

# **Collective Agreement**

*between*

**Travel Manitoba**

*and*

**Manitoba Government and General Employees' Union**

**Local 355**

**March 27, 2014 to March 26, 2018**

## Table of Contents

Article 1	Interpretation.....	1
Article 2	Duration of Agreement .....	4
Article 3	Amendment to the Salary Schedule .....	5
Article 4	Application of Agreement .....	5
Article 5	Term Employees .....	6
Article 6	Conduct of Employees .....	8
Article 7	No Discrimination .....	8
Article 8	Management Rights.....	9
Article 9	Pay .....	9
Article 10	Retroactive Wages.....	9
Article 11	Recruitment and Appointment.....	10
Article 12	Medical Fitness .....	11
Article 13	Probation .....	11
Article 14	Performance Appraisal.....	13
Article 15	Merit Increases .....	13
Article 16	Disciplinary Action.....	15
Article 17	Resignations .....	16
Article 18	Contracting Out .....	16
Article 19	Devolution and Transfer of Services.....	17
Article 20	Technological Change .....	18
Article 21	Change of Work Headquarters .....	19
Article 22	Layoff.....	20
Article 23	Severance Pay .....	24
Article 24	Holidays.....	26
Article 25	Vacation.....	29
Article 26	Sick Leave .....	33
Article 27	Workers Compensation.....	36

Article 28	Compassionate Leave .....	37
Article 29	Family Related Leave.....	38
Article 30	Paternity Leave.....	38
Article 31	Maternity Leave.....	39
Article 32	Adoptive Parent Leave .....	42
Article 33	Parental Leave .....	42
Article 34	Bridging of Service .....	43
Article 35	Loss Of or Damage To Personal Effects.....	44
Article 36	Dental Plan.....	46
Article 37	Vision Care Plan.....	46
Article 38	Drug Plan.....	47
Article 39	Health Spending Account.....	47
Article 40	Employee Assistance Program .....	48
Article 41	Health and Safety .....	48
Article 42	Uniforms and Protective Clothing.....	50
Article 43	Video Display Terminals .....	52
Article 44	Union Business .....	52
Article 45	Rights of Stewards.....	54
Article 46	Union Security.....	55
Article 47	Grievance Procedure .....	56
Article 48	Grievance Arbitration Procedure .....	59
Article 49	Harassment .....	64
Article 50	Reclassification Procedure.....	65
Article 51	Civil Liability .....	66
Article 52	Employee Files.....	66
Article 53	Long Term Disability Income Plan.....	67
Article 54	Seniority .....	67
Article 55	Part-time Employees.....	69
Article 56	Ambulance and Hospital Semi Private Plan .....	69
Article 57	Hours, Times and Days of Work.....	69

<b>Article 58</b>	<b>Overtime .....</b>	<b>70</b>
<b>Article 59</b>	<b>Weekend Premium .....</b>	<b>71</b>
<b>Article 60</b>	<b>Standby .....</b>	<b>71</b>
<b>Article 61</b>	<b>Court Leave .....</b>	<b>72</b>
<b>Article 62</b>	<b>Acting Status.....</b>	<b>72</b>
<b>Article 63</b>	<b>Labour Management Consultation Committee .....</b>	<b>72</b>
<b>Article 64</b>	<b>Passports.....</b>	<b>73</b>
<b>Article 65</b>	<b>EcoPass Program .....</b>	<b>73</b>
<b>Article 66</b>	<b>Respectful Workplace Program .....</b>	<b>73</b>
<b>Appendix “A”: Exclusions from the Terms of the Agreement .....</b>		<b>75</b>
<b>Appendix “B”: Application of Benefits to Part-time Employees.....</b>		<b>76</b>
B1	Definitions.....	76
B2	Application .....	77
B3	Conversions.....	77
B4	General Principles .....	78
B5	Benefits .....	78
<b>Appendix “C”: Casual Employees .....</b>		<b>82</b>
<b>Appendix “D”: Privately Owned Vehicles.....</b>		<b>84</b>
<b>Appendix “E”: Meals and Miscellaneous Expenses.....</b>		<b>85</b>
E1	Meals Eligibility for Claims .....	85
E2	Meal Expenses .....	86
E3	Meal Allowances During Overtime Work.....	88
E4	Incidentals Allowance .....	88
E5	Miscellaneous Expenses During Travel .....	89
E6	Travel Status Return Home Over A Weekend.....	90
E7	Accommodations .....	90
E8	Definitions.....	90
<b>Appendix “F”: Modified Work Schedule - Marketing Outreach.....</b>		<b>92</b>
<b>Flexible Hours Guidelines .....</b>		<b>95</b>
<b>Secondment Guideline .....</b>		<b>96</b>
<b>Letter of Intent .....</b>		<b>97</b>

Re: Job Sharing  
**Letter of Intent ..... 98**

Re: Staff Development  
**Memorandum of Agreement..... 99**

Re: Professional Fees  
**Memorandum of Agreement..... 100**

Re: Workplace Health and Wellness  
**Memorandum of Agreement.....101**

Re: Flexible Work Arrangements Leading To Retirement  
**Memorandum of Agreement..... 102**

Re: Workload Manageability  
**Memorandum of Agreement..... 103**

Re: Privately Owned Vehicles  
**Memorandum of Agreement..... 105**

Re: Superannuation (Pension Contribution Increase)  
**General Pay Increases ..... 106**

**Salary Schedule - Appendix A..... 107**

**Effective March 27, 2014 - 2% Increase**

**Effective March 27, 2015 - 2% Increase**

**Effective March 27, 2016 - 2% Increase**

**Effective March 27, 2017 - 2% Increase**

**Respectful Workplace Policy .....112**

\*All changes appear in **bold**.

## Alphabetical Table of Contents

Article 62	Acting Status.....	72
Article 32	Adoptive Parent Leave .....	42
Article 56	Ambulance and Hospital Semi Private Plan .....	69
Article 3	Amendment to the Salary Schedule .....	5
Article 4	Application of Agreement .....	5
Article 34	Bridging of Service .....	43
Article 21	Change of Work Headquarters .....	19
Article 51	Civil Liability .....	66
Article 28	Compassionate Leave .....	37
Article 6	Conduct of Employees .....	8
Article 18	Contracting Out .....	16
Article 61	Court Leave .....	72
Article 36	Dental Plan.....	46
Article 19	Devolution and Transfer of Services.....	17
Article 16	Disciplinary Action.....	15
Article 38	Drug Plan.....	47
Article 2	Duration of Agreement .....	4
Article 64	EcoPass Program .....	73
Article 40	Employee Assistance Program .....	48
Article 52	Employee Files .....	66
Article 29	Family Related Leave.....	38
Article 48	Grievance Arbitration Procedure .....	59
Article 47	Grievance Procedure .....	56
Article 49	Harassment .....	64
Article 41	Health and Safety .....	48
Article 39	Health Spending Account.....	47
Article 24	Holidays.....	26
Article 57	Hours, Times and Days of Work.....	69

Article 1	Interpretation.....	1
Article 63	Labour Management Consultation Committee .....	72
Article 22	Layoff.....	20
Article 53	Long Term Disability Income Plan.....	67
Article 35	Loss Of or Damage To Personal Effects.....	44
Article 8	Management Rights.....	9
Article 31	Maternity Leave.....	39
Article 12	Medical Fitness .....	11
Article 15	Merit Increases .....	13
Article 7	No Discrimination .....	8
Article 58	Overtime .....	70
Article 33	Parental Leave .....	42
Article 55	Part-time Employees.....	69
Article 64	Passports.....	73
Article 30	Paternity Leave.....	38
Article 9	Pay .....	9
Article 14	Performance Appraisal.....	13
Article 13	Probation .....	11
Article 50	Reclassification Procedure.....	65
Article 11	Recruitment and Appointment.....	10
Article 17	Resignations .....	16
Article 65	Respectful Workplace Program .....	73
Article 10	Retroactive Wages.....	9
Article 45	Rights of Stewards.....	54
Article 54	Seniority.....	67
Article 23	Severance Pay .....	24
Article 26	Sick Leave.....	33
Article 60	Standby .....	71
Article 20	Technological Change .....	18
Article 5	Term Employees .....	6

Article 42	Uniforms and Protective Clothing.....	50
Article 44	Union Business .....	52
Article 46	Union Security.....	55
Article 25	Vacation.....	29
Article 43	Video Display Terminals .....	52
Article 37	Vision Care Plan.....	46
Article 59	Weekend Premium.....	71
Article 27	Workers Compensation.....	36
Appendix “A”	Exclusions from the Terms of the Agreement.....	75
Appendix “B”	Application of Benefits to Part-time Employees .....	76
Appendix “C”	Casual Employees.....	82
Appendix “D”	Privately Owned Vehicles.....	84
Appendix “E”	Meals and Miscellaneous Expenses.....	85
Appendix “F”	Modified Work Schedule Marketing Outreach.....	92
	Flexible Hours Guidelines .....	95
	Secondment Guideline .....	96
	Letter of Intent .....	97
	Re: Job Sharing	
	<b>Letter of Intent</b> .....	98
	Re: Staff Development	
	<b>Memorandum of Agreement</b> .....	99
	Re: Professional Fees	
	<b>Memorandum of Agreement</b> .....	100
	Re: Workplace Health and Wellness	
	<b>Memorandum of Agreement</b> .....	101
	Re: Flexible Work Arrangements Leading To Retirement	
	<b>Memorandum of Agreement</b> .....	102
	Re: Workload Manageability	
	<b>Memorandum of Agreement</b> .....	103
	Re: Privately Owned Vehicles	



**Memorandum of Agreement..... 105**  
    Re: Superannuation (Pension Contribution Increase)

**General Pay Increases ..... 106**

**Salary Schedule Appendix A ..... 107**  
    Effective March 27, 2014 - 2% Increase  
    Effective March 27, 2015 - 2% Increase  
    Effective March 27, 2016 - 2% Increase  
    Effective March 27, 2017 - 2% Increase

**Respectful Workplace Policy .....112**

\*All changes appear in **bold**.

This Agreement made this 27 day of July, 2015

between

**Travel Manitoba**

(hereinafter referred to as the “Employer”)

of the first part

and

**Manitoba Government and General Employees’ Union**

(hereinafter referred to as the “Union”)

of the second part.

WITNESSETH: That for the purpose of promoting cooperation and understanding between Travel Manitoba and its employees affected hereby, and to recognize the mutual value of joint discussions and negotiations with respect to compensation for employees, including the establishment of pay ranges for new classifications of employees and the adjustment from time to time of pay ranges for existing classifications of employees and working conditions of employees, the parties hereto agree as follows:

**Article 1 Interpretation**

**1:01** In this Agreement, unless the context otherwise requires, the expressions listed have the following meanings.

**1:02** “Accumulated Service” means the equivalent length of service acquired by the employee in accordance with the following:

- (a) Accumulated service is calculated based on all hours for which an employee has received regular pay. This includes regular hours worked and approved leaves of absence from the Employer where regular pay is maintained;

- (b) Accumulated service does not include overtime hours or any leaves of absence without pay or with partial pay including but not limited to suspensions without pay, workers compensation and other leave situations;
- (c) Accumulated service must be continuous service;
- (d) One (1) year of accumulated service for employees in seven and one-quarter (7<sup>1</sup>/<sub>4</sub>) hour day classifications equals 1,885 hours of accumulated service;
- (e) An employee can only receive a maximum of one (1) year of accumulated service in any twelve (12) month period.

**1:03** “Agreement” means this Collective Agreement.

**1:04** “Authorized Overtime” shall mean overtime authorized by the Employer and where the term “Overtime” is used in this Agreement, it shall mean authorized overtime.

**1:05** “Calendar Service” means the length of continuous service from the employee’s most recent date of hire to the present. Periods of layoff, while not affecting the continuity of service, are not included in the calculation of calendar service.

**1:06** “Casual Employee” means an employee who works less than the normal daily or weekly hours on average and whose work is irregular, non-recurring or does not follow an ongoing predetermined schedule of work on a regular and recurring basis. A casual employee may be employed for short periods to replace an absent employee.

**1:07** “Classification” means a group of positions involving duties and responsibilities so similar that the same or like qualifications may reasonably be required for, and the same schedule or grade of pay can be reasonably applied to, all positions in the group.

- 1:08** “Continuous Service” means consecutive and contiguous days, weeks, months and/or years of employment with the Employer where there has been no break in service involving termination of the employee.
- 1:09** “Dismissal” means the removal for disciplinary reasons from a position of employment for just cause.
- 1:10** “Employee” means a person employed in a position in the bargaining unit.
- 1:11** “Employer” means Travel Manitoba.
- 1:12** “Fiscal Year” means the period from and including April 1 and up to and including March 31.
- 1:13** “Increment” means the amount per annum provided as a rate of increase in the applicable salary payable to any eligible employee, which unless the context of the relevant approved pay range otherwise clearly indicates, may be granted annually on the applicable anniversary dates.
- 1:14** “Layoff” means to temporarily remove from a position of employment subject to the employee retaining such rights as set out under this Agreement.
- 1:15** “Part-time Employee” means an employee who normally works less than the full normal daily, weekly or monthly hours, as the case may be, and whose work follows an ongoing, predetermined schedule of work on a regular and recurring basis.
- 1:16** “Pay Range” means a series of rates of remuneration for a classification that provides for a minimum rate, a maximum rate, and such intermediate rates if any as may be considered necessary to permit periodic increases in remuneration and as set out in the respective salary schedules.
- 1:17** “Permanent Employee” means an employee who carries out and occupies a continuing function within Travel Manitoba who has all the rights and privileges of permanent status.
- 1:18** “Position” means a position of employment with Travel Manitoba.

- 1:19** “Promotion” means a change of employment from one (1) position to another having a higher maximum salary.
- 1:20** “Representative” means an officer of the Union, steward or staff representative.
- 1:21** “Transfer” means the removal of an employee from a position in a classification and appointing the employee to another position in the same classification or to another position in a different classification having the same maximum rate of pay.
- 1:22** “Union” means the Manitoba Government and General Employees’ Union.
- 1:23** Wherever the singular and the masculine are used in this Agreement, the same shall be construed as meaning the plural, or the feminine or the neuter where the context so admits or requires and the converse shall hold as applicable.

## **Article 2 Duration of Agreement**

- 2:01** This Agreement shall become effective from and including **March 27, 2014** and shall continue in effect up to and including **March 26, 2018** and shall remain in force and effect from year to year thereafter unless written notice to negotiate a renewal, or revision and renewal is given by either party at least forty five (45) days prior to but not more than one hundred eighty (180) days prior to the expiry date hereof. During the period required to negotiate a renewal, or revision and renewal of this Agreement, this Agreement shall remain in full force and effect without change.
- 2:02** Where notice for revision of this Agreement is given under Section :01, the party giving notice agrees to deliver to the other their written proposals for the revision of the Agreement at least thirty (30) days prior to the expiry date of the Agreement. The parties shall, within twenty (20) working days following receipt of the specific proposals for revision to the Agreement, commence collective bargaining. These time limits may be changed by mutual agreement between the parties hereto.

- 2:03** It is agreed by both parties that during the term of this Agreement, there shall be no strikes, lockouts, stoppage of work, or slowdown, and that all disputes and grievances shall be settled in accordance with the procedures set forth in Article 47 - Grievance Procedure.
- 2:04** All additions, deletions, amendments, and/or revisions from the previous Agreement to this Agreement shall be effective date of **ratification** unless otherwise specified.

### **Article 3 Amendment to the Salary Schedule**

- 3:01** During the term of this Agreement, amendments to the salary schedule resulting from the introduction of a new classification, or amendments to Salary Schedule - Appendix A of the Agreement in respect of exclusions from the terms of this Agreement shall be determined through negotiation between the parties hereto.
- 3:02** If it is necessary for the purpose of recruitment or retention to effect an upward adjustment to the pay range of an established classification, the Employer shall consult with the Union and may amend the salary schedule to give effect to the required change. In no case shall such pay range be less than that already existing for the classification.

### **Article 4 Application of Agreement**

- 4:01** The Employer recognizes the Union as the sole and exclusive bargaining agent for those employees within the bargaining unit as well as further classifications of employees as may be agreed upon by the parties during the term of this Agreement.
- 4:02** The bargaining unit is comprised of employees whose classifications are listed in the attached salary schedules.
- 4:03** The terms of this Agreement shall apply as herein stated to:
- (a) Permanent employees;

- (b) Full-time term employees hired for a period in excess of two (2) months service;
- (c) Part-time employees. The agreement shall apply effective the start of the biweekly pay period following the attainment of three hundred four and one-half (304½) hours of accumulated service;
- (d) Casual employees. The Agreement shall apply effective the start of the biweekly pay period following the attainment of one hundred sixty (160) hours of accumulated service. The only provisions of the Agreement which apply to casual employees are those listed in Appendix “C” - Casual Employees.

**4:04** The terms of this Agreement shall not apply to:

- (a) Incumbents of the positions set forth in Salary Schedule - Appendix A attached hereto; and
- (b) Any Travel Manitoba employees represented by a recognized bargaining agent and covered by another Collective Agreement; and
- (c) Student assistants hired under the provisions of the Student Temporary Employment Program Policy (STEP).

## **Article 5    Term Employees**

**5:01** “Term Employee” means an employee hired for a specific term of employment. The term of employment may be based on a specific period of time or the completion of a specific job or until the occurrence of a specified event.

**5:02** The Employer shall not be required to give any notice or payment in lieu thereof to a term employee whose services are terminated following the completion of a specific term for which the employee was hired.

- 5:03** Where the employment of a term employee terminates at the end of a specific term of employment or on the completion of a job for which the employee was specifically employed, no notice of resignation is required.
- 5:04** Where a term employee is laid off at the end of a specific term of employment or after the completion of a specific job for which the employee was employed, no notice of layoff is required.
- 5:05** A term employee with less than twelve (12) months service who is being laid-off at a time other than at the end of a specific term of employment or completion of a job for which the employee was specifically employed shall be given two (2) weeks written notice prior to the layoff date or be granted payment in lieu thereof.
- 5:06** A term employee with more than twelve (12) months service who is being laid off at a time other than at the end of a specific term of employment or completion of a job for which the employee was specifically employed shall be given four (4) weeks written notice prior to the lay-off date or be granted payment in lieu thereof.
- 5:07** Where a term employee is employed in the same position performing the same function for a period of more than **thirty-six (36)** continuous months and where the need for the position is expected to continue, the Employer will convert the employee to permanent status.
- 5:08** An employee appointed to a term position shall be informed in writing as to the duration of the employee's term. Where the term relates to the reasons set out in Section :10, the employee shall be so informed. Failure to comply with the foregoing shall not in itself negate the employee's status as a term employee.
- 5:09** Where the employee is not to be converted in accordance with Section :07, the employee shall be notified in writing of the reasons prior to the completion of **thirty-six (36)** continuous months of service. Inadvertent failure to provide such notice shall not result in a right to conversion if the other conditions in Section :07 are not met. A meeting may be held with the



employee to discuss the matter. The employee has the option to have a Union Representative present.

**5:10** Section :09 does not apply:

- (a) Where a term employee is replacing an employee who is absent for any reason; or
- (b) To a term employee whose salary is cost shared under a Federal-Provincial cost sharing agreement which requires, as a condition of cost sharing, that employees are not permanent (regular) employees.

**5:11** Employer representatives will meet with the Union between February 1 and March 15 in each year to review the status of all term employees with more than **thirty-six (36)** continuous months of service.

### **Article 6 Conduct of Employees**

**6:01** Employees are expected to observe the standards of behaviour consistent with the mandate and policies of Travel Manitoba.

**6:02** Where an employee is absent without leave for a period of **one (1) week**, the employee shall be considered to have abandoned his or her position and shall be deemed to have been terminated on the last day on which the employee was present at work and performed the employee's regular duties.

### **Article 7 No Discrimination**

**7:01** The parties hereto agree that there shall be no discrimination, harassment, coercion or interference exercised or practiced with respect to any employee by reason of age, sex, marital status, sexual orientation, race, creed, colour, ethnic or national origin, political or religious affiliation or membership in the Union or activities in the Union.

**7:02** All pay and benefit provisions in the Agreement have been negotiated with the specific understanding that the provisions are not discriminatory.

## Article 8 Management Rights

- 8:01** All the functions, rights, personnel pay practices, powers and authority which the Employer has not specifically abridged, delegated or modified by this Agreement are recognized by the Union as being retained by the Employer.
- 8:02** In administering this Agreement, the Employer shall act reasonably, fairly, in good faith, and in a manner consistent with the Agreement as a whole.

## Article 9 Pay

- 9:01** An employee shall be paid the current hourly rate for all hours worked in the employee's classification contained within the Agreement.
- 9:02** Where an employee is promoted to another classification with a higher maximum rate of pay, if possible, the employee shall receive an increase of one (1) step or an amount necessary to take the employee to the range minimum of the higher classification, whichever is greater.
- 9:03** Where, in special cases, the application of the general rules for placing an employee on a step of a pay range works an injustice or does not make adequate provision, the Employer shall consult with the Union, and may make such provisions as may be necessary to maintain equity and parity among salaries of incumbents of such positions within the pay range of the classification. Such provisions may take the form of salary rate assignment of incumbents to a proper and equitable step of the pay range of the classification of the position or to such a step of the pay range of the incumbent in the event that the pay range of the incumbent is lower than the pay range of the classification of the position.

## Article 10 Retroactive Wages

- 10:01** Retroactive pay adjustments for the period between the expiration of the previous Agreement and the **ratification** of this Agreement shall apply to:

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

**10:02** Retroactive pay adjustments for the period between the expiration of the previous Agreement and the **ratification** of this Agreement shall be made to employees who have voluntarily terminated their services (resigned).

### **Article 11 Recruitment and Appointment**

- 11:01** When a new or vacant position in the bargaining unit becomes available, the position shall be filled through a competitive process following a job posting. Positions may be advertised internally and externally at the same time. Internal applications will be reviewed by the Employer before reviewing any external applications. Internal applicants who meet the screening criteria will be interviewed for the position.
- 11:02** Notwithstanding Article 11:01, first consideration for filling vacancies or new positions shall be given to persons on the re-employment list.
- 11:03** Where a vacant or new position is to be filled through internal competition, a bulletin shall be posted for a minimum of five (5) days.
- 11:04** The bulletin shall state the closing date for applications, the location of the position, the classification, the duties and responsibilities of the position, the qualifications required and the salary range. The Union will be provided with a copy of all bulletins as they are issued.

- 11:05** The selection of employees for vacant or new positions shall be on the basis of qualifications, ability, prior work performance and seniority. Where qualifications, ability and prior work performance are relatively equal, seniority shall be the determining factor.
- 11:06** An employee who is notified that he or she is an unsuccessful applicant for a vacant position shall be supplied with the reasons for non-acceptance within ten (10) days of making a written request. Such a request shall be made within ten (10) days of receipt of the notification that the employee was an unsuccessful applicant. An employee who has been given the reasons for non-acceptance verbally, may then request that the reasons be provided in writing and the reasons shall be provided in writing by the Employer.
- 11:07** A permanent employee may apply for and be appointed to a term position as a permanent employee provided that the Employer has developed an employment plan which will return the employee to the employee's permanent position or an acceptable alternate position.

## **Article 12 Medical Fitness**

- 12:01** A physical and/or psychiatric examination may be required for any employee where the Employer believes that such an examination is necessary.
- 12:02** Such examination shall be carried out by a duly qualified medical practitioner acceptable to the Employer who shall complete the forms required by the Employer.
- 12:03** The cost of any examination required under this Article shall be paid by the Employer. Where the Employer requires the employee to absent themselves from the workplace pending the outcome of the examination, the employee shall be put on sick leave with pay to the extent of available sick leave credits.

## **Article 13 Probation**

- 13:01** All new employees shall be on probation for six (6) months from the date of the commencement of employment. Probation may be extended up to six (6)

additional months provided an evaluation has been given to the employee prior to the completion of three (3) months and six (6) months of service.

- 13:02** An employee shall be notified in writing by the Director, Corporate Services of any extension of the probation period under Article 13:01 prior to the expiry of the probation period. A meeting may be held with the employee to discuss the extension. The employee has the option to have a representative present.
- 13:03** An employee's probation period of six (6) months plus any extension shall be considered the initial probation period. This initial probation period shall not exceed twelve (12) months.
- 13:04** An employee who is rejected during the initial probation period may grieve the rejection at Step 2 of the grievance procedure within fifteen (15) working days from the date the employee received the notice of rejection. The manager responsible for human resources or designate shall hold a hearing to discuss the grievance with the employee and the employee's representative. The decision at Step 2 shall be final for such grievances.
- 13:05** An employee who is promoted shall be on probation for a period of six (6) months.
- 13:06** Where an employee has been rejected on probation following a promotion, upon such rejection the Employer will relocate the employee to the employee's former position or to a position comparable to the former position.
- 13:07** An employee shall not be required to serve a further probation period when:
- (a) The employee is promoted without competition as a result of reclassification of the employee's position;
  - (b) The employee initiates a transfer to a position in the same classification involving similar duties and responsibilities;

(c) The Employer initiates the transfer or demotion of an employee from one position to another for any reason.

- 13:08** The rejection of an employee on probation is not arbitrable.
- 13:09** An employee who is being rejected during the employee's probation period shall be provided with two (2) weeks' notice or payment in lieu thereof.
- 13:10** An employee who is temporarily appointed to another position on an acting basis is not considered to be on probation. If the employee is subsequently appointed or promoted to that position, the period during which the employee was in acting status does not count towards the employee's probation period.

#### **Article 14 Performance Appraisal**

- 14:01** Where a formal assessment of an employee's performance is made, the employee concerned shall be given an opportunity to sign the assessment form upon its completion to indicate that its contents have been read. Employees shall have the right to place their own comments on the form where such space is provided or to append their comments to the form where no space is provided.
- 14:02** An employee shall receive a copy of the assessment.

#### **Article 15 Merit Increases**

- 15:01** "Merit Increase" means an increase in the rate of pay of an employee within the employee's pay range which may be granted in recognition of satisfactory service on the employee's anniversary date.
- 15:02** The anniversary date of an employee is the first of the month which follows the date on which the employee is employed in a position with the Employer.
- 15:03** Where the pay range for an employee's classification permits, an employee shall be eligible for a merit increase twelve (12) months from the employee's

anniversary date provided that the employee has accumulated 1,008 regular hours of work during that twelve (12) month period.

- 15:04** Where an employee is granted an increment in accordance with Section :03, the effective date for an employee's merit increase shall be the first day of the bi-weekly pay period which includes the employee's anniversary date. An employee must be in the classification on the employee's anniversary date in order that the merit increment shall take effect at the beginning of the bi-weekly pay period that includes the said anniversary date.
- 15:05** Where an employee has not accumulated 1,008 hours in Section :03, he shall be eligible for a merit increase review upon the completion of 1,008 regular hours.
- 15:06** Where a merit increase is not granted to an employee on the employee's anniversary date:
- (a) The employee shall be notified of the merit increase denial on or before the applicable anniversary date. The employee shall be provided in writing with the reasons the merit increase was denied;
  - (b) The merit increase may be granted to the employee on any subsequent monthly anniversary date which is not less than three (3) months from the employee's anniversary date. The effective date for such a merit increase shall be the first day of the bi-weekly pay period which includes the subsequent monthly anniversary date referred to;
  - (c) The employee may file a grievance at Step 1 of the grievance procedure. No grievance may be initiated where a merit increase is not granted to an employee under Subsection :06(b);
  - (d) the employee is eligible for a merit increase at the employee's next anniversary date notwithstanding that the employee was granted a merit increase under Subsection :06(b).

## Article 16 Disciplinary Action

- 16:01** An employee shall only be disciplined for just cause.
- 16:02** A hearing may be held with an employee prior to making a determination to suspend or dismiss an employee. The employee has the option to have a representative present.
- 16:03** Where a written report recommending disciplinary action is to be placed on an employee's file, the employee shall be given an opportunity to sign the report indicating it has been read. Upon signing the employee shall receive a copy of such a report.
- 16:04** Where disciplinary action has been taken the employee shall be advised in writing of the disciplinary action and the circumstances and actions which made the disciplinary action necessary. The employee shall sign a copy only to acknowledge its receipt and shall retain a copy.
- 16:05** An employee may grieve any disciplinary action according to the grievance procedure. Grievances concerning demotion, suspension or dismissal shall be initiated at Step 2 of the grievance procedure.
- 16:06** The person or board to whom a grievance is made may:
- (a) Uphold the disciplinary action; or
  - (b) Vary the disciplinary action; or
  - (c) Determine that no disciplinary action is warranted and remove any document pertaining to the disciplinary action from the employee's file(s).
- 16:07** No notice or payment in lieu thereof is required where an employee is dismissed.



## **Article 17 Resignations**

- 17:01** An employee wishing to resign shall provide the Employer with a written notice of resignation which shall specify the last day upon which the employee will perform the employee's regular duties.
- 17:02** The effective date of a resignation shall be the last day upon which an employee is present at work and performs the employee's regular duties.
- 17:03** Notwithstanding 17:01 and 17:02, an employee who provides written notice under 17:01 may, with the approval of the Employer, be permitted to utilize paid leave in the form of vacation or banked time to extend the effective date of the employee's resignation under 17:02 by the number of days of paid leave available.
- 17:04** Subject to Sections 17:05 and 17:06, where the last day on which an employee who has submitted a notice of resignation performs the employee's regular duties precedes a Friday which, but for the fact that a holiday falls thereon would be a regular working day, the employee shall be deemed to have voluntarily terminated the employee's service on that Friday and shall be eligible for holiday pay for that Friday.
- 17:05** Employees shall give written notice of resignation at least two (2) weeks prior to the date on which the resignation is to be effective. Notice of resignation shorter than the required two (2) weeks may only be given with the approval of the Employer.
- 17:06** An employee may, with the approval of the Employer, withdraw the notice of resignation at any time before the resignation becomes effective.

## **Article 18 Contracting Out**

- 18:01** Where work is to be contracted out which would result in the redundancy of employees in the bargaining unit, then the Employer will provide the Union with four (4) months' notice.

**18:02** During the notice period, the parties shall meet to discuss the reasons for and possible alternatives to the proposed contracting out as well as to facilitate potential retraining and/or redeployment opportunities.

### **Article 19 Devolution and Transfer of Services**

**19:01** In the event of the devolution and transfer of services provided by employees covered by this Agreement to a non-Government organization or to a Crown Corporation, Board, Agency, Commission established by Government, the Union shall be notified no less than four (4) months prior to the transfer of employees. The parties will establish a joint committee to facilitate the orderly transfer of employees who are impacted.

**19:02** Where the successor-ship provisions of The Labour Relations Act have been determined to apply, the provisions of this Agreement continue in effect for the affected employees until the expiry of the Agreement.

**19:03** Travel Manitoba and the Union will work together with the successor Employer to negotiate a transition agreement respecting the administration and interpretation of this Agreement during the period required to negotiate a new Collective Agreement.

**19:04** Travel Manitoba will make reasonable efforts and give priority consideration to obtaining employment opportunities:

- (a) With the new Employer for employees who are not being transferred;  
and
- (b) Within Travel Manitoba for employees who do not wish to transfer to the new Employer.

**19:05** Articles 19:02 and 19:03 do not apply to devolution and transfers to other levels of Governments.

**19:06** The provisions of this Article do not apply to secondment of employees.

## Article 20 Technological Change

- 20:01** The Employer and the Union recognize that technological change can offer significant improvements in the quality and quantity of services provided to the public.
- 20:02** For purposes of this Article, “Technological Change” means the introduction of equipment or material into the Employer’s operations which is likely to affect the security of employment of permanent employees.
- 20:03** The Employer agrees that it will endeavour to introduce technological change in a manner which, as much as is practicable, will minimize the disruptive effects on services to the public and employees.
- 20:04** Where the Employer intends to introduce technological change, the following procedure will be followed:
- (a) The Employer will provide the Union with **three (3)** months’ notice prior to the date the change is to be effective;
  - (b) During this period, the parties will meet to discuss the steps to be taken to assist the employees who could be affected;
  - (c) Where retraining is to be provided, it shall be provided during the employees’ normal working hours except where the retraining is not available during the employee’s normal working hours;
  - (d) At the request of either party, an onsite technological change implementation committee shall be established at the work location(s) affected. The Committee will consist of two (2) worker representatives and two (2) management representatives. The role of the Committee will be to facilitate the implementation of the technological change in a manner consistent with this Article.

## **Article 21 Change of Work Headquarters**

- 21:01** Where, as a result of a reorganization an employee's work headquarters is moved from one (1) city or town to another city or town requiring a change of residence by the employee, the employee shall be given notice of the move three (3) months in advance of the date upon which the move of the employee is to be effected. Such notice shall be provided in writing to the employee by the Employer.
- 21:02** An employee must accept or reject relocation within two (2) weeks. Where an employee has accepted relocation, the employee may request that the effective date of the relocation be deferred by up to one (1) month for personal reasons such as the impact on school-age children.
- 21:03** The parties recognize that it may be necessary to relocate specific employees based on operational needs and the qualifications required at both locations. Where this is not a factor, the Employer will seek qualified volunteers at the transferring location. Where there are insufficient volunteers, the notice shall be provided to the most junior qualified employee within the classification and work location from which the relocation is to occur. Notwithstanding this process, the original relocation date as established in Section :01 remains unchanged.
- 21:04** Where such notice has been given to an employee and the employee is unable to relocate, every reasonable effort will be made to place the employee in another suitable position within Travel Manitoba.
- 21:05** Where an employee with one (1) or more years of continuous service is unable to relocate, the employee shall be subject to layoff. If the employee has not been offered another suitable position within one (1) year from the date of lay-off the employee shall be permanently laid-off and shall be eligible for severance pay in accordance with Article 24 - Severance Pay.
- 21:06** For purposes of interpretation of this Article, where the term "Suitable Position" is used it means a position which the employee is reasonably

qualified for and able to perform and which is in a location that would not require a change of residence by the employee.

- 21:07** Where an employee has accepted relocation involving a change in residence by the employee, the employee shall be reimbursed for expenses incurred due to the relocation in accordance with existing policy respecting “Expenses of Removal on Transfer” contained in the Province of Manitoba’s General Manual of Administration.

## **Article 22    Layoff**

- 22:01** Where by reason of a shortage of work or funds, or the abolition of a position or material changes in duties or organization, the Employer determines that a layoff(s) is necessary, the Employer shall determine the classification(s) from which the layoff(s) are to take place.
- 22:02** The Employer shall determine the employees within each classification from which employees are to be laid off.
- 22:03** Where the layoff(s) of employee(s) is necessary, the Employer shall provide the Union with written notice not less than **twenty (20) calendar** days prior to the date of layoff(s). The parties shall then meet to discuss the steps to be taken to assist the employees affected.
- 22:04** Employees selected for lay-off, except for term employees with less than one (1) year seniority, will be provided with four (4) weeks’ notice or payment in lieu thereof. Where a term employee is being laid off at the end of a specific term of employment or after completion of a job for which the employee was specifically employed, no notice of layoff is required. The Union shall be provided with a copy of all layoff notices issued.
- 22:05** Two (2) weeks’ notice or payment in lieu thereof shall be provided to term employees with less than one (1) year of seniority who are selected for layoff.
- 22:06** In determining the order of layoff of employees, seniority shall be the determining factor. This Section is subject to the requirement that the

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

**22:07** An employee selected for layoff may exercise an option to displace the most junior employee in the same classification or in an equivalent or lower classification, based on the bi-weekly rate of pay in the pay plan, subject to the following:

- (a) A term employee laid off prior to the expiry of his/her term may only displace another term employee with the same scheduled expiry date;
- (b) The employee exercising the displacement option must have the qualifications and ability to perform the work of the person he/she is seeking to displace;
- (c) The employee may only decline the displacement opportunity if the position is in a location which would require a change in residence of the employee;
- (d) If the employee cannot displace the most junior employee or declines the displacement option in accordance with subsection (c), the employee may then elect to displace the next most junior employee. The process will continue in this manner until there are no displacement opportunities.

**22:08** An employee who is displaced pursuant to 23:07 shall be given notice of lay-off and may, in turn exercise an employment displacement option as set out in 23:07. The process will continue in this manner until there are no displacement opportunities.

**22:09** An employee who is entitled to displace another employee in accordance with the provisions of this Article may have a familiarization period in the new position. The purpose of the familiarization period is to allow the employee to become oriented to the specific duties of the position. The familiarization period is not intended to be a period during which an employee acquires the

necessary qualifications and ability to enable the employee to displace another employee.

- 22:10** For purposes of this Article, “Qualifications” refers to education, knowledge, training, skills, experience, aptitude, and competence. “Ability” refers to mental, and physical capability. The Employer, in making a decision with respect to determining which employees are to be retained and which employees are to be laid-off, shall determine qualifications, and the ability of employees to perform the duties which the remaining employees will be required to perform, in a fair, reasonable, and non-discriminatory manner. The onus of proof rests with the Employer in any dispute over the application of qualifications and ability to perform the duties which the remaining employees will be required to perform.
- 22:11** The provision of 23:07 is not applicable if the layoff is to be for a duration of less than three (3) months and the employee(s) is to return to his/her position upon expiry of such layoff.
- 22:12** Casual employees shall not be used to do the work of laid off employees unless the laid off employee(s) is not available for work.
- 22:13** Where an employee, including a term employee, alleges that the employee’s layoff has not been in accordance with this Agreement, the grievance procedure set forth in this Agreement shall apply except that the grievance shall be initiated at the second step of the procedure.
- 22:14** The Employer shall maintain a re-employment list for all employees covered by this Article who are laid off on other than a temporary basis. A copy of the list will be provided to the Union upon request.
- 22:15** Employees who are laid off shall be placed on a re-employment list for a period of up to twenty-four (24) months from the effective date of the layoff.
- 22:16** Employees who are placed on a re-employment list shall be called back to their positions in reverse order of layoff in the classification from which the employee was laid off.

- 22:17** An employee who is on the re-employment list must:
- (a) Report any change of address to Travel Manitoba Human Resources without delay;
  - (b) If called back or provided a reasonable re-employment opportunity, respond to the call-back or reasonable re-employment opportunity within seven (7) days of receipt of notification of call-back or reasonable re-employment opportunity. An employee accepting a reasonable re-employment opportunity at a lower rate of pay shall retain their recall rights under Article 23:16 for the duration of the time they would have remained on the re-employment list;
  - (c) Return to work within fourteen (14) days of receipt of notification of call-back or reasonable re-employment opportunity or such other date as may be agreed upon between the employee and the Employer;
  - (d) Except for good and sufficient reasons, accept a call-back or reasonable re-employment opportunity in accordance with this section or be deemed to have resigned.
- 22:18** A “Reasonable Re-employment Opportunity” is a position which the employee is reasonably qualified for and able to perform and which is in a location which would not require a change of residence by the employee.
- 22:19** Employees on a re-employment list may be offered re-employment to other positions within Travel Manitoba.
- 22:20** An employee who accepts another position may be placed on a trial period of not more than six (6) months duration. An employee who is found to be unsuitable during this trial period will be returned to the appropriate re-employment list for the greater of six (6) months or the remainder of the employee’s twenty-four (24) month period on the re-employment list. An employee found to be unsuitable may grieve the decision commencing at Step 2 of the grievance procedure.



**22:21** If a permanent employee accepts a term position as a result of re-employment, the employee's status as a permanent employee shall be maintained. On the expiry of the term, the employee will be permanently laid-off, or remain on the re-employment list for the remainder of the twenty-four (24) month period if applicable.

### **Article 23 Severance Pay**

**23:01** Employees with nine (9) or more years of accumulated service whose services are terminated as a result of retirement in accordance with the provisions of The Civil Service Superannuation Act, shall be paid severance pay in the amount of one (1) week's pay for each complete year of accumulated service or portion thereof, but the total amount of severance pay under this Section shall not exceed fifteen (15) weeks' pay.

Example: ten (10) years, eight (8) complete months of accumulated service equals ten and eight-twelfths ( $10\frac{8}{12}$ ) years of accumulated service for purposes of calculation.

**23:02** Where an employee in the employee's ninth year of accumulated service fails to complete nine (9) years' accumulated service as a result of retirement in accordance with the provisions of The Civil Service Superannuation Act, the employee shall be paid severance pay on the basis of nine (9) weeks' pay multiplied by the factor of the number of complete months service completed in the employee's ninth year divided by twelve (12) months.

**23:03** In addition to the severance pay set out in Section :01, employees who retire in accordance with the provisions of The Civil Service Superannuation Act will also be eligible for the following severance pay:

- (a) For employees with twenty (20) or more years of accumulated service, an additional two (2) weeks' pay;
- (b) For employees with twenty-five (25) or more years of accumulated service, two (2) weeks' pay in addition to the amount in Subsection (a);

- (c) For employees with thirty (30) or more years of accumulated service, two (2) weeks' pay in addition to the amount in Subsections (a) and (b);
- (d) For employees with thirty-five (35) or more years of accumulated service, two (2) weeks' pay in addition to the amounts in Subsections (a), (b) and (c).

**23:04** In the case of employees with nine (9) or more years of accumulated service whose services are terminated as a result of death, the employee's estate shall be paid severance pay in the amount of one (1) week's pay for each complete year of continuous employment or portion thereof, but the total amount of severance pay shall not exceed fifteen (15) weeks' pay.

Example: ten (10) years, eight (8) complete months of accumulated service equals ten and eight-twelfths ( $10\frac{8}{12}$ ) years of continuous service for purposes of calculation.

**23:05** Where an employee in the employee's ninth year of accumulated service fails to complete nine (9) years' accumulated service as a result of death, the employee's estate shall be paid severance pay on the basis of nine (9) weeks' pay multiplied by the factor of the number of complete months service completed in the employee's ninth year divided by twelve (12) months.

**23:06** Employees with one (1) or more years of accumulated service whose services are terminated as a result of permanent layoff, shall be paid severance pay in the amount of one (1) week's pay for each complete year of continuous employment or portion thereof, but the total amount of severance pay shall not exceed twenty-six (26) weeks' pay.

**23:07** Where an employee in the employee's first year of accumulated service fails to complete one (1) year's accumulated service as a result of permanent layoff, the employee shall be paid severance pay on the basis of one (1) week's pay multiplied by the factor of the number of complete months service completed in the employee's first year divided by twelve (12) months.

- 23:08** An employee who is eligible to receive severance pay in accordance with this Article may elect to receive the severance pay in two (2) equal payments provided both payments occur within the same fiscal year as the effective date of the retirement or permanent layoff. In the case of severance payable on permanent layoff, this provision only applies if the employee immediately elects permanent layoff upon receiving notice of layoff and waives the right to be placed on the re-employment list.
- 23:09** The rate of pay referred to in this Article shall be determined on the basis of the last regular biweekly rate of pay, excluding allowances, which was in effect for the employee at the time of retirement, permanent layoff, or death. Subject to Section :11, the rate of pay for hourly rated employees shall be determined on the basis of the applicable work week, thirty-six and one-quarter (36 $\frac{1}{4}$ ) hours.
- 23:10** In the case of employees eligible for severance pay who are on standby or temporary layoff at the time of retirement, permanent layoff or death, the weekly hours shall be, subject to Section :11, the normal weekly hours of work in effect for the classification of the employees at the time of the retirement, permanent layoff or death.
- 23:11** In the case of hourly paid employees whose total weekly hours of work vary between summer and winter, the severance pay to be paid shall be based on an average of the normal hours of work over the fiscal year.

## **Article 24    Holidays**

- 24:01** The following holidays shall be observed:

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

Any other holiday proclaimed by federal or provincial statute.

For calculation purposes holidays shall be observed as indicated below:

- (a) For all shift employees, where any of the holidays fall on a Saturday or a Sunday they shall be observed on that day. For purposes of this Article, a shift employee is one whose regular work week is not Monday to Friday inclusive;
- (b) For all non-shift employees, where any of the holidays fall on a Saturday or Sunday, the holiday shall be observed on the following Monday. Where holidays fall on both Saturday and Sunday, the holidays shall be observed on the following Monday and Tuesday.

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

- (a) The Travel Manitoba office shall be closed at noon (12:00 p.m.);
- (b) other Travel Manitoba work locations may be closed at noon (12:00 p.m.) or operated at reduced staffing levels after noon at the sole discretion of the Employer provided services to the public are not affected;
- (c) Where the Employer requires an employee to work beyond noon, the employee shall be entitled to compensatory leave on an hour for hour basis;
- (d) The day shall be considered a full working day for calculation purposes. Example: an employee on vacation will be deducted one (1) days' vacation credit for the day.

**24:03** An employee is entitled to the employee's regular pay for a holiday on which the employee does not work provided the employee:

- (a) Did not fail to report for work after having been scheduled to work on the day of the holiday;

- (b) Has not absented himself or herself from work without the consent of the Employer on the regular working day immediately preceding or following the holiday unless the absence is by reason of established illness.

**24:04** Notwithstanding Subsection :03(b) an employee who is on an approved leave of absence without pay at the time of the holiday shall be entitled to receive the employee's regular pay for the holiday in accordance with The Employment Standards Act.

**24:05** If an employee who is not entitled to pay for a holiday that falls on a regular working day for reasons as outlined in Section :03 does work on the holiday, the employee shall be paid wages equivalent to one and one-half times ( $1\frac{1}{2}x$ ) the employee's regular rate for the time worked on that day.

**24:06** Subject to Section :08, an employee who is required to work on the holiday when it is observed on the employee's day of rest shall receive, in addition to the regular holiday pay to which the employee may be entitled:

- (a) If the employee is eligible for premium overtime, overtime compensation based on double time ( $2x$ ) the employee's regular rate of pay for all overtime worked on the holiday. Such overtime compensation is in lieu of the overtime compensation to which the employee would otherwise be eligible;
- (b) If the employee is not eligible for premium overtime, compensation based on one and one-half times ( $1\frac{1}{2}x$ ) the employee's regular rate of pay for all overtime worked on the holiday. Such compensation is in lieu of the compensation to which an employee would otherwise be eligible.

**24:07** A shift employee who is entitled to pay for a holiday and who works on a holiday when it is the employee's regularly scheduled working day shall, in addition to the regular pay, be compensated at the rate of time and one-half ( $1\frac{1}{2}x$ ) for all regular hours worked on the holiday, or be granted compensatory leave for such hours worked at the rate of one and one-half ( $1\frac{1}{2}x$ ) hours for each additional hour worked. Shift employees shall be

entitled to add to their regular annual vacation a maximum of five (5) days accumulated compensatory leave, and any additional compensatory leave shall be granted at the discretion of the employing authority. Any overtime hours worked on the holiday shall be compensated on the same basis as set out in Subsection :06(a) or :06(b).

- 24:08** Subject to Section :09, the accumulated compensatory leave referred to in Section :07 above, shall be taken in the vacation year in which it is earned.
- 24:09** The Employer may allow accumulated compensatory leave in lieu of statutory holidays to be carried forward to the next vacation year.
- 24:10** In the event that an employee is terminated, the accumulated compensatory leave in lieu of statutory holidays shall be paid out at the final rate in effect for the employee during the year in which the statutory holidays were worked.
- 24:11** An employee who leaves Travel Manitoba shall receive pay in lieu of the compensatory leave that has not been granted.
- 24:12** Where a holiday falls within the vacation period of an employee, one (1) additional working day shall be added to the employee's vacation entitlement in lieu of the statutory holiday.

## **Article 25 Vacation**

- 25:01** For purposes of this Agreement, a vacation year is the period beginning on April 1 and ending on March 31 of the next year.
- 25:02** Vacation leave credits are calculated based on accumulated service. In addition, for purposes of calculation of vacation credits only, an employee shall be considered to have earned accumulated service in accordance with the following:
- (a) Where an employee is absent due to injuries or disabilities for which compensation is paid under The Workers Compensation Act, vacation leave shall accumulate as if the employee were not absent, but the extent

of such accumulation shall not continue beyond twelve (12) consecutive calendar months from the date the injury or disability occurred;

- (b) Full-time employees will receive vacation credits during approved leaves of absence without pay up to a maximum of forty (40) hours in a vacation year.

**25:03** Under no circumstances can an employee earn more than the maximum vacation credits that can be accumulated in any vacation year; i.e. fifteen (15), twenty (20), twenty-five (25) or thirty (30) vacation credits per vacation year.

**25:04** Employees shall earn vacation leave credits during each vacation year on the following basis:

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

hours of accumulated service to be taken in the vacation year in which twenty (20) calendar years of service are completed and yearly thereafter;

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

- 25:05** To calculate the number of vacation hours an employee has earned in a vacation year:
- (a) Determine the number of hours of accumulated service as determined in Section :02 that the employee has earned in a vacation year to a maximum of 1,885 hours;
  - (b) Divide by 1,885;
  - (c) Multiply by the employee's vacation leave credit accrual rate, i.e. fifteen (15), twenty (20), twenty-five (25), or thirty (30);
  - (d) Multiply by the daily hours for the employee's classification, i.e. seven and one-quarter ( $7\frac{1}{4}$ ) and round down to the nearest quarter ( $\frac{1}{4}$ ) hour.
- 25:06** Vacation credits do not accrue when an employee receives a vacation pay cash-out in lieu of vacation time taken.
- 25:07** An employee shall accumulate vacation credits from the date of commencement of employment.
- 25:08** (a) Subject to Section :08(e) vacation leave shall be taken in the vacation year following the vacation year in which it is earned. However, with the



approval of the Employer, vacation that has been earned in a vacation year may be taken in that vacation year;

- (b) Under no circumstances shall vacation leave be taken in advance of when it was earned;
- (c) Where operational requirements permit, vacation leave may be taken subject to the approval of the Employer;
- (d) The Employer may authorize vacation to commence on any day;
- (e) The Employer may authorize that vacation leave be carried forward to the next following year to supplement the vacation period in that year, but in no case will a vacation carry-over be allowed which comprises more than one (1) previous year's vacation entitlement;
- (f) The Employer may authorize an employee to take vacation leave in two (2) or more periods;
- (g) The Employer, if it finds it necessary, may require an employee to take vacation leave in two (2) or more periods. Normally any such periods shall not be less than one (1) week in length.

**25:09** Where an employee dies, the employee's estate shall receive the employee's accumulated vacation credits.

**25:10** Where a manager has been unable to schedule part or all of an employee's vacation within the vacation year and as a result finds it necessary to restrict the whole or part of the vacation leave of an employee, the Employer may authorize payment in lieu of vacation. Such pay shall not be subject to deduction of pension fund contributions or life insurance contributions. An employee whose vacation leave has been restricted may, in lieu of receiving such pay, elect to carry-over such vacation leave to the following year.

**25:11** Subject to the requirements of personnel within Travel Manitoba, vacation leave shall be rotated regardless of seniority of employment.

**Article 26 Sick Leave**

- 26:01** It is agreed by both parties that earned sick leave entitlement shall be granted by the Employer where an employee is unable to be at work and perform the employee's regular duties as a result of illness or injury.
- 26:02** The sick leave to which an employee is entitled shall accumulate:
- (a) During the first four (4) years of calendar service at the rate of three point six two five (3.625) hours for each seventy-two and one-half ( $72\frac{1}{2}$ ) hours of accumulated service; and
  - (b) After the first four (4) years of calendar service, at the rate of seven and one-quarter ( $7\frac{1}{4}$ ) hours for each seventy-two and one-half ( $72\frac{1}{2}$ ) hours of accumulated service.
- 26:03** Sick leave with pay up to but not exceeding the net amount of entitlement will be paid to hourly paid employees based on the number of hours they normally would have been scheduled to work on the day they were absent on sick leave.
- 26:04** Subject to Sections :05 and :06, sick leave shall not accumulate beyond two hundred and eight (208) working days (1,508 hours).
- 26:05** The Employer may grant, in addition to the sick leave accumulated under this Agreement:
- (a) To an employee who has been employed for not less than ten (10) calendar years but less than fifteen (15) calendar years, and who has been granted not more than two hundred eight (208) working days (1,508 hours) of sick leave with pay during the employee's years of service, an additional period of sick leave with pay, which additional sick leave will increase the total sick leave for all the employee's years of service to not more than two hundred twenty-eight (228) working days (1,653 hours);
  - (b) To an employee who has been employed for not less than fifteen (15) calendar years but less than twenty (20) calendar years, and who has

been granted not more than two hundred and twenty-eight (228) working days (1,653 hours) of sick leave during the employee's years of service, an additional period of sick leave with pay which additional sick leave will increase the total sick leave for all the employee's years of service to not more than two hundred fifty-six (256) working days (1,856 hours); and

- (c) To an employee who has been employed for not less twenty (20) calendar years and who has been granted not more than two hundred fifty-six (256) working days (1,856 hours) of sick leave during the employee's years of service, an additional period of sick leave with pay which additional leave will increase the total sick leave for all the employee's years of service to not more than two hundred ninety-six (296) working days (2,146 hours).

**26:06** With the approval of the Employer, additional sick leave with pay may be granted over and above an employee's accumulated sick leave and additional sick leave granted under Section :05.

**26:07** An employee who has been absent on sick leave with pay, upon returning to work, shall continue to accumulate sick leave up to a maximum of two hundred eight (208) working days (1,508 hours) in accordance with Section :02.

**26:08** An employee shall accumulate sick leave credits from the date of commencement of employment.

**26:09** Sick leave shall not be taken in advance of when it is earned.

**26:10** Sick leave shall not accumulate during periods when an employee is absent on sick leave and/or absent on Workers Compensation for a period of more than ten (10) consecutive working days.

**26:11** Where an employee is to be absent because of illness, the employee shall endeavour to notify the employee's immediate supervisor of the absence due to illness at least one hour (1) prior to and not more than thirty (30) minutes

after the normal hour of beginning work, or as soon thereafter as the means of communication permit.

- 26:12** An employee who has been absent because of sickness for a period of more than three (3) consecutive working days shall furnish, when requested by Employer, at any time during or after this period of sickness, a medical certificate or sworn statutory declaration certifying that the employee is or was unable to be present at work because of the illness. Where an employee fails to produce a medical certificate or statutory declaration acceptable to the Employer, the employee shall not be entitled to be paid for the period of absence.
- 26:13** An employee who has been absent because of sickness for a period of three (3) working days or less may be required to furnish, when requested by the Employer, either a medical certificate or a sworn statutory declaration as required under Section :12. Failure to produce a certificate or statutory declaration acceptable to the Employer will result in a loss of pay for the period of absence.
- 26:14** Where an employee has been absent for a period of three (3) working days or less because of sickness, the employee shall complete and submit a return on a form as required by the Employer.
- 26:15** Where an employee becomes ill during the period of the employee's scheduled annual vacation, the employing authority may grant sick leave and credit the employee with alternate days' vacation equivalent to the number of days approved sick leave providing the illness is over three (3) days and may require hospitalization. The employee will be responsible to provide proof of illness and/or hospitalization satisfactory to the Employer.
- 26:16** When an employee is unable to work and is in receipt of an Income Replacement Indemnity (IRI) from the Manitoba Public Insurance (MPI) as a result of an injury incurred in a vehicle accident, the employee may elect to be paid an additional amount, which when combined with the IRI benefit, shall ensure the maintenance of net salary consistent as if they were in receipt of

regular sick leave. Such additional amount shall be chargeable to the employee's sick leave credits accrued at the time the employee commenced receipt of the IRI and such additional payment shall be payable until the employee's accrued sick leave credits have been exhausted.

- 26:17** The parties recognize that alcohol misuse, drug misuse and gambling misuse have the potential to adversely affect an employee's work performance. Subject to the Employer's approval, an employee will be granted sick leave to pursue treatment that involves time away from work for participation in residential, in-patient or out-patient services.

### **Article 27 Workers Compensation**

- 27:01** Where an employee is unable to work as a result of an injury incurred in the course of performing regular duties, that employee shall apply for Workers Compensation benefits.
- 27:02** Where an employee is injured on the job and is required to leave for medical treatment and/or is sent home by management due to the injury, the employee shall incur no loss in regular pay and benefits for the day on which the accident occurs.
- 27:03** If an employee is absent from work as a result of an injury for which a Workers Compensation claim has been filed and provided the employee has sufficient sick leave credits, the following shall apply:
- (a) **During** the employee's absence, the employee will be placed on sick leave;
  - (b) Any amounts payable to the employee from Workers Compensation shall be remitted directly to the Employer;
  - (c) If the employee's Workers Compensation claim is approved the employee will be re-credited with ninety percent (90%) of the sick leave..
- 27:04** Those employees who are on Workers Compensation who have sufficient sick leave, it is the intention of the parties that the employee's net salary will

be maintained consistent as if they were in receipt of regular sick leave having regard for the non-taxable status of Workers Compensation allowances. Any additional payment amount required to maintain net salary will be chargeable to the employee's sick leave credits.

- 27:05** Transportation to the nearest physician or hospital for employees requiring immediate medical care as a result of an on the job accident shall be provided by or at the expense of the Employer if it is not covered by a medical plan.
- 27:06** Where an employee is in receipt of Workers Compensation as a result of an injury incurred in the course of the performance of the employee's duties and is absent from work as a result, such absence shall not be considered to be part of the employee's personal absenteeism record.

### **Article 28    Compassionate Leave**

- 28:01** An employee shall be entitled to compassionate leave of four (4) working days without loss of salary in the event of the death of a parent, step-parent, spouse, child or step-child.
- 28:02** An employee shall be entitled to compassionate leave of three (3) working days without loss of salary in the event of the death of a brother, step-brother, sister, step-sister, ward of the employee, or relative permanently residing in the employee's household or with whom the employee permanently resides.
- 28:03** An employee shall be entitled to compassionate leave of one (1) working day without loss of salary in the event of the death of the employee's grandparent, son-in-law, daughter-in-law, brother-in-law, sister-in-law, mother-in-law, father-in-law, aunt, uncle, or grandchild.
- 28:04** An employee who is entitled to compassionate leave under Sections :01, :02 and :03 during vacation leave shall receive vacation credits equal to the number of days of compassionate leave granted.

- 28:05** Provided an employee has not received compassionate leave for the death in question, the employee shall be entitled to compassionate leave up to a maximum of one (1) day without loss of salary for attending a funeral as a pallbearer.
- 28:06** An employee shall be entitled to additional compassionate or special leave up to a maximum of two (2) days without loss of salary, requested for the purpose of attending a funeral at a distance in excess of two hundred twenty-five (225) kilometres from the employee's home.

### **Article 29 Family Related Leave**

- 29:01** An employee shall be entitled to up to five (5) days of leave with pay in each fiscal year to be granted on the recommendation of the Employer as follows and charged against the employee's sick leave credits:
- (a) The leave shall be for the purpose of attending to family responsibilities which are real, immediate and unavoidable and which necessitate the employee's absence from work;
  - b) The family responsibilities of the employee could not reasonably be accommodated by some other person or in some other way or at some other time;
  - (c) The amount of leave is intended to cover the period until appropriate alternative arrangements can be made.
- 29:02** An employee's sick leave accumulation under Article 27 - Sick Leave will not be reduced to less than twelve (12) days per year as a result of the application of this provision.

### **Article 30 Paternity Leave**

- 30:01** A male employee shall be granted one (1) day's leave with pay, to attend to needs directly related to the birth of his child. At the employee's option, such leave shall be granted on the day of, or the day following the birth of his child

or the day of his wife's admission to or discharge from hospital or such other day as may be mutually agreed.

### **Article 31 Maternity Leave**

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

#### Plan A

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

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

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

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



**31:04** An employee who has been granted maternity leave shall be permitted to apply up to a maximum of ten (10) days of her accumulated sick leave against the Employment Insurance waiting period. Should the employee not return to work following her maternity leave for a period of employment sufficient to allow for re-accumulation of the number of sick days granted, the employee shall compensate the Employer for the balance of the outstanding days at the time of termination. Approved sick leave with pay granted during the period of return shall be counted as days worked.

Plan B

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

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

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

- (a) She will return to work and remain in the employ of the Employer on a full-time basis for at least six (6) months following her return to work; and

- (b) If she does not take parental leave as provided in Article 34 - Parental Leave, she will return to work on the date of the expiry of her maternity leave; and
- (c) If she does take parental leave as provided in Article 34 - Parental Leave, she will return to work on the date of the expiry of her parental leave; and
- (d) Should she fail to return to work as provided above, she is indebted to the Employer for the full amount of pay received from the Employer as a maternity allowance during her entire period of maternity leave.
- (e) Should she return to work as provided above but fail to complete her return service commitment, she is indebted to the Employer for a pro-rated amount based on the number of months she has remaining on her return service commitment, rounded to the nearest full week.

**31:07** At the employee's request the Employer may authorize an employee who has received maternity leave under Plan B to return to work on a part-time basis for a period of twelve (12) months.

**31:08** An employee who qualifies is entitled to a maternity leave consisting of:

- (a) A period not exceeding seventeen (17) weeks if delivery occurs on or before the date of delivery specified in the certificate mentioned in Subsection :05(c); or
- (b) A period of seventeen (17) weeks plus an additional period equal to the period between the date of delivery specified in the certificate mentioned in Subsection :05(c) and the actual date of delivery, if delivery occurs after the date mentioned in that certificate;
- (c) The Employer may vary the length of maternity leave upon proper certification by the attending physician.

**31:09** During the period of maternity leave, an employee who qualifies is entitled to a Supplement to Employment Insurance (EI) Maternity Benefits as follows:

- (a) For the first two (2) weeks an employee shall receive ninety-three percent (93%) of her weekly rate of pay;
- (b) for up to a maximum of fifteen (15) additional weeks, payments equivalent to the difference between the Employment Insurance benefits the employee is eligible to receive and ninety-three percent (93%) of her weekly rate of pay;
- (c) All other time as may be provided under Section :08 shall be on a leave without pay basis.

**31:10** Plan B does not apply to term employees or employees who normally are subject to seasonal layoff.

**31:11** During the period of maternity leave, benefits will not accrue. However, the period of maternity leave will count as service towards eligibility for long service vacation and long service sick leave entitlement.

**31:12** Where an employee's anniversary date falls during the period of maternity leave under Plan A or B, the employee shall be eligible to receive a merit increase effective the date upon which she returns to her position of employment.

### **Article 32 Adoptive Parent Leave**

**32:01** An employee shall be granted one (1) day's leave with pay to attend to needs directly related to the adoption of the child. At the employee's option such leave shall be granted on the day of or the day following the adoption or such other day as may be mutually agreed.

### **Article 33 Parental Leave**

**33:01** In order to qualify for parental leave, an employee must:

- (a) Be the natural mother of a child; or
- (b) Be the natural father of a child; or

(c) Adopt a child under the law of a province.

**33:02** An employee who qualifies under Section :01 must:

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

**33:03** An employee who qualifies in accordance with Sections :01 and :02 is entitled to parental leave without pay for a continuous period of up to thirty-seven (37) weeks.

**33:04** Subject to Section :05, parental leave must commence no later than the first anniversary date of the birth or adoption of the child or the date on which the child comes into the actual care and custody of the employee.

**33:05** Where an employee takes parental leave in addition to maternity leave, the employee must commence the parental leave immediately on expiry of the maternity leave without a return to work unless otherwise approved by the Employer.

#### **Article 34 Bridging of Service**

**34:01** A regular employee who resigns as a result of the employee's decision to raise a dependent child or children, and is re-employed, upon written notification to the Employer shall be credited with the length of service accumulated up to the time of resignation for the purposes of sick leave and long service vacation entitlement benefits as defined in this Agreement and based on service seniority. The following conditions shall apply:

- (a) The employee must have accumulated at least four (4) years of calendar service at the time of resigning;
- (b) The resignation itself must indicate the reason for resigning;

- (c) The break in service shall be for no longer than six (6) years, and during that time the employee must not have been engaged in remunerative employment for more than three (3) months;
- (d) The previous length of service shall not be reinstated until successful completion of the probationary period;
- (e) Upon successful completion of the probationary period, the employee will be credited with the accumulated sick leave credits at the time of the resignation up to a maximum of twenty-six (26) days of credits.

### **Article 35 Loss Of or Damage To Personal Effects**

**35:01** Where an employee, during the course of his or her duties, because of the actions of a person other than a co-worker, relative or friend, suffers damage to, or loss of, eye-glasses, false teeth, a watch or other personal effects usually carried to work by the employee in the performance of the employee's duties including clothing but not including underwear, the employee shall be reimbursed at:

- (a) Full replacement cost provided that the item that is lost or damaged beyond repair has been purchased within six (6) months of the incident;
- (b) If the item has been purchased within six (6) months to two (2) years of the incident, at eight-five percent (85%) of the replacement cost;
- (c) At seventy-five percent (75%) of the replacement cost in all other cases.

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

**35:02** All incidents of loss of, or damage to personal effects as mentioned in Section :01, shall be reported in writing by the employee whose personal effects are lost or damaged to the Employer within twenty-four (24) hours of the incident.

- 35:03** Each incident respecting loss of, or damage to, personal effects as mentioned in Section :01 shall be assessed separately, and the Employer shall recommend the amount of compensation that should, in the Employer's opinion, be paid in respect of each incident.
- 35:04** Employees are responsible for any personal effects which are brought to their place of work and are not specifically required in the course of their employment; and no claim for compensation will be considered for loss or theft of or damage to personal effects or clothing other than damage to clothing that occurs as a result of an accident, normal wear and tear excepted.
- 35:05** Employees suffering loss of, theft of, or damage to tools, equipment, personal effects or clothing incurred when they are away from their normal place of work while on a business or field trip may claim compensation only for such items as are necessary in day-to-day living in the course of their employment away from their normal place of work.
- 35:06** Where compensation is available from an employee's personal insurance or otherwise for the loss or theft of or damage to the employee's tools, equipment or personal effects or for luxury items, the deductible portion may be claimed.
- 35:07** Every claim for compensation made pursuant to Sections :04 and :05 shall indicate:
- (a) The name of the claimant, position classification, normal place of work and type of work the position entails;
  - (b) Identification as to category loss, theft, damage and full particulars as to when, and how the loss, theft or damage took place, with any other relevant particulars;
  - (c) Justification for the claim in accordance with Sections :04 or :05;
  - (d) A certification by the claimant that all items lost, stolen or damaged are not covered by any form of insurance, or if they are covered, the amount

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

### **Article 36 Dental Plan**

- 36:01** The parties agree to the continuation of the Dental Services Plan with the following changes:
- (a) Effective the first of the month following the date of **ratification** of this Agreement and limited to dental work performed on and after that date, the basis for payment for covered services shall be the **2014** Manitoba Dental Association (MDA) Fee Guide;
  - (b) The **2014** MDA Fee Guides will be implemented effective April 1 and the current MDA Fee Guide shall be in effect on April 1 of each year thereafter **for the duration of the Collective Agreement**;
  - (c) Dental coverage will continue for the first seventeen (17) weeks of Maternity Leave effective the first of the month following the date of signing and limited to maternity leaves commencing on and after that date;
  - (d) Part-time employees are eligible for family coverage based on fifty percent (50%) of the annual maximum per claimant.

### **Article 37 Vision Care Plan**

- 37:01** The parties agree to the continuation of the Vision Care Plan with the following changes:
- (a) Effective the first of the month following the date of **ratification** of this Agreement and limited to vision care services performed on and after that date, the basis for payment for covered services shall be the **2014** Optometric or Ophthalmologic Fee Guide;
  - (b) **The 2014 Optometric or Ophthalmologic Fee Guides will be implemented effective April 1 and the current MDA Fee Guide**

**shall be in effective on April 1 of each year thereafter for the duration of the Collective Agreement.**

- (c) Increase maximum to two hundred seventy-five dollars (\$275) for a full-time employee and one hundred thirty-seven dollars and fifty cents (\$137.50) for a part-time employee.
- (d) Changes to the Dental Plan respecting eligibility during Maternity Leave and prorated family coverage for part-time employees will also apply to the Vision Care Plan;
- (e) Part-time employees are eligible for family coverage based on fifty percent (50%) of the annual maximum per claimant.

### **Article 38 Drug Plan**

**38:01** The parties agree to the continuation of the Drug Care plan as follows:

- (a) Eligibility requirements for employees and dependents are the same as the Dental Services Plan;
- (b) Co-insurance based on eighty percent (80%) reimbursement;
- (c) The maximum payment per contract (family) is eight hundred dollars (\$800) per year;
- (d) Part-time employees are eligible for family coverage based on fifty percent (50%) of the annual maximum per claimant.

### **Article 39 Health Spending Account**

**39:01** **Health Spending Account (HSA)**

The parties agree to the continuance of a Health Spending Account for permanent full and part-time employees within the following parameters:

- There is no carryover of HSA dollars from one (1) year to the next, but an employee can carry forward claims for up to one (1) year.



- Employees can apply for reimbursement once claims total one hundred dollars (\$100) (i.e. the “trigger point”).
- Reimbursement for claims is once every two (2) months.
- An employee must file a claim.
- Employees to receive annual statements.
- The plan shall use Revenue Canada’s definition of dependent (i.e. an employee can pay HSA eligible expenses for anyone for whom they can claim a tax deduction).
- Plan coverage and administration is to be determined by the Employer.
- Effective March 21, 2014 - maximum increased to six hundred dollars (\$600) for full-time employees and three hundred dollars (\$300) for part-time employees.

#### **Article 40 Employee Assistance Program**

- 40:01** Travel Manitoba agrees to implement an Employee Assistance Program. This program shall be arranged and paid for by Travel Manitoba.
- 40:02** Only permanent and part-time employees will be eligible to participate in the Employee Assistance Program.

#### **Article 41 Health and Safety**

- 41:01** The Employer and the Union recognize that safety, accident prevention and the preservation of health are of primary importance in all operations and that these activities require the combined efforts of the Employer, employees, and the Union.
- 41:02** The Employer will continue to provide its employees with safe working conditions, equipment and materials, and will continue to ensure that all reasonable precautions are taken.
- 41:03** The Union will continue to make every effort to obtain the cooperation of each employee within the bargaining unit in the observation of all reasonable safety rules, practices and procedures.

- 41:04** Every employee shall take all reasonable precautions and follow all reasonable safety rules, practices and procedures in order to protect the employee's safety and health and the safety and health of any other persons who may be affected by the employee's acts or omissions at work.
- 41:05** The parties will establish a Workplace Health and Safety Committee. The Committee will be comprised of two (2) management representatives and two (2) non-management representatives and will follow the requirements of The Workplace Safety and Health Act.
- 41:06** Where a supervisor knows that any condition exists at a workplace that is unusually dangerous to the safety or health of an employee, the supervisor shall not require or permit an employee to engage in, carry on or continue to work in that workplace under that condition.
- 41:07**
- (a) Where an employee has reason to believe, and does believe, that a condition exists that is dangerous to the employee's safety or health in the performance of the employee's work, the employee shall report that condition to the employee's supervisor;
  - (b) The supervisor upon being notified under (a) above shall inspect the condition with the employee and discuss the employee's reasons for believing the condition to be dangerous. Where there is a Health and Safety Committee at the workplace, the co-chairpersons may be asked to participate;
  - (c) If the employee is unsatisfied with the supervisor's decision or if the supervisor refuses to inspect the condition, the employee shall contact, in writing or by telephone, the Workplace Safety and Health Branch without delay;
  - (d) If the employee refuses to work because of the employee's belief that the condition is dangerous, the employee must be available to perform other work assigned.

- 41:08** Where an employee has refused to perform work in accordance with Section :07, no other employee shall be assigned the particular work unless such employee is notified of the refusal and the reasons for the refusal, if known.
- 41:09** Nothing in this Article prevents the doing of any work or thing that may be necessary in order to remedy the dangerous condition described in Sections :06 and :07.
- 41:10** Disciplinary action shall not be taken against an employee solely for the reason that the employee:
- (a) Made a report under Section :07; and
  - (b) Refused to work or continue to work under the conditions described under Section :07 provided a safety and health officer has reported in writing that the employee had reasonable and probable grounds for believing that those conditions were dangerous to the employee's safety or health.
- 41:11** Where an employee willfully takes unfair advantage of the provisions described in Section :07, the employee may be subject to disciplinary action up to and including suspension or dismissal.

#### **Article 42 Uniforms and Protective Clothing**

- 42:01** Where the Employer determines that uniforms and protective clothing are required in the performance of the employee's duties, such uniforms and protective clothing shall be provided to the employee.
- 42:02** Where name tags are required, only first names shall be used.
- 42:03** Where uniforms and protective clothing are supplied, the Employer agrees to furnish, replace or repair such clothing when damaged in the performance of the employee's duties.

**Employer will purchase and provide up to six (6) company branded parkas to be shared by all staff to use when required for work assignments. The Employer will pay for all dry cleaning and repairs (if required) after each use.**

- 42:04** Where an employee is required, as a condition of employment, to provide and wear approved safety footwear during the course of the employee's regular duties, the employee will be eligible for an allowance once per fiscal year, to help offset the cost to the employee of purchasing approved safety footwear. The allowance is increased effective **date of ratification to two hundred dollars (\$200)**;
- 42:05** The allowance will be paid under the following conditions:
- (a) The safety footwear purchased must be approved by the Canadian Standards Association; and
  - (b) Satisfactory proof of purchase must be provided by the employee; and
  - (c) The employee must have purchased safety footwear specifically for employment with the Employer; and
  - (d) To be eligible to receive the allowance an employee must work five (5) consecutive work days.
- 42:06** Where an employee who has worked for a fiscal year and has not claimed the allowance in that fiscal year, purchases safety footwear in the next fiscal year, the employee is eligible to claim up to twice the maximum allowance in that next fiscal year.
- 42:07** The policy on uniforms and protective clothing as specified in the Province of Manitoba's General Manual of Administration shall be applicable to this Agreement. Where the provisions of the General Manual of Administration conflict with this Article, this Article shall prevail.
- 42:08** Notwithstanding any other provision of this Agreement, where an employee disputes the provision of protective clothing and footwear in accordance with

this Article the employee may file a grievance in accordance with the grievance procedure. The decision at Step 2 shall be final for such grievances.

### **Article 43 Video Display Terminals**

- 43:01** A pregnant VDT Operator may request a job reassignment for the period of pregnancy by forwarding a written request to the Employer along with a certificate from a duly qualified medical practitioner certifying she is pregnant. Upon receipt of the request, the Employer, where possible, will assign the VDT Operator to an alternate position and/or classification or to alternate duties within five (5) working days of the request.
- 43:02** Where an Operator is of the opinion that the work results in undue eye fatigue, the employee may request a review of the job duties. The Employer will endeavour to design the job of the Operator in a manner that will, wherever practicable, permit an Operator to be assigned at least ten (10) minutes of alternate duties during any two (2) hour period of continuous operation.

### **Article 44 Union Business**

- 44:01** Leave of absence to attend to Union business may be granted to employees under the following conditions:
- (a) Requests for leave shall be made in writing by the Union by providing the employee with a letter of request. The employee shall submit the letter to the employee's immediate supervisor who shall forward the request to the Employer for approval. The Union will also provide a copy of the written request to the manager responsible for human resources;
  - (b) Requests for leave shall be made with reasonable advance notice and shall be granted where operational requirements permit. Where special or unusual circumstances prevent three (3) working days' notice being

given, the request will be considered. No request shall be unreasonably denied;

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

- 44:02** For time spent with Employer representatives during negotiations of the Agreement, the Union will be allowed to have no more than two (2) employees present at each bargaining session on a time off with pay basis.
- 44:03** Prior to the commencement of negotiations, the Union shall supply the Employer with a list of employee representatives for the negotiations. Dependent upon operational requirements, requested leave for such employees shall not be unreasonably denied.
- 44:04** Subject to the mutual agreement of the parties, the total number of employees referred to in Section :02 above may be changed provided any additional employees are on leave without pay or on wage recovery as per Subsection :01(c).
- 44:05** Union staff members shall not visit employees at their place of work unless prior approval has been obtained from the employee's supervisor.
- 44:06** The Employer agrees to allow the Union use of space on existing bulletin boards for the purpose of posting official Union information relating to business affairs, meetings, and social events provided the information does not contain anything that is adverse to the interests of the Employer. The Employer shall have the right to refuse to post or remove the posting of any information.
- 44:07** Upon request, a Union Representative shall be provided with the opportunity to meet with newly hired employees for up to twenty (20) minutes during regular working hours. The time shall be established by agreement subject to operational requirements.

**Article 45 Rights of Stewards**

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

**Article 46 Union Security**

- 46:01** During the term of this Agreement, employees covered by this Agreement, whether members of the Union or not, shall pay to the Union, by payroll deduction, an amount equal to the bi-weekly membership dues determined by the Union. For new employees, the payroll deduction of the amount as set out above shall become effective on the first day of the bi-weekly pay period, following the date the employee is covered under the terms of this Agreement.
- 46:02** The Employer shall forward to the Union the amount of the dues deducted under Section :01 above on a bi-weekly basis per each applicable bi-weekly pay period system.
- 46:03** The Employer shall provide the Union on a bi-weekly basis per each applicable bi-weekly pay period system, the names of the employee from whose wages dues have been deducted showing opposite each employee's name, the amount of dues deducted for that employee.
- 46:04** The Union agrees to indemnify and save the Employer harmless against any claim or liability arising out of the application of this Article except for any claim or liability arising out of an error committed by the Employer.
- 46:05** Notwithstanding any other provision in this Agreement, the Employer shall no later than ninety (90) days preceding the expiry date of this Agreement, furnish in written form to the Union the following:
- (a) The name of each employee;
  - (b) The classification of each employee;
  - (c) The current rate of pay of each employee.



## Article 47 Grievance Procedure

**47:01** The parties to this Agreement recognize the desirability for prompt resolution of grievances through an orderly process without stoppage of work or refusal to perform work.

**47:02** A “Grievance” is defined as a complaint in writing concerning:

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

The above categories of grievances can be processed up to and including Step 2 of the grievance procedure.

**47:03** Notwithstanding Section :02, an employee may complain or grieve on any unsatisfactory working condition up to and including Step 2 of the grievance procedure. The decision at Step 2 shall be final for such grievances.

**47:04** Where a grievance has been initiated and the nature of the grievance is such that it has or potentially could have widespread application affecting a number of employees; and where as a result the Union deems it impractical that each affected employee grieve separately, the Union shall have the right to present a group grievance on those matters as defined in Subsection :02

(a). A group grievance shall be presented directly to President and CEO within twenty (20) working days following the date upon which the employee(s) were notified orally or in writing, or on which the employee(s) first became aware of the action giving rise to the grievance.

**47:05** Where either party to this Agreement disputes the general application, interpretation or alleged violation of an Article of this Agreement or a signed Memorandum of Understanding or a signed Memorandum of Agreement between the parties, either party may initiate a policy grievance. Where such a

grievance is initiated by the Union it shall be presented to the President and CEO.

Where such a grievance is initiated by the Employer it shall be presented to the president of the Manitoba Government and General Employees' Union. In all cases the grievance shall be presented within twenty (20) working days from the date of the action giving rise to the grievance.

- 47:06** Where the parties fail to resolve a grievance under Section :04 or :05, either party may refer the grievance to Step 2 of the grievance procedure. It is agreed and understood that grievances which have been submitted and dealt with as individual grievances may not subsequently be submitted as a policy grievance.
- 47:07** Notwithstanding Section :09, a grievance filed under Section :05 shall not require the signature of an employee.
- 47:08** If an employee or the Union fails to initiate or process a grievance within the prescribed time limits, the grievance will be deemed to be abandoned and all rights of recourse to the grievance procedure for that particular grievance shall be at an end. If Management fails to reply to a grievance within the prescribed time limits, the employee or the Union may process the grievance to the next step. Either party may request an extension of the time limits providing such extension is requested prior to the expiry of the time allowed. An extension, if requested, shall not be unreasonably withheld.
- 47:09** Wherever possible, the grievance shall be presented on the Official Grievance Form. A written description of the nature of the grievance and the redress requested shall be sufficiently clear and if the grievance relates to an Article of the Agreement, such Article shall be so stated in the grievance. The grievance shall be signed by the employee and may be clarified at any step providing its substance is not changed. Except for failure to meet the time limits, a grievance shall not be deemed to be invalid if it is not written on the Official Grievance Form or for failure to quote the Article in dispute.

- 47:10** It is mutually agreed that an effort shall be made to resolve complaints through discussion before a written grievance is initiated. The aggrieved employee shall have the right to have a representative present at such a discussion. When a grievance cannot be presented in person at any step, it may be transmitted by registered mail.
- 47:11** An employee has the right to representation by a Union Representative at any step of the grievance procedure.
- 47:12** **Step 1**
- (a) Within twenty (20) working days after the date upon which the employee was notified orally or in writing, or on which the employee first became aware of the action or circumstances giving rise to the grievance, the employee shall present the grievance with the redress requested to the manager responsible for human resources or designate;
  - (b) The manager responsible for human resources or designate shall sign for receipt of the grievance and if the nature of the grievance is such that the manager or designate is authorized to deal with it, the manager or designate shall issue a decision in writing to the employee and to the Union within fifteen (15) working days;
  - (c) The manager responsible for human resources or designate may hold a hearing to discuss the grievance with the employee and the employee's representative before giving a decision on the grievance;
  - (d) If the nature of the grievance is such that a decision cannot be given below a particular level of authority, the manager responsible for human resources or designate shall forward the grievance to the appropriate authority at the appropriate step of the grievance procedure and so inform the employee and the Union. The time limits and the procedures of the appropriate step shall then apply;
  - (e) Where the manager of human resources or designate at Step 1 is a steward or officer of the Union, the grievance shall automatically be referred by the manager or designate to Step 2.

**47:13 Step 2**

- (a) If the grievance is not resolved satisfactorily at Step 1, the employee shall submit the same grievance and the redress requested to the President and CEO or designate within fifteen (15) working days of the receipt of the decision at Step 1;
- (b) The President and CEO or designate shall sign for receipt of the grievance and issue a decision in writing to the employee and to the Union within fifteen (15) working days of receipt of the grievance.
- (c) For those grievances defined in accordance with Section :02, the President and CEO or designate may hold a hearing to discuss the grievance with the employee and the employee's representative before giving a decision on the grievance. For those grievances concerning unsatisfactory working conditions as defined in Section :03, the President and CEO or designate shall hold a hearing to discuss the grievance with the employee and the employee's representative before giving a decision on the grievance.

**47:14** Grievances concerning demotion, suspension or dismissal shall be initiated at Step 2 of the grievance procedure within twenty (20) working days of the date that the employee became aware of the action.

**47:15** Subject to Section :04 of Article 13 - Probation, the rejection of an employee on probation is not appealable or arbitrable.

**47:16** Subject to Section :13 Step 2, an employee or the Union may withdraw a grievance at any step of the grievance/arbitration procedure by giving written notice to the Employer. An employee may abandon a grievance by not processing it within the prescribed time limits.

## **Article 48 Grievance Arbitration Procedure**

**48:01** Unresolved grievances or disputes concerning only those matters set forth below shall be submitted to arbitration in accordance with the procedure set forth in this Article:

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

**48:02** The procedure for arbitrating grievances shall be the procedure as set forth in this Article.

**48:03** Where a difference arises between the parties hereto relating to a subject matter as outlined in Section :01, either of the parties may, within twenty (20) working days from the receipt of the decision at Step 2, notify the other party in writing of its desire to submit the difference or allegation to arbitration. Such notification, when initiated by the Union, shall be made directly to the President and CEO and shall set forth the issue in dispute for referral to a single arbitrator.

**48:04** Where the party initiating the arbitration proceedings wishes to request arbitration by a single arbitrator, the notice referred to in Section :03 shall so state:

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

**48:05** By mutual agreement between the parties, the grievance matter may be referred to a mediator chosen by the parties or the parties may appoint the single arbitrator, chosen in accordance with 47:04 as a mediator/arbitrator.

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

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

**48:06** Where the party initiating the arbitration proceedings wishes to request arbitration by a three (3) person board, the notice referred to in Section :03 shall contain the first party's appointee to the Arbitration Board. The following procedure will then apply:

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

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

- 48:07** Where the matter is submitted to the Arbitration Board, the Arbitration Board shall commence hearings within ten (10) working days of the matter being submitted to the Board and shall hear evidence and argument submitted by or on behalf of the parties relevant to the matter submitted and shall make a decision thereon in the form of an award of the Arbitration Board.
- 48:08** The Arbitration Board shall hear and determine the difference or allegations and shall issue a decision, which decision shall be final and binding and enforceable upon the parties and upon any employee or employees affected by it.
- 48:09** The Arbitration Board may summon before it any witnesses and require them to give evidence on oath, orally or in writing, and to produce such documents and evidence as the Arbitration Board deems requisite to the full investigation and consideration of the matters referred to it.
- 48:10** The Arbitration Board shall submit a report on the findings and the decision of the Board within fourteen (14) days following the completion of the hearing to the parties.
- 48:11** Any of the time limits referred to above may be extended by mutual agreement of the parties hereto.
- 48:12** In the case of a three (3) person Arbitration Board the decision of the majority shall be the decision of the Arbitration Board. If there is no majority, the decision of the Chairperson shall be the decision of the Board.
- 48:13** The Arbitration Board shall not have the power to add to, subtract from or modify or alter in any way the provisions of the Agreement or a signed Memorandum of Understanding or a signed Memorandum of Agreement between the parties.

- 48:14** The Arbitration Board shall expressly confine itself to the issue submitted to the Board, and shall have no authority to make a decision and/or recommendation on any other issue not so submitted to the Board.
- 48:15** Where the Arbitration Board determines that an employee has been dismissed or otherwise disciplined by the Employer for cause, and provided the Collective Agreement does not provide a specific remedy or penalty for the cause of the dismissal or disciplinary action, the Arbitration Board may substitute such other penalty or remedy in lieu of dismissal or the disciplinary action as the Board deems just and reasonable under the circumstances.
- 48:16** The expenses incurred by and in respect of an Arbitration Board shall be paid as follows:
- (a) The parties to the arbitration shall each pay an equal portion of the remuneration and expenses of the chairperson of the Arbitration Board;
  - (b) Each party to the arbitration shall pay the remuneration and expenses of the member of the Arbitration Board named or appointed by or on behalf of that party;
  - (c) Each party to the arbitration shall pay the fees and expenses of witnesses called by that party to give evidence before the Arbitration Board;
  - (d) Each party to the arbitration shall pay the fees and expenses of any counsel appearing before the Arbitration Board on behalf of that party;
  - (e) The parties to the arbitration shall each pay an equal portion of other costs and expenses incurred by the Arbitration Board in conducting the arbitration.
- 48:17** The parties hereto agree that an employee of Travel Manitoba and a staff member of the Manitoba Government and General Employees' Union shall not be eligible for appointment as a member of the Arbitration Board or to act as a member of the Arbitration Board.



## Article 49 Harassment

- 49:01** The parties recognize that the problem of harassment may exist. However, the parties agree that harassment will not be tolerated in the workplace or in connection with the workplace.
- 49:02** Where an employee is of the opinion that the employee has been or is being harassed by another employee, the employee may forward a written complaint directly to the manager responsible for human resources. Where this is not possible, the complaint may be forwarded to the President and CEO. The complaint shall be marked “Personal and Confidential”.
- 49:03** The manager responsible for human resources or designate will endeavour to resolve the matter in an expeditious and confidential manner.
- 49:04** The alleged offender shall be entitled to notice of the complaint and shall be given the opportunity to respond to the complaint.
- 49:05** The manager responsible for human resources or designate, after investigating the complaint, shall have the authority to:
- (a) Dismiss the complaint; or
  - (b) Recommend to the President and CEO appropriate discipline; and/or
  - (c) Take any action which in his/her opinion may be necessary.
- 49:06** Where the manager responsible for human resources or designate determines that a complaint has been made for frivolous, or vindictive reasons, he/she shall have the authority to:
- (a) Recommend to the President and CEO disciplinary action against the complainant; and/or
  - (b) Take any action against the complainant which in his/her opinion may be necessary.

**Article 50 Reclassification Procedure**

**50:01** An employee who is of the opinion that the employee's position is improperly classified may submit an "Employee Originated Request for Reclassification" on a form designated by the Employer for such purposes.

**50:02** **Step 1**

The employee will submit the request to the manager responsible for human resources together with the following:

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

The manager responsible for human resources would have ten (10) working days following receipt of the request to reply.

**50:03** **Step 2**

Where the employee considers the reply from the manager responsible for human resources to be unsatisfactory or where no reply is received within the prescribed time limits, the employee may forward a copy of the request to the President and CEO within ten (10) working days.

The President and CEO or designate will respond to the employee within sixty (60) working days following receipt of the request. Should the request be denied, reasons will be provided.

**50:04** Where no reply is received or where the employee considers the response unsatisfactory, the Union may file for arbitration within twenty (20) working days upon expiry of the time limits prescribed or on receipt of the decision from the manager of human resources or designate.

**50:05** The time limits prescribed in this Article may be extended by mutual agreement of the employee and the party designated to respond.

## Article 51 Civil Liability

- 51:01** If an action or proceeding is brought against any employee covered by this Agreement for an alleged tort committed by the employee in the performance of the employee's duties, then:
- (a) The employee, upon being served with any legal process, or upon receipt of any action or proceeding as hereinbefore referred to, being commenced against the employee shall advise the Employer of any such notification or legal process;
  - (b) The Employer shall pay any damages or costs awarded against any such employee in any such action or proceedings and all legal fees; and/or
  - (c) The Employer shall pay any sum required to be paid by such employee in connection with the settlement of any claim made against such employee if such settlement is approved by the Employer through the President and CEO before the same is finalized; provided the conduct of the employee which gave rise to the action did not constitute gross negligence of the employee's duty as an employee;
  - (d) Upon the employee notifying the Employer in accordance with Subsection :01(a) above, the Employer and the employee shall forthwith meet and appoint counsel that is mutually agreeable to both parties. Should the parties be unable to agree on counsel that is satisfactory to both, then the Employer shall unilaterally appoint counsel. The Employer accepts full responsibility for the conduct of the action and the employee agrees to cooperate fully with appointed counsel.

## Article 52 Employee Files

- 52:01** Upon the written request of an employee, the employment file of that employee shall be made available for the employee's full examination. Such examination shall be in the presence of a representative of the Employer. The employee has the option to have a representative present.

**52:02** An employee may request a copy of specific documents on the employee's personnel file. This provision shall not be unreasonably requested or denied.

### **Article 53 Long Term Disability Income Plan**

**53:01** The parties agree that the Employer shall provide an Employer paid Long Term Disability Income Plan for eligible employees. The regulations governing this plan are contained in a separate Memorandum of Agreement.

**53:02** Long Term Disability claimants will receive Employer paid health benefits (dental, vision, drug, health spending account).

### **Article 54 Seniority**

**54:01** "Seniority" means the length of service with Travel Manitoba as defined in this Article provided such service has not been broken by termination of the employee.

**54:02** Seniority shall include only the following:

- (a) Accumulated service;
- (b) Periods of workers compensation;
- (c) Periods of maternity leave and/or parental leave and/or compassionate care leave;
- (d) Periods of adoptive parent leave;
- (e) approved educational leave to a maximum of one (1) year;
- (f) Any sick leave without pay necessary to satisfy the elimination period of the Long Term Disability Plan;
- (g) Any other approved leaves without pay to a maximum accumulation of one hundred forty-five (145) hours in a calendar year;
- (h) Periods of leave while on the Long Term Disability Plan.

- 54:03** An employee will lose all seniority when the employee:
- (a) Resigns;
  - (b) Retires;
  - (c) Is dismissed and not reinstated;
  - (d) Dies;
  - (e) Is permanently laid off;
  - (f) Is terminated at the expiry of the employee's term of employment.  
However, this Subsection does not apply to a term employee who has been employed on a full-time basis for twenty-four (24) continuous months and who is re-employed within twelve (12) months of the expiration of the employee's term of employment.
- 54:04** Seniority lists will be prepared by April 1 by the Employer based on service up to and including December 31 of the previous year. The lists will be posted at work locations as determined by the Employer.
- 54:05** Seniority lists will be prepared for the following types of employees by classification groupings in order of seniority:
- (a) Permanent;
  - (b) Term.
- 54:06** Grievances concerning the calculation of seniority must be filed at Step 2 of the Grievance Procedure within twenty (20) working days of the date the employee became aware of the seniority calculation. Such grievances shall be restricted to the calculation of seniority in the calendar year immediately prior to the year in which the seniority list is posted.

## **Article 55 Part-time Employees**

**55:01** The calculation of benefits for part-time employees covered by this Agreement will be as set out in Appendix “B” - Application of Benefits to Part-time Employees.

## **Article 56 Ambulance and Hospital Semi Private Plan**

**56:01** The Employer agrees to the continuation of the Ambulance and Hospital Semi Private Plan (AHSP).

## **Article 57 Hours, Times and Days of Work**

**57:01** All employees shall work thirty-six and one-quarter (36¼) hours per week.

**57:02** **Regular Work Days and Regular Work Week**

Employees shall work seven and one-quarter (7¼) consecutive hours per day and thirty-six and one-quarter (36¼) hours per work week. Alterations to the foregoing shall only be by written mutual consent of both parties to this Collective Agreement. This provision does not relate to the times of work in Article 57:03 or the days of work in Article 57:04.

**57:03** **Times of Work**

Normal hours shall be between 8:30 a.m. and 4:30 p.m. except where the Flexible Hours Guidelines are applicable. Where the necessity to provide service to the public creates a need to set different times of work, the Employer, after meaningful consultation with the Union, may set different times of work. This provision does not relate to the work day and work week in Article 57:02 or the days of work in Article 57:04.

**57:04** **Days of Work**

The normal days of work shall be Monday through Friday inclusive, except for those positions designated as weekend positions.

**57:05** Employees will be entitled to two (2) rest periods of fifteen (15) minutes each per day at times as may be specified by the employee’s immediate supervisor.

**Article 58 Overtime**

- 58:01** Overtime shall mean all time worked in excess of the regular hours of work, daily or weekly, as set out in Article 57 - Hours, Times and Days of Work, which is authorized by the employee's supervisor.
- 58:02** An employee who is required to work overtime on the employee's regularly scheduled work day shall receive compensation at one and one-half (1½x) for all overtime worked.
- 58:03** (a) An employee who is required to work on the employee's first day of rest is entitled to compensation at time and one-half (1½x) for the first four (4) hours of overtime and double time (2x) for all time worked thereafter.
- (b) An employee who is required to work on the employee's second day of rest is entitled to compensation at double time (2x) for all hours worked. Second in this context means the second day in a series of consecutive calendar days of rest.
- 58:04** An employee, if called out or scheduled to work additional hours, shall receive for the work compensation for a minimum of three (3) hours at the applicable overtime rate provided that the period of overtime worked by the employee is not contiguous to the employee's scheduled working hours. A meal break shall not be regarded as affecting contiguity.
- 58:05** All overtime worked by employees shall be banked.
- 58:06** The Employer shall consult with the employee in an effort to reach agreement on when the time off is to be taken.
- 58:07** All overtime shall be taken within sixty (60) calendar days following the end of the biweekly pay period in which the overtime was worked. Where mutual agreement cannot be reached within this sixty (60) day period, the employee shall receive payment based on the rate at which he was being paid when the overtime was worked.

**Article 59 Weekend Premium**

- 59:01** An employee shall receive weekend premium for all regular hours of work or portions thereof on a Saturday or Sunday. The weekend premium is one dollar and twenty-five cents (\$1.25).
- 59:02** The weekend premium shall not be included in the calculation of overtime payments, superannuation, group life insurance, sick leave payments, vacation pay, or any other employee benefits.

**Article 60 Standby**

- 60:01** An employee, who has been designated by the Employer to be available on stand-by during off duty hours on a regular working day, shall be entitled to payment of twenty dollars (\$20.00) for each eight (8) hour period.
- 60:02** For stand-by on a day of rest or on a paid holiday that is not a working day, the payment shall be twenty-three dollars (\$23.00) for each eight (8) hour period.
- 60:03** To be eligible for stand by payment, an employee designated for stand by duty must be available during the period of stand-by at a known telephone number or by another method of communication as mutually agreed between the supervisor and the employee, and must be available to return for duty as quickly as possible if called.
- 60:04** The stand-by payment includes the responsibility to respond to phone calls and other forms of electronic communications which do not involve a return to work. If such calls individually or in total exceed one-half ( $\frac{1}{2}$ ) hour, the employee is entitled to claim overtime for the period beyond one-half ( $\frac{1}{2}$ ) hour at the applicable overtime rate. Article 58:04 respecting minimum call out does not apply in these circumstances.
- 60:05** An employee on standby who is called back to work shall be compensated in accordance with call-out provisions of the overtime Article in addition to standby pay.



### **Article 61 Court Leave**

**61:01** An employee who is summoned for jury duty or who receives a summons or subpoena to appear as a witness in a court proceeding, other than a court proceeding occasioned by the employee's private affairs, shall be granted a leave of absence with pay for the required period of absence and all witness fees received by the employee shall be remitted to the Employer.

### **Article 62 Acting Status**

**62:01** Where a manager directs an employee employed in one (1) position to temporarily take over all of the duties and responsibilities of some other bargaining unit position having a higher grade of pay, the employee shall be appointed temporarily to that other position with acting status and shall be paid at the rate of pay for that other position from the date of taking over all of the duties and responsibilities of that other position until the temporary appointment is revoked; and upon the temporary appointment being revoked the employee shall, unless appointed or promoted to some other position, revert to the employee's original position and be paid at the rate of pay for the employee's original position that the employee would be paid if the employee had never held the temporary appointment.

**62:02** For purposes of interpretation of this Article, "Duties and Responsibilities" means all of the duties and responsibilities that would have been performed by the incumbent during the period in which the incumbent had been replaced.

### **Article 63 Labour Management Consultation Committee**

**63:01** The Employer and the Union acknowledge the importance of a positive working relationship. They will continue to work towards establishing and maintaining such a relationship and to solve jointly identified problems during the term of the Agreement. It is recognized that while not all problems may be satisfactorily resolved, the parties will seek resolution in good faith.

**63:02** The following guidelines will apply to the Labour Management Consultation Committee unless otherwise agreed:

- (a) Two (2) representatives of the Union and two (2) representatives of the Employer;
- (b) Meetings are to be co-chaired.

**63:03** The committee will refer any issues which would involve changes to the Agreement to the Union and the President and CEO.

**63:04** Committee members shall be granted time off work without loss of pay to attend committee meetings and to attend to committee mandated business.

**63:05** Where a committee meeting is scheduled on an employee's day of rest, the employee will be granted compensatory time off at straight time rates for time spent attending the meeting up to a maximum of one (1) day.

#### **Article 64 Passports**

**64:01 Employer paid passports for employees that are required to travel internationally for work purposes.**

#### **Article 65 EcoPass Program**

**65:01** Under the EcoPass Program, Travel Manitoba will provide a seventy-five percent (75%) discount to those employees participating in the EcoPass Program for the purposes of commuting between work and home.

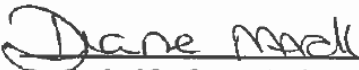
#### **Article 66 Respectful Workplace Program**

**66:01** It is understood by the parties that the Respectful Workplace Policy shall not form a part of the Collective Agreement.

IN WITNESS WHEREOF Colin Ferguson, President and CEO of Travel Manitoba, has hereunto set his hand for, and on behalf of, Travel Manitoba; and Diane Mark, Staff Representative of Manitoba Government and General Employees' Union has set her hand for, and on behalf of, Manitoba Government and General Employees' Union.

Signed this 27<sup>th</sup> day of July, 2015.

  
On behalf of Travel Manitoba

  
On behalf of Manitoba Government  
and General Employees' Union

### **Appendix “A”: Exclusions from the Terms of the Agreement**

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

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

- (a) For the primary purpose of exercising executive management functions;
- (b) In a confidential capacity in matters relating to labour relations.

The exclusions of incumbents of new classifications established by the Employer shall be determined by mutual agreement unless specifically excluded by virtue of their being covered by another bargaining unit.

The parties agree that the following positions are excluded from the Agreement:

- President and Chief Executive Officer;
- Senior Vice-President **Strategy and Business Development**;
- Vice-President **Marketing and Communications**;
- Director Corporate Services;
- Executive Assistant to the President and Chief Executive Officer;
- Corporate Services Co-coordinator.

## Appendix “B”: Application of Benefits to Part-time Employees

### B1 Definitions

- B1:01** “Part-time Employee” means an employee who normally works less than the full normal daily or weekly hours of work, as the case may be, and whose work follows an ongoing, predetermined schedule of work on a regular and recurring basis.
- B1:02** “Casual Employee” means an employee who works less than the full normal daily or weekly hours on average and whose work is irregular, or non-recurring or does not follow an ongoing predetermined schedule of work on a regular and recurring basis. A casual employee may be employed for short periods to replace an absent employee.
- B1:03** “Accumulated Service” means the equivalent length of service acquired by the employee in accordance with the following:
- (a) Accumulated service is calculated based on all hours for which an employee has received regular pay. This includes regular hours worked and approved leaves of absence from the Employer where regular pay is maintained;
  - (b) Accumulated service does not include overtime hours or any leaves of absence without pay or with partial pay including but not limited to suspensions without pay, worker’s compensation and other leave situations;
  - (c) Accumulated service must be continuous service;
  - (d) One (1) year of accumulated service for employees in seven and one-quarter (7¼) hour day classifications equals 1,885 hours of accumulated service;
  - (e) An employee can only receive a maximum of one (1) year of accumulated service in any twelve (12) month period.

**B1:04** “Calendar Service” means the length of continuous service from the employee’s most recent date of hire to the present. Periods of lay-off, while not affecting the continuity of service, are not included in the calculation of calendar service.

## **B2 Application**

**B2:01** This Agreement applies to part-time employees effective the first of the bi-weekly pay period following the attainment of three hundred four and one-half (304½) hours of accumulated service.

**B2:02** Management will determine whether an employee is part-time or casual in accordance with Sections :01 and :02. The parties agree to meet in an effort to resolve any problems which may occur as to whether an employee is part-time or casual. The matter may be referred to the Labour Management Consultation Committee for resolution. The decision of the Labour Management Consultation Committee shall be final.

## **B3 Conversions**

**B3:01** A part-time employee who is converted to casual is no longer covered by the provisions of the Collective Agreement except for those relating to casual employees.

**B3:02** A casual employee who is converted to part-time status must complete the service requirement set out in Article 4 but receives no credit for calendar or accumulated service as a casual employee.

**B3:03** Where a part-time employee who has been covered by the Collective Agreement has been converted to casual employment and is subsequently reconverted to part-time employment with no break in service, the period of casual employment shall be treated as a period of leave of absence. While this does not affect the continuity of employment, the period of casual employment does not count as calendar or accumulated service for purposes of benefit determination.

## **B4 General Principles**

- B4:01** Where a benefit is to be prorated for a part-time employee it will be calculated so that if two (2) part-time employees were sharing a full-time position the total cost to the Employer of that benefit is no greater than the cost of having the position filled by a full-time-employee.
- B4:02** In prorating a benefit, the factor used shall be determined by totalling the number of regularly scheduled hours the employee has worked in the preceding eight (8) weeks and dividing by two hundred ninety (290), i.e. 7.25 hours x 8 weeks x 5 days:

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

## **B5 Benefits**

- B5:01** Part-time employees will only be eligible for the benefits specifically identified in this Section.
- B5:02** Holidays
- (a) An employee will be eligible for pay for a holiday on which the employee does not work provided the employee:
- (i) Did not fail to report for work after having been scheduled to work on the day of the holiday; and
  - (ii) Has not absented himself or herself from work without the consent of the Employer on the employee's regular working day immediately preceding or following the holiday unless the employee's absence is by reason of established illness.
- (b) Where an employee is eligible for holiday pay or time in lieu the employee shall receive an amount calculated by multiplying the regular daily working hours for the employee's classification times the pro-rating factor.

- (c) Where the Employer requires an employee to work a full shift (i.e. seven and one-quarter (7<sup>1</sup>/<sub>4</sub>) as a regular work day on December 24 when that day falls on Monday through Friday inclusive), such employee shall be entitled to one-half (1/2) day of compensatory leave with pay to a maximum of four (4) hours.

**B5:03** Vacation

Vacation shall be calculated in accordance with Article 26 - Vacation.

**B5:04** Sick Leave

- (a) Sick leave shall be calculated in accordance with Article 27 - Sick Leave.
- (b) Part-time employees are not eligible for additional sick leave extensions as provided under Section :06 of Article 27 - Sick Leave.

**B5:05** Compassionate, Court, Paternity, Adoptive Parent, Parental and Family Related Leaves

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

**B5:06** Maternity Leave

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



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

- (e) For Plan B, Employer payments will be based on the difference between the percentage of weekly earnings covered by Employment Insurance and ninety-three percent (93%) of the weekly earnings. Weekly earnings will be as determined by **Employment and Social Development Canada (ESDC)** and will be subject to the Employment Insurance maximum.

**B5:07** Workers Compensation

An employee who is eligible for Workers Compensation may use accumulated sick leave to supplement Workers Compensation in accordance with Article 28 - Workers Compensation.

**B5:08** Bridging of Service

Calendar service shall be the basis for determining eligibility for this benefit, i.e. four (4) years.

**B5:09** Severance Pay

Severance pay shall be calculated in accordance with Article 24 - Severance Pay.

**B5:10** Notice of Layoff, Resignation or Termination

- (a) The period of notice required to be given by the employee or the Employer is the same as that applicable to full-time employees;
- (b) Pay in lieu of notice shall be calculated by multiplying the number of weeks' notice by the prorating factor.

**B5:11** Merit Increases

Eligibility for merit increases will be based on calendar service provided the employee has received pay for at least three hundred seventy-seven (377) hours exclusive of overtime.

**B5:12** Overtime

- (a) Daily overtime is only payable when the employee has worked beyond the normal daily hours for that classification (i.e. seven and one-quarter [7¼] hours);
- (b) Overtime on a day of rest is only payable when an employee has worked at least five (5) days in a week, i.e. a part-time employee only has two (2) “days of rest” per week;
- (c) Certain shift configurations may require working more than five (5) days per week without payment of overtime.

**B5:13** Probation

The period of probation is based on calendar service. Notwithstanding any provision of the Collective Agreement, this period may be extended by the Employer for any reason provided twelve (12) months’ probation is not exceeded.

**B5:14** Seniority

Seniority shall be calculated in accordance with Article 53 - Seniority.

**B5:15** Layoff

Seniority is used for purposes of layoff.

**B5:16** Dental Plan, Vision Care & Drug Plan

Part-time employees are eligible for family coverage based on fifty percent (50%) of the annual maximum per claimant as identified in 37:01(d), 38:01(d) and 39:01(f).

## Appendix "C": Casual Employees

**C1:01** The only provisions of this Agreement which apply to casual employees are as follows:

Article 1 - Interpretation

Article 4 - Application

Article 6 - Conduct of Employees

Article 7 - No Discrimination

Article 8 - Management Rights

Article 10 - Retroactive Wages

Article 16 - Disciplinary Action

Article 25 - Holidays

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

Article 36 - Loss Of or Damage To Personal Effects

Article 42 - Uniforms and Protective Clothing

- Sections :01, :02, :03 and :08 only

Article 46 - Union Security

Article 47 - Grievance Procedure - limited to the provisions in this Article

Article 48 - Grievance-Arbitration Procedure - limited to the provisions of this Article

Article 49 - Harassment

Article 51 - Civil Liability

Article 52 - Employee Files

Article 59 - Weekend Premium

**C1:02** Overtime

- (a) Daily overtime is only payable when the employee has worked beyond the normal daily hours for that classification, i.e. seven and one-quarter (7¼) hours;
- (b) overtime on a day of rest is only payable when an employee has worked at least five (5) days in a week, i.e. a casual employee only has two (2) “days of rest” per week;
- (c) Certain shift configurations may require working more than five (5) days per week without payment of overtime.

**C1:03** There is no obligation for the Employer to offer work to a casual employee or for a casual employee to accept work that is offered.

**C1:04** A casual employee who has not worked for a period of forty-five (45) calendar days may be terminated at the sole discretion of the Employer. If an employee who has been terminated in accordance with this section is rehired as a casual employee within twelve (12) months, the employee will receive credit for the employee’s previous casual service for purposes of the one hundred sixty (160) hour period set out in Subsection :03 (d) of Article 4 - Application of Agreement.

**C1:05** A casual employee who is working in a second job the Employer must meet the requirements of Section 4:01 (d) with respect to accumulated service in the second job. The same requirements will also apply to any subsequent jobs.

**C1:06** Where casual employees are employed within positions for which there is no appropriate classification, the classes and pay ranges of the employees will be deemed to be part of the Agreement pay plan and the employees will be paid at those rates plus any general pay increases until revised classes and pay ranges are negotiated by the parties. There shall be no retroactivity with respect to such revised classes and ranges. The rate of pay shall not be less than the lowest rate of pay set out in the pay plan except as may be provided in a separate Memorandum of Agreement between the parties.

## Appendix “D”: Privately Owned Vehicles

### **D1:01** Reimbursement Rates

An allowance for the use of a privately owned vehicle, for travel on Travel Manitoba business, when authorized by the Employer, shall be paid in accordance with the following:

- (a) 40.0¢/km
- (b) The use of a privately owned motorcycle, when authorized by a supervisor, shall be reimbursed at 21.2¢/km
- (c) Distance is that accumulated in the fiscal year - April 1 to March 31.

For the period April 1, 2012 to March 21, 2014, inclusive adjustments to the private vehicle kilometre rates shall be determined in accordance with the Memorandum of Agreement - Privately Owned Vehicles.

**D1:02** The above allowance covers all costs relative to the operation of the vehicle except bridge, ferry or highway tolls and parking, as authorized, which may be claimed as incurred.

### **D1:03** Residence to Work Location

Transportation of an employee between the employee’s residence and headquarters may not be claimed except where the employee has been called back to return to work:

- (a) Outside of the employee’s normal hours on the employee’s regular working day or shift; or
- (b) On the employee’s day of rest;

**D1:04** The official rates throughout these Articles are those expressed in kilometres and cents per kilometre (¢/km). An employee converting mileage to kilometres for the purpose of filing a claim should multiply the total number of miles at the end of the month or expense claim period by one and six-tenths ( $1\frac{6}{10}$ ). The resultant figure should be rounded to the nearest kilometre.

## Appendix “E”: Meals and Miscellaneous Expenses

### E1 Meals Eligibility for Claims

**E1:01** Breakfast an employee is expected to have had breakfast before the start of the day’s work, even though some travel may be necessary before the recognized starting time. Exceptions occur to this pattern and cost of breakfast may be claimed when:

- (a) The employee is in travel status; or
- (b) The employee has been traveling for more than one (1) hour on Travel Manitoba business before the recognized time for the start of the employee’s day’s work.

**E1:02** Lunch an employee is expected to make arrangements to provide or purchase lunch, or the mid-day or mid-shift meal. For many employees, either because of lack of facilities in the area of work or for general convenience or economy, lunch is carried to work rather than purchased. Exceptions to this pattern, when cost of lunch may be claimed, occur when:

- (a) The employee is in travel status; or
- (b) The employee is away from the employee’s normal place of work and outside the headquarter area which would cause the employee to disrupt the employee’s normal mid-day or mid shift meal arrangements.

The inability of the employee to return to the employee’s home or residence does not constitute grounds for claim for the cost of a purchased meal.

**E1:03** Dinner an employee may only claim for the cost of a dinner meal when:

- (a) The employee is in travel status; or
- (b) The employee has been traveling on Travel Manitoba business and not expected to arrive back to the employee’s residence before 7:30 p.m. were a meal break not taken.

Any extension of working hours at the normal place of work is covered under Article 3 - Meal Allowances During Overtime Work. No other meal claims except as provided in this Article shall be paid.

## **E2 Meal Expenses**

- E2:01 (a) Meal expenses for employees while on Travel Manitoba business within the Province of Manitoba shall be paid based on the actual cost of purchased meals using the following amounts as guidelines (receipts required):**

	<u>Breakfast</u>	<u>Lunch</u>	<u>Dinner</u>
March 27, 2015	\$8.85	\$10.85	\$28.40
March 27, 2016	\$9.35	\$11.35	\$28.90
March 27, 2017	\$9.85	\$11.85	\$29.40

- (b) Meal expenses for employees while on Travel Manitoba business outside of the Province of Manitoba shall be paid based on the actual cost of purchased meals using the following amounts as guidelines (receipts required):**

	<u>Breakfast</u>	<u>Lunch</u>	<u>Dinner</u>
March 27, 2015	\$15.00	\$25.00	\$45.00
March 27, 2016	\$15.50	\$25.50	\$45.50
March 27, 2017	\$16.00	\$26.00	\$46.00

When it is necessary that an employee spends in excess of the amounts above, Travel Manitoba shall reimburse the employee the full amount upon submission of receipts for required expenses.

(c) In the United States:

	<u>Breakfast</u>	<u>Lunch</u>	<u>Dinner</u>
<b>March 27, 2015</b>	<b>\$15.00*</b>	<b>\$25.00*</b>	<b>\$45.00*</b>
<b>March 27, 2016</b>	<b>\$15.50*</b>	<b>\$25.50*</b>	<b>\$45.50*</b>
<b>March 27, 2017</b>	<b>\$16.00*</b>	<b>\$26.00*</b>	<b>\$46.00*</b>

\*These amounts are stated in American Dollars.

(d) In Countries other than Canada and the United States of America:

	<u>Breakfast</u>	<u>Lunch</u>	<u>Dinner</u>
<b>March 27, 2015</b>	<b>\$15.00*</b>	<b>\$25.00*</b>	<b>\$45.00*</b>
<b>March 27, 2016</b>	<b>\$15.50*</b>	<b>\$25.50*</b>	<b>\$45.50*</b>
<b>March 27, 2017</b>	<b>\$16.00*</b>	<b>\$26.00*</b>	<b>\$46.00*</b>

\*These amounts are stated in American Dollars to be converted at the destination Country's exchange rate.

**E2:02** For each full day in travel status an eligible employee may claim the Per Diem Allowance in lieu of individual meal claims to cover the cost of purchased meals.

**E2:03** Where no overnight accommodation is involved only the appropriate individual expenses under Section :01 may be claimed.

**E2:04** Where a single price or flat rate is charged for meals by the supplier and no other reasonable alternative in the location is available (which may occur in some remote or isolated communities), actual meal expenses exceeding the above maxima may be claimed if supported by a receipt.



### **E3 Meal Allowances During Overtime Work**

#### **E3:01** Extension of Working Day

Where an employee's working day has been extended beyond the standard working day or shift at the normal place of work by Either:

- (a) At least two (2) hours, exclusive of a dinner or supper break, a meal allowance shall be paid at the rate of four dollars and eighty cents (\$4.80).
- (b) At least three and one-half (3½) hours, exclusive of a dinner or supper break, an allowance equivalent to that payable for "Lunch" in the appropriate area as shown in Article 2 - Meal Expenses shall be paid.

**E3:02** To qualify for the above, employees must have been at work on the day for which the allowance is claimed for a total (exclusive of lunch or dinner/supper periods) of not less than:

- (a) Nine and one-quarter (9¼) hours; or
- (b) Ten and three-quarters (10¾) hours.

**E3:03** An employee in travel status is not entitled to either of the above allowances.

### **E4 Incidentals Allowance**

**E4:01** An employee who is in travel status may claim an incidentals allowance for each night of:

- (a) Commercial accommodation - four dollars and sixty cents (\$4.60)
- (b) Non-commercial accommodation - three dollars and twenty cents (\$3.20).

**E4:02** The incidentals allowance covers reimbursement for all incidental expenses except as provided in Article 5 - Miscellaneous Expenses During Travel.

## **E5 Miscellaneous Expenses During Travel**

### **E5:01 Gratuities**

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

### **E5:02 Laundry**

- (a) Laundry charges must be supported by receipts and may only be claimed where the employee is traveling on Employer business and overnight away from home accommodation is involved for a period in excess of four (4) consecutive nights;
- (b) No claim may be made where special reimbursement arrangements have been made, such as a weekly or monthly allowance for living costs.

### **E5:03 Parking**

- (a) An employee may claim parking expenses as follows:
  - (i) Short-term parking, when the employee is away from the workplace; and
  - (ii) Overnight parking where it is not provided with accommodation;
- (b) Parking at an airport or other transportation terminal will only be allowed where the parking cost and the transportation costs to and from the terminal are less than the normal allowable transportation costs, i.e. limousine, taxi or bus, as available.

### **E5:04 Telephone**

- (a) Charges for telephone calls necessary for business purposes may only be claimed when they are supported by a listing of the person telephoned and the city or town involved;
- (b) An employee is entitled to claim the cost of long distance telephone calls up to a maximum of four dollars and seventy-eight cents (\$4.78) for each period of three (3) consecutive nights away from the employee's

residence on the Employer's business and overnight accommodation is involved.

### **E6 Travel Status Return Home Over A Weekend**

- E6:01** Provided that work schedules permit, an employee in travel status may return home over a weekend and shall be reimbursed travel expenses in an amount not exceeding the cost of maintaining the employee in travel status over the weekend.
- E6:02** If travel is by Travel Manitoba vehicle this cost should be evaluated at the per kilometre rate applicable for personal distance traveled for that class of vehicle.

### **E7 Accommodations**

- E7:01** Employees traveling on Employer business are entitled to standard hotel room accommodation with a bath when available.
- E7:02** The type, standard and cost of accommodation, and the period for which such costs may be allowed shall, in the opinion of the Employer, be reasonable considering all relevant circumstances.

### **E8 Definitions**

- E8:01** "Travel Status" means absence of the employee from the employee's headquarters area on Travel Manitoba business involving travel and accommodation with the approval of the Employer.
- E8:02** "Headquarters Area" means:
- (a) A metropolitan or urban area of not less than twenty-four (24) kilometres (15 miles) in diameter;
  - (b) In all other cases, an area twenty-four (24) kilometres (15 miles) around the employee's headquarters.

**E8:03** “Employee’s Headquarters” means the workplace where the employee is normally stationed or required to use as the employee’s base of operations on a continuing basis in relation to which the employee has established a residence.

## Appendix “F”: Modified Work Schedule - Marketing Outreach

### F1:01 Application

Employees in the following bargaining unit positions shall be subject to a modified work schedule as set out herein. Without the consent of the Union, no other bargaining unit employees shall be subject to a modified work schedule.

- Manager, **Global Media Relations**
- **Media Relations & Travel Trade Specialist**
- Manager, Visitor Services
- **Senior Manager, Partnership Programs**
- **Manager, Strategic Projects**
- **Manager, Global Travel Trade Relations**
- Coordinator, Partnership Programs
- **Design & Production Coordinator**
- **Travel Trade Assistant**
- **Communications Specialist**
- **Partnership Specialist**
- **Production Manager**
- **Digital Operations Marketing Manager**
- **Communications Coordinator**
- **Social Media Specialist**

### F1:02 Scheduling of Work

- (a) The parties acknowledge the unique nature, demands and requirements of the Travel and Tourism Industry. Marketing the Province of Manitoba as a desirable tourism destination requires attendance at and participation in events and activities such as trade shows, familiarization tours, media trips, market places, conferences, workshops, client events and other networking events. These often require employees in positions set out in 1:01 above to work outside the normal daily and weekly hours of work, normal days of work and times of work as contained in Article 57 - Hours, Times and Days of Work.

To ensure Travel Manitoba's presence at these events in the best possible manner the Employer may, notwithstanding Article 57 - Hours, Times and Days of Work, at its discretion implement a modified work schedule.

- (b) A modified work schedule may include hours of work of up to twelve (12) hours per day.

Due to the nature of the work, Saturdays and Sundays may be regular days of work. Depending upon business requirements the Employer will endeavour to provide employees with two (2) consecutive days of rest, preferably on Saturday and Sunday. Starting and finishing times will be determined to best meet the requirements of the events in question.

- (c) Notwithstanding Article 58 - Overtime, under the modified work schedule employees may be required to work more than seven and one-quarter ( $7\frac{1}{4}$ ) hours per day or thirty-six and one-quarter ( $36\frac{1}{4}$ ) hours per week without overtime, provided the average number of hours worked over the period of time the modified work schedule is in effect does not exceed the normal hours of work over the period covered.

For example, if a modified work schedule is in effect for eight (8) weeks and during this period the employee does not on average work more than two hundred ninety (290) hours no overtime is payable. Conversely, if during the eight (8) week period the employee works in excess of two hundred ninety (290) hours overtime is payable pursuant to the terms and conditions of the Collective Agreement.

- (d) The modified work schedule will cover a minimum of an eight (8) week period. At least two (2) weeks before the implementation of the modified work schedule, the Employer shall meet and consult with affected employees to determine days, times and hours of work to meet event and or activity requirements in an efficient and cost effective manner. Should it not be possible to reach agreement, the Employer

shall exercise its discretion and implement a modified work schedule within the guidelines set out in 1:02 (b).

Once finalized, hours, times and days of work within the period covered by the modified work schedule shall not be altered except by mutual agreement between the affected employee and the Employer. The Employer must approve in advance any work beyond the hours set out in the modified work schedule.

### Flexible Hours Guidelines

The policy regarding flexible hours for “office” employees shall apply for the duration of this Agreement and is attached for informational purposes only.

The Employer may, determine the most suitable arrangements of hours of work for “office” employees in accordance with the following guidelines:

- (a) The office must remain open during the hours 8:30 a.m. to 4:30 p.m. with an extension to 5:00 p.m. where it is deemed necessary to provide service to the public;
- (b) Variations in employees’ hours of work may occur as a result of staggered starting or finishing times or an alteration in the time allowed for lunch;
- (c) The earliest starting time is 7:00 a.m., the latest finishing time is 6:00 p.m. and the minimum allowable lunch period is forty-five (45) minutes;
- (d) Varied starting or finishing times must comprise a minimum of thirty (30) minutes prior to or after established office hours;
- (e) Service to the public must not be impacted by the change in hours;
- (f) Employees must work seven and one-quarter ( $7\frac{1}{4}$ ) hours per work day and thirty-six and one-quarter ( $36\frac{1}{4}$ ) hours per week exclusive of lunch periods;
- (g) All employees must be present at work during a core period of 10:00 a.m. to 3:00 p.m., less lunch periods.



## Secondment Guideline

The following guidelines respecting secondments are attached for information purposes only.

“Secondment” means the temporary assignment or loan of employees to another organization. Secondments may be used to staff a special program, to utilize expertise to perform a certain function and/or for staff development.

“Seconded Employee” means an employee who has temporarily changed assignments due to a secondment. A seconded employee shall sign a secondment agreement that sets out the specific terms of the secondment including the classification and pay arrangements.

Upon completion of the secondment:

- (a) The employee shall return to the employee’s former position and classification or to a comparable position and classification; or
- (b) The current secondment may be extended by the Employer.

In the event that during the term of the secondment, the employee’s position is abolished, the employee shall be notified in accordance with the terms of Article 23 - Layoff and the terms and conditions of this Article shall apply.

**Letter of Intent**

between

**Travel Manitoba**

and

**Manitoba Government and General Employees' Union**

**Re: Job Sharing**

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Job sharing is an alternative work arrangement whereby the duties and responsibilities of a full-time position may be restructured in a manner that would accommodate the employment of two (2) or more employees on a part-time basis.

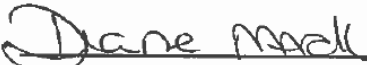
Travel Manitoba will endeavour to inform the Union of existing job share situations within the bargaining unit within sixty (60) days of the signing of this Agreement.

Travel Manitoba will inform the Union of new job share arrangements within the bargaining unit as they are brought to its attention.

It is also agreed that Travel Manitoba will consult with the Union during the life of this Collective Agreement on the subject of job sharing and its impact on the bargaining unit.

Signed this 27<sup>th</sup> day of July, 2015.

  
On behalf of Travel Manitoba

  
On behalf of Manitoba Government  
and General Employees' Union

**Letter of Intent**

between

**Travel Manitoba**

and

**Manitoba Government and General Employees' Union**


**Re: Staff Development**

---

During the life of the Collective Agreement, the Employer will endeavour to have a meaningful discussion with the Union in developing a staff development policy.

Signed this 27<sup>th</sup> day of July, 2015.

  
On behalf of Travel Manitoba

  
On behalf of Manitoba Government  
and General Employees' Union

**Memorandum of Agreement**

between

**Travel Manitoba**

and

**Manitoba Government and General Employees' Union**

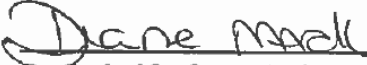
**Re: Professional Fees**

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The parties agree that the Employer will reimburse professional fees up to five hundred dollars (\$500) per year based on statute, class specification and position requirement, as approved by the Employer.

Signed this 27<sup>th</sup> day of July, 2015.

  
On behalf of Travel Manitoba

  
On behalf of Manitoba Government  
and General Employees' Union

**Memorandum of Agreement**

between

**Travel Manitoba**

and

**Manitoba Government and General Employees' Union**

**Re: Workplace Health and Wellness**

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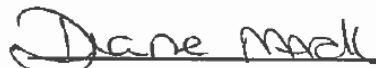
The parties recognize that the health of a person affects how they perform at work, at home and in the community. Health is much more than the absence of disease, it is a combination of physical, mental and social well-being. It is believed that workplace practices and policies could be beneficial to the Employer and employees by having:

- Employees who become sick less often;
- Employees who work more effectively and efficiently;
- Employees who are less prone to accidents;
- Employees who are better able to manage stress.

The Employer and the Union agree that the Health and Safety Committee will examine health and wellness initiatives that could be undertaken in the workplace.

Signed this 27<sup>th</sup> day of July, 2015.

  
On behalf of Travel Manitoba

  
On behalf of Manitoba Government  
and General Employees' Union

**Memorandum of Agreement**

between

**Travel Manitoba**

and

**Manitoba Government and General Employees' Union**


**Re: Flexible Work Arrangements Leading To Retirement**

---

During the life of the Agreement, the parties agree to establish that the Labour Management Consultation Committee will review various options regarding flexible work arrangements leading to retirement.

Signed this 27<sup>th</sup> day of July, 2015.

  
On behalf of Travel Manitoba

  
On behalf of Manitoba Government  
and General Employees' Union

**Memorandum of Agreement**

between

**Travel Manitoba**

and

**Manitoba Government and General Employees' Union**

**Re: Workload Manageability**

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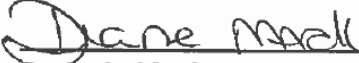
It is acknowledged that, in some areas the manageability of excessive workload may be of concern to a group of employees, the Union and the Employer.

In situations where both the Union and the Employer are in agreement that discussions may be beneficial to resolving workload concerns, the two (2) parties agree to discuss possible areas of concern and options for consideration to try and resolve these concerns.

By mutual agreement, the Union and the Employer may include employee representatives in these discussions.

Signed this 27<sup>th</sup> day of July, 2015.

  
On behalf of Travel Manitoba

  
On behalf of Manitoba Government  
and General Employees' Union

**Memorandum of Agreement**

between

**Travel Manitoba**

and

**Manitoba Government and General Employees' Union**

**Re: Privately Owned Vehicles**

---

The parties hereto agree as follows:

- (1) This Memorandum is effective from April 1, 2012 to March 21, 2014 inclusive.
- (2) The following formula shall be effective April 1, 2012:

Base Rate = 41.0 cents per kilometre based on a price of one dollar (\$1.00) per litre of regular gasoline (south of the 53<sup>rd</sup>).

The kilometre rate would be adjusted based on the following ratio:

For every full 10.0 cent increase/decrease in the price per litre of regular gasoline, there would be a 1.0 cent per kilometre increase/decrease in the private vehicle kilometre reimbursement rates.


The private vehicle kilometre rates would be determined based on the previous six (6) months average of regular gasoline prices in Winnipeg. A semi-annual review, for April 1 to September 30, and October 1 to March 31, will be conducted. Any increase or decrease resulting from a review shall be effective October 1 and April 1 respectively. The first potential adjustment would be scheduled to occur October 1, 2012.



- (3) This Memorandum expires March 21, 2014.
- (4) Rates in effect March 21, 2014 shall remain in effect.

Signed this 27<sup>th</sup> day of July, 2015.

  
On behalf of Travel Manitoba

  
On behalf of Manitoba Government  
and General Employees' Union

**Memorandum of Agreement**

between

**Travel Manitoba**

and

**Manitoba Government and General Employees' Union**


**Re: Superannuation (Pension Contribution Increase)**

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Effective January 1, 2015 - 0.5% increased contribution for employee and Employer.

Signed this 27<sup>th</sup> day of July, 2015.

  
On behalf of Travel Manitoba

  
On behalf of Manitoba Government  
and General Employees' Union

**General Pay Increases**

**Year One: March 27, 2014 to March 26, 2015 - 2%**

**Year Two: March 27, 2015 to March 26, 2016 - 2%**

**Year Three: March 27, 2016 to March 26, 2017 - 2%**

**Year Four: March 27, 2017 to March 26, 2018 - 2%**

## Salary Schedule - Appendix A

**Effective March 27, 2014 - 2%**

Salary Band	Step 1	Step 2	Step 3	Step 4	Step 5	Step 6	Step 7	Step 8
1	33,552	34,894	36,290	37,741	39,251	40,820	42,453	44,152
	1,287.00	1,338.47	1,392.02	1,447.68	1,505.60	1,565.78	1,628.42	1,693.59
	17.75	18.46	19.20	19.97	20.77	21.60	22.46	23.36
2	36,006	37,447	38,945	40,502	42,123	43,808	45,560	47,382
	1,381.13	1,436.40	1,493.86	1,553.59	1,615.77	1,680.40	1,747.60	1,817.49
	19.05	19.81	20.61	21.43	22.29	23.18	24.10	25.07
3	38,461	40,000	41,600	43,264	44,994	46,795	48,666	50,613
	1,457.30	1,534.33	1,595.70	1,659.53	1,725.89	1,794.98	1,866.74	1,941.43
	20.35	21.63	22.01	22.89	23.81	24.76	25.75	26.78
4	43,372	45,106	46,911	48,788	50,739	52,769	54,879	57,074
	1,663.68	1,730.19	1,799.43	1,871.42	1,946.26	2,024.13	2,101.61	2,189.26
	22.95	23.87	24.82	25.81	26.84	27.92	28.99	30.20
5	47,463	49,362	51,337	53,390	55,526	57,746	60,057	62,459
	1,820.60	1,893.44	1,929.20	2,047.95	2,129.88	2,215.04	2,303.68	2,395.82
	25.11	26.12	27.16	28.25	29.38	30.55	31.78	33.05
6	55,647	57,873	60,187	62,595	65,098	67,703	70,411	73,227
	2,134.52	2,219.91	2,308.67	2,401.04	2,497.05	2,596.97	2,700.84	2,808.86
	29.44	30.62	31.84	33.11	34.44	35.82	37.25	38.74
7	60,556	62,979	65,498	68,118	70,843	73,677	76,623	79,689
	2,322.82	2,415.77	2,512.39	2,612.89	2,717.42	2,826.12	2,939.13	3,056.62
	32.04	33.32	34.65	36.04	37.48	39.98	40.54	42.16
8	67,103	69,787	72,579	75,482	78,501	81,642	84,907	88,303
	2,573.96	2,676.91	2,784.01	2,895.36	3,011.16	3,131.65	3,256.89	3,387.15
	35.50	36.92	38.40	39.94	41.53	43.20	44.92	46.72

**Effective March 27, 2015 - 2% Increase**

Salary Band	Step 1	Step 2	Step 3	Step 4	Step 5	Step 6	Step 7	Step 8
1	34,223	35,592	37,016	38,496	40,036	41,636	43,302	45,035
	1,312.75	1,365.25	1,419.87	1,476.64	1,535.71	1,597.09	1,660.99	1,727.47
	18.11	18.83	19.58	20.37	21.18	22.03	22.91	23.82
2	36,726	38,196	39,724	41,312	42,966	44,684	46,471	48,330
	1,408.75	1,465.13	1,523.74	1,584.66	1,648.10	1,714.00	1,782.55	1,853.86
	19.43	20.21	21.02	21.86	22.73	23.64	24.59	25.57
3	39,230	40,800	42,432	44,129	45,894	47,731	49,639	51,625
	1,504.80	1,565.02	1,627.62	1,692.71	1,760.41	1,830.88	1,904.07	1,908.25
	20.75	21.59	22.45	23.34	24.28	25.25	26.27	27.31
4	44,239	46,008	47,849	49,764	51,754	53,824	55,977	58,216
	1,696.93	1,764.79	1,835.41	1,908.86	1,985.19	2,064.60	2,147.18	2,233.07
	23.41	24.34	25.31	26.33	27.38	28.48	29.61	30.80
5	48,412	50,349	52,364	54,458	56,637	58,901	61,258	63,708
	1,857.00	1,931.30	2,008.59	2,088.91	2,172.50	2,259.34	2,349.75	2,443.73
	25.61	26.63	27.70	28.81	29.97	31.16	32.41	33.71
6	56,760	59,030	61,391	63,847	66,400	69,057	71,819	74,692
	2,177.22	2,264.29	2,354.85	2,449.06	2,546.99	2,648.91	2,754.86	2,865.06
	30.03	31.23	32.48	33.78	35.13	36.54	38.00	39.52
7	61,767	64,239	66,808	69,480	72,260	75,151	78,156	81,283
	2,369.28	2,464.10	2,562.64	2,665.13	2,771.77	2,882.66	2,997.93	3,117.88
	32.68	33.99	35.35	36.76	38.23	39.76	41.35	43.00
8	68,445	71,183	74,031	76,992	80,071	83,275	86,605	90,069
	2,625.43	2,730.46	2,839.70	2,953.28	3,071.39	3,194.29	3,322.02	3,454.89
	36.21	37.66	39.17	40.73	42.36	44.05	45.82	47.65

**Effective March 27, 2016 - 2%**

Salary Band	Step 1	Step 2	Step 3	Step 4	Step 5	Step 6	Step 7	Step 8
1	34,908	36,304	37,756	32,266	40,837	42,469	44,168	45,936
	1399.01	1392.56	1448.25	1507.92	1566.44	1629.04	1694.21	1762.03
	18.47	19.21	19.98	20.80	21.61	22.47	23.37	24.30
2	37,461	38,960	40,519	42,138	43,825	45,578	47,400	49,297
	1436.94	1494.44	1554.24	1616.34	1681.05	1748.29	1818.18	1890.95
	19.82	20.61	21.44	22.29	23.19	24.11	25.08	26.08
3	40,015	41,616	43,281	45,012	46,812	48,686	50,632	52,658
	1534.91	1596.32	1660.18	1726.58	1795.63	1867.51	1942.16	2019.87
	21.17	22.02	22.90	23.81	24.77	25.76	26.79	27.86
4	45,124	46,928	48,806	50,759	52,789	54,901	57,097	59,380
	1730.88	1800.08	1872.11	1947.03	2024.89	2105.91	2190.14	2,277.73
	23.87	24.83	25.82	26.86	27.93	29.05	30.21	31.42
5	49,380	51,356	53,411	55,547	57,770	60,079	62,483	64,982
	1894.13	1969.93	2048.75	2130.69	2215.96	2304.53	2396.74	2492.60
	26.13	27.17	28.26	29.39	30.56	31.79	33.06	34.38
6	57,936	60,211	62,619	65,124	67,728	70,438	73,255	76,186
	2222.32	2309.59	2401.96	2498.04	2597.93	2701.88	2809.93	2922.36
	30.65	31.86	33.13	34.46	35.83	37.27	38.76	40.31
7	63,002	64,688	68,144	70,870	73,705	76,654	79,719	82,909
	2416.65	2481.32	2613.89	2718.45	2827.20	2940.31	3057.88	3180.25
	33.33	34.23	36.05	37.50	39.00	40.56	42.18	43.87
8	69,814	72,607	75,512	78,532	81,672	84,941	88,337	91,870
	2677.94	2785.08	2896.51	3005.45	3132.80	3258.19	3388.45	3523.97
	36.94	38.41	39.95	41.45	43.21	44.94	46.74	48.61

**Effective March 27, 2017 - 2%**

Salary Band	Step 1	Step 2	Step 3	Step 4	Step 5	Step 6	Step 7	Step 8
1	35,606	37,030	38,511	40,051	41,654	43,318	45,051	46,855
	1,365.75	1,420.41	1,477.22	1,536.29	1,597.78	1,661.60	1,728.08	1,797.28
	18.84	19.59	20.38	21.19	22.04	22.92	23.84	24.79
2	38,210	39,739	41,329	42,981	44,702	46,490	48,348	50,283
	1,465.67	1,524.32	1,585.31	1,648.68	1,714.69	1,783.28	1,854.55	1,928.77
	20.22	21.03	21.87	22.74	23.65	24.60	25.58	26.60
3	40,815	42,448	44,147	45,912	47,748	49,660	51,645	53,711
	1,565.59	1,629.77	1,693.40	1,761.10	1,831.53	1,904.87	1,981.01	2,060.26
	21.59	22.48	23.36	24.29	25.26	26.27	27.32	28.42
4	46,027	47,867	49,782	51,774	53,845	55,999	58,239	60,568
	1,765.52	1,836.10	1,909.55	1,985.96	2,065.40	2,148.02	2,233.95	2,323.28
	24.35	25.33	26.34	27.39	28.49	29.63	30.81	32.05
5	50,368	52,383	54,479	56,658	58,925	61,281	63,733	66,282
	1,932.03	2,009.32	2,089.72	2,173.30	2,260.26	2,350.63	2,444.69	2,542.46
	26.51	27.71	28.82	29.98	31.18	32.42	33.72	35.07
6	59,053	61,415	63,871	66,427	69,083	71,847	74,720	77,710
	2,265.17	2,355.77	2,449.98	2,548.02	2,649.90	2,755.93	2,866.13	2,980.82
	31.24	32.49	33.79	35.15	36.55	38.01	39.53	41.11
7	64,262	66,834	69,507	72,287	75,179	78,187	81,313	84,567
	2,464.98	2,563.64	2,666.17	2,772.80	2,883.74	2,999.12	3,119.03	3,243.84
	34.00	35.36	36.77	38.25	39.78	41.37	43.02	44.74
8	71,210	74,059	77,022	80,103	83,305	86,640	90,104	93,707
	2,731.49	2,840.77	2,954.43	3,072.61	3,195.44	3,323.36	3,456.23	3,594.44
	37.68	39.18	40.75	42.38	44.07	45.84	47.67	49.58

**The following Policy is provided for reference only. It does not form part of this Collective Agreement.**



# Travel Manitoba

## Respectful Workplace Policy

### 1. Introduction

Travel Manitoba is committed to providing a safe and respectful work environment that is free from any form of harassment. It is the right of every employee to enjoy a workplace that respects their individuality and allows them to work without fear of harassment.

### 2. Purpose and Objectives

- (a) To define what is harassment and what is not.
- (b) To outline the rights and responsibilities of all employees in ensuring a respectful workplace.
- (c) To provide procedures for responding to, reporting and investigating alleged harassment.

### 3. Scope

This policy applies to all employees of Travel Manitoba.

### 4. Definition of Harassment

- (a) For the purpose of this policy, harassment is inappropriate conduct or behaviour in any form with respect to a person's:
  - Age;
  - Religion or creed;
  - Sex, sexual orientation;
  - Marital or family status;
  - Source of income;
  - Political belief, political association or political activity;
  - Disability, physical size or weight;
  - Nationality, ancestry, race or place of origin.

- (b) Harassment also includes conduct or behaviour that may involve humiliation, intimidation or bullying - anything that adversely affects a person's psychological or physical well-being.
- (c) Harassment may occur in the form of repeated comments, displays, actions or gestures or a single serious comment, display, action or gesture.
- (d) Some examples of harassment include:
  - Any unwelcome verbal or physical conduct that is related to an individual's characteristics as outlined above;
  - Any unwanted attention, demands, patten of jokes or insults that may cause personal offense or humiliation to any employee;
  - Physical or verbal conduct that has the effect of creating an intimidating, hostile or offensive workplace.
- (e) Harassment can take place at the workplace or outside of the workplace in a situation that is related to work (e.g.: off-site meetings, trip, company event, etc.).

## 5. **When it is not Harassment**

It is not considered harassment when supervisors or managers are exercising their responsibilities to conduct performance reviews and to provide direction, counsel, coach, communicate expectations, monitor performance and discipline employees.

## 6. **Rights and Responsibilities**

- (a) Employees are responsible for treating each other with respect and are encouraged to not tolerate harassment and to act quickly if they are subjected to any form of harassment.
- (b) Employees are responsible for cooperating in the investigation of a harassment complaint. A complaint must be filed within 60 days of the most recent incident of harassment.

- (c) Employees are responsible for cooperating in the investigation of a harassment complaint. Any evidence given in an investigation must be kept confidential except as necessary to effectively deal with the complaint.
- (d) An employee who believes that he or she has been subject to harassment has the right to file a complaint with the Manitoba Human Rights Commission.
- (e) Travel Manitoba, its managers and supervisors are responsible for providing, so far as reasonably possible, a harassment free environment.
- (f) All management is responsible for stopping harassment of any kind by taking corrective action with any employee under their direction who subjects another worker to harassment.
- (g) Employees are not discouraged or prevented from exercising any other legal rights pursuant to any other law.

**7. How to Respond To and Report Alleged Harassment**

- (a) If an employee has been subjected to harassment, he/she should tell the person doing the harassment to stop. This can be done in person on their own, with their manager, supervisor or another person present or in writing.
- (b) The incident should be reported to the Director, Corporate Services if the employee who has been harassed would like the incident recorded on file or if the employee who has done the harassment fails to amend their behaviour after being asked to.
- (c) Any employee who feels they have been witness to harassment should report the incident as soon as possible to the Director, Corporate Services.
- (d) In filing a complaint the employee must describe in full the event, including the date, time and location, the identity of the accused individual, the person being harassed (if someone other than

themselves), the identity of any witnesses to the harassment along with a complete description of what occurred.

- (e) All reported incidents of harassment will also be reported to the Chief Executive Officer.

## 8. **How to Investigate an Alleged Harassment**

Once a complaint has been filed, the Director, Corporate Services will conduct an investigation by doing the following:

- (a) A private interview will be held with the complainant and any persons identified as having knowledge of the alleged harassment.
- (b) A private interview will then be held with the person accused of the alleged harassment to inform them of the allegations and allow them a fair opportunity to respond. Wherever possible the identity of the accuser will remain confidential.
- (c) Private interviews will then be held with any person identified by the accused as having knowledge of his/her defense.
- (d) The Director, Corporate Services will separately advise the complainant and the accused of the results of the investigation within 40 days of receiving the complaint.

Any person involved in a harassment investigation found to have made untruthful statements or files a complaint in bad faith or for an ulterior purpose will be subject to disciplinary action up to and including termination of employment.

## 9. **Corrective Action**

Any employee of Travel Manitoba found to have engaged in any form of harassment will be subject to disciplinary action up to and including termination of employment.

Employees subjected to harassment may be entitled to such remedies as an oral or written apology, compensation for lost wages, a job transfer, etc. depending on the severity of the harassment and its effects.

If no evidence is found to support an allegation of harassment there will be no documentation concerning the complaint placed in the file of the accused.

If evidence supports an incident of harassment, the incident and the corrective action taken will be placed in the personnel file of the accused.

**10. Confidentiality and Non-retaliation Against Employees**

All complaints of harassment will be kept strictly confidential. Travel Manitoba will not disclose the identity of the complainant, the accused or any circumstance related to the complaint to anyone except as is necessary to investigate the complaint or to take disciplinary or corrective action related to the complaint or as required by law.

No retaliatory action will be taken against anyone who files a harassment complaint. Employees need to be aware that filing a harassment complaint is a very serious action for both the complainant and the subject of the complaint and not to be made frivolously.

**11. Education and Monitoring**

Travel Manitoba is committed to ensuring that all of its employees at all levels learn about harassment and understand this policy. This policy will be monitored and adjustments will be made when necessary.

If you have any questions or concerns related to this policy please contact the Director, Corporate Services.