly	27.8896	28.8652	29.8754	30.9198	32.0031	33.1227
	Biweekly	2,021.99	2,092.73	2,165.97	2,241.69	2,320.23	2,401.39
	Annual	52,572	54,411	56,315	58,284	60,326	62,436
10	Hourly	29.8754	30.9198	32.0031	33.1227	34.2834	35.4846
	Biweekly	2,165.97	2,241.69	2,320.23	2,401.39	2,485.54	2,572.64
	Annual	56,315	58,284	60,326	62,436	64,624	66,889
11	Hourly	32.0031	33.1227	34.2834	35.4846	36.7249	38.0111
	Biweekly	2,320.23	2,401.39	2,485.54	2,572.64	2,662.55	2,755.80
	Annual	60,326	62,436	64,624	66,889	69,226	71,651
12	Hourly	34.2834	35.4846	36.7249	38.0111	39.3412	40.7156
	Biweekly	2,485.54	2,572.64	2,662.55	2,755.80	2,852.23	2,951.88
	Annual	64,624	66,889	69,226	71,651	74,158	76,749
13	Hourly	36.7249	38.0111	39.3412	40.7156	42.1436	43.6181
	Biweekly	2,662.55	2,755.80	2,852.23	2,951.88	3,055.41	3,162.31
	Annual	69,226	71,651	74,158	76,749	79,441	82,220
14	Hourly	39.3412	40.7156	42.1436	43.6181	45.1468	46.7241
	Biweekly	2,852.23	2,951.88	3,055.41	3,162.31	3,273.14	3,387.50
	Annual	74,158	76,749	79,441	82,220	85,102	88,075
15	Hourly	42.1436	43.6181	45.1468	46.7241	48.3588	50.0525
	Biweekly	3,055.41	3,162.31	3,273.14	3,387.50	3,506.01	3,628.81
	Annual	79,441	82,220	85,102	88,075	91,156	94,349