Collective Agreement

between

Manitoba Public Insurance

(hereinafter called the "Corporation")

and

Manitoba Government and General Employees' Union

(hereinafter called the "Union")

Locals 62, 63, 64, 65, 66, 67 and 68

September 18, 2016 to September 26, 2020

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Introduction

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

Article 1 Interpretation

- 1:01 In this Agreement, unless the context otherwise requires, the expression:
 - (a) "Accrued Service" shall be calculated based on an employee's hours paid (excluding overtime), except as modified in this Agreement.
 - (b) "Casual Employee" means an employee who is employed for irregular or regular hours on the basis of work being made available as a result of the temporary absence of an incumbent of a position or as a result of an irregular or intermittent work need of the Corporation.
 - (c) "Class" means a group of positions which are sufficiently similar in duties, responsibilities, skill and knowledge required to have the same education and experience requirements and to receive the same rate of pay.
 - (d) "Corporate Service" shall be the period of time an employee has been continuously employed with the corporation, based on the hire/rehire date. This has previously been referred to as continuous service or continuous employment.
 - (e) "Demotion" means the involuntary or voluntary movement of an employee from one (1) class of position to another having a lower maximum salary.
 - (f) "Employee" means a person employed by the Corporation and who is not excluded as provided in Article 2.
 - (g) "Full-Time Employee" means an employee employed in a position that requires full-time normal daily and biweekly hours of work on a continuous year round basis.

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

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

Article 2 Scope

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

Article 3 Management Rights

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

Article 4 Union Security

- 4:01 All employees who come under the scope of this Agreement, whether or not they are members of the Union shall have an amount equal to the current Union dues deducted by the Corporation from each bi-weekly pay. Such dues shall be forwarded to the Union every four (4) weeks, together with a list of names of employees from whom deductions have been made, including their position and work location.
- 4:02 The Union will be notified of the names, positions of and work locations of all new employees. The parties hereto agree that the Corporation will provide all new employees, including terms, with an Application for Membership on the first day of employment. Upon the signing of the Application for Membership as provided, the Corporation shall mail the application to the Union's Central Office (601 275 Broadway, Winnipeg, Manitoba R3C 4M6).
- 4:03 The Union shall notify the Corporation in writing of any changes in the amount of dues at least four (4) weeks prior to the end of the pay period in which the deductions are to be made.
- 4:04 For new employees, the payment of dues shall become effective on the first day of their employment.
- 4:05 Notwithstanding any other provision in this Agreement, the Corporation shall, not later than ninety (90) days preceding the expiry date of this Agreement, furnish in written form to the Union the following:
 - (a) The name of each employee in the bargaining unit;
 - (b) The classification of each employee within the bargaining unit;
 - (c) The current bi-weekly rate of each employee within the bargaining unit.
- **4:06** No employee shall be required or permitted to make any written or verbal agreement with the Corporation or its representatives which may conflict with the terms of this Agreement.

Article 5 Duration of Agreement

- 5:01 This Agreement shall become effective from and including September 18, 2016 and shall continue in effect up to and including September 26, 2020 and shall remain in full force and effect from year to year thereafter unless written notice of request to negotiate a revision is given under Article 5:03 and 6:01. During the period required to negotiate a renewal and/or revision of this Agreement, the provisions of the Agreement shall remain in full force and effect.
- 5:02 Any other Agreement, Letter of Understanding or Memorandum of Agreement which is not renewed or sustained by the terms of this Agreement shall terminate effective the date of signing of this Agreement.
- All additions, deletions, amendments and/or revisions from the previous

 Agreement to this Agreement shall be effective from the first day of the biweekly pay period following the date of ratification unless otherwise specified.

Article 6 Notice for Collective Bargaining

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

Article 7 Union Business

- 7:01 The Corporation recognizes the Union's right to select stewards to represent their membership within the Corporation. The Union agrees to provide the Corporation with the names of these stewards and the work area represented within fourteen (14) days of their appointments.
- **7:02** The duties and responsibilities of shop stewards shall include the following activities:
 - (a) Investigation of complaints, grievances and/or disputes including the making of presentations to the Corporation as required;
 - (b) The transmission of Union bulletins and/or notices by posting;
 - (c) Participation in collective bargaining as a member of the Union's bargaining team;
 - (d) Participation in arbitration proceedings when required by the Union;
 - (e) Participation in the administration of the Union as may be required for The Manitoba Public Insurance Corporation Component Executive meetings and steward meetings.
- 7:03 The steward shall obtain permission of the office manager or designate before leaving work to perform duties as a steward. Such permission shall not be unreasonably sought or withheld.
- 7:04 A steward shall conduct duties as a steward within their own designated area, and providing the steward has received the proper authorization, such leave will be regarded as leave of absence with pay.
- 7:05 The Union agrees that the activities of its stewards will be strictly limited, during working hours while on Corporation premises, to representing their members on matters related to this Agreement.

- 7:06 At the written request of the Union, the Corporation shall grant leave of absence with pay to Union officers who are employees of the Corporation, at the various levels, for the purpose of carrying on the necessary business of the Union, provided such leave does not place an undue load on the Corporation's routine activities. The Union will notify those Union officers requested to attend Union business to confirm approval with their department manager.
- 7:07 If the Union requests a leave of absence for a steward to attend a Union event that the steward is invited to after they have had their vacation approved, their vacation time equal to the amount of the Union leave shall be credited to them and their time will be recorded as a leave of absence with pay to attend such event.
- 7:08 Where leave of absence has been granted under clause 7:06 and 7:07, the Union shall reimburse the Corporation one hundred percent (100%) of the wages paid to such employees for the period of absence. Such leave shall not normally exceed fifty (50) working days per year.
- 7:09 With respect to the collective bargaining process, the Corporation agrees to provide a leave of absence, during regular working hours, with pay, to members who are employees of the Corporation and who form part of the Union's bargaining team. This leave of absence will only cover up to three (3) members and will include any reasonable period required by them to cover travelling. The Corporation further agrees to allow employees, who are joint committee members, leave of absence with pay for MPIC/MGEU joint committees that may be established during the life of this Agreement. The payment for leave of absence will not be applicable during any period of work stoppage by strike or similar action.
- 7:10 The Corporation and the Union agree that there shall be no discrimination, interference, restriction or coercion, exercised or practiced by reason of membership or activity in the Union.

- 7:11 It is agreed that the Corporation will provide notice boards for the use of the office Union members in suitable locations accessible to the employees for the purpose of posting notices of interest to the Union.
- 7:12 The Union agrees that any of their representatives, other than those with specific duties with respect to the administration of this Agreement, will not engage in any Union activities on the premises of the Corporation without first having obtained the consent of the Corporation.
- 7:13 Employees elected or appointed to full-time Union positions shall be granted leave of absence without pay on request. Time spent with the Union will be considered as corporate service with the Corporation and the employee will continue to accrue seniority with the Corporation during such periods. Employees on such leave will at their option continue to participate in all Corporation benefits and pension plans provided the Union reimburses the Corporation on a monthly basis for the cost of such premiums. Upon application to the Corporation such employees will be re-employed by the Corporation at the same position or like position at the same step in the pay grade at which the employee left to work for the Union.
- 7:14 Upon twenty-four (24) hours notice, the Corporation will allow and provide a suitable area for employee information sessions at various work locations, as long as such sessions are not during hours of work, and not interfering with other work activities of the Corporation.

Article 8 Safety and Health

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

Article 9 Seniority

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

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

Article 10 Educational Leave and Assistance

10:01 Definitions:

- (a) "Educational Leave" means leave of absence "with" or "without" pay for purposes of engaging in a course.
- (b) "Course" includes conferences, conventions, seminars, workshops, symposiums or any other type of learning session presented by the Corporation or government, technical or professional association or by any educational institutions.
- (c) "Course Costs" means all expenses directly related to an employee's involvement in a course such as tuition, books, registration fees, membership dues, examination fees, travelling and subsistence expenses.
- (d) "Educational Assistance" means financial assistance provided by the Corporation to an employee engaged in a course.
- (e) "Program of Study" or "Course of Study" refers to single course requests, diploma programs, certificate programs, degree programs, MBA programs, and financial or other job related designations.

10:02 Corporation Initiated Requests:

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

10:03 Employee Originated Requests:

(a) Where the employee requests educational leave and/or assistance, the costs shall be shared on a prorated basis by employee and Corporation, based on the relevancy of the course to the job, and on the degree of benefit which each party receives from the employee's attendance at the

learning session. The Corporation will determine the relevancy of any course or educational leave requested by an employee.

Eligibility:

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

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

Application Process:

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

Review and Approval Process:

- **(e)** The criteria for determining the level of assistance to be granted are as follows:
 - (i) Where educational leave is involved, a percentage of costs and salary (**if applicable**) are to be paid by the Corporation. Where no leave is involved, a proportion of course costs only are to be paid.

- (ii) The cost of employee salary (if applicable), tuition and other fees, transportation, books, lodging, sustenance and any other cost directly related to the educational program shall be totalled.
- (iii) The portion of cost (determined in [ii]) to be paid by the Corporation shall be established as by point totals in accordance with the following formula:

Points 0 1 2	Relation to Job: unrelated useful background but not directly related directly related
Points 0 1	Benefit to: employee only primarily employee mutual advantage to Corporation and

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

employee

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

be required to sign a Return in Service Commitment letter outlining the conditions under which the financial assistance was granted.

Course Completion/Reimbursement

- (h) Employees are required to forward proof of successful course completion and confirmation of course costs to the Organizational Development Department, within ninety (90) days of the course end date or exam date. Failure to submit the record of completion within this time frame will be treated as an incomplete course.
- (i) The reimbursement of costs for Corporation approved courses will be made to the employee within thirty (30) days of receipt by the **Organizational Development** Department of evidence of successful completion of the particular course.
- (j) The Corporation will not be responsible for any costs incurred by the employee in relation to an examination re-write due to initial examination failure.

10:04 **Leave Conditions:**

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

- 10:05 The Union shall have the right to representation on any committee(s) which may be established during the life of this Agreement for the purpose of reviewing educational leave requests.
- 10:06 The Corporation recognizes the value of continuing education and shall, at its sole discretion, allocate a minimum sum each year as part of their operating budget for this purpose.
- 10:07 The Corporation recognizes the value of retraining and agrees that where a particular job is changed or terminated, and where employees may not possess the necessary skills or qualifications to adapt to the change, the Corporation shall, where practical, offer the employees a chance to undergo retraining so that the necessary attributes may be obtained. The cost of this retraining shall be borne by the Corporation.

Article 11 Staff Training

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

Article 12 Recruitment and Promotion

- 12:01 Vacancies for permanent positions shall be filled with present qualified employees who make application. The successful applicant would move to their new position within three (3) weeks. Where there is operational requirement that the successful applicant will not be moved within three (3) weeks, and where the employee's new position is a promotion, the employee shall be paid at the higher rate commencing on the first Monday following the three (3) week period.
- 12:02 All postings shall be posted for a period of at least five (5) full working days on electronic bulletin board.
- 12:03 Late applications due to sickness, vacation, or other authorized leave of absence will be accepted, provided such application is received prior to the successful applicant being advised.
 - Applicants have the same number of days as they were away during the five (5) day posting period to submit their late application.
- 12:04 When the Corporation does not post a position which has become vacant within a reasonable time from the occurrence of the vacancy, the Corporation shall advise the Union of the reason therefore in writing.
- **12:05** The Corporation agrees to invite employees to apply for any vacancies not within the scope of this Agreement.
- 12:06 No posting will be required when persons employed in trainee positions are qualified for advancement to the higher position, or for Clerk I vacancies.
- 12:07 The Corporation shall supply a copy of all postings to the Union.

- 12:08 (a) Employees with a minimum of five (5) years northern service shall be given preference, by way of a transfer to a position vacancy within the same classification or from one (1) position to another position where both positions have the same maximum salary. The most senior qualified aforementioned employee seeking transfer shall be selected. If there are no applicants seeking transfer then the Corporation shall fill the position vacancy from qualified applicants in accordance with Article 12:09.
 - (b) Employees accruing northern service prior to ratification of the 2012 Collective Agreement shall be given preference by way of a transfer to a position vacancy in the same classification if they have accrued a minimum of three (3) years of northern service. The most senior qualified aforementioned employee seeking transfer shall be selected. If there are no applicants seeking transfer then the Corporation shall fill the position vacancy from qualified applicants in accordance with Article 12:09.
 - (c) Should position vacancies occur by the application of the provisions of Article 12:08(a) or (b) of the Collective Agreement and the Corporation is unsuccessful in filling the vacancy either by internal qualified applicants or external recruitment, then the Corporation may fill such vacancies by transfer.
- 12:09 The Corporation shall make selections from existing employees on the basis of work performance and ability in that order. Where applicants have similar work performance and ability, the most senior applicant shall be selected. Where the employee who is junior in seniority is selected, their work performance or ability shall be shown to be greater than the candidates who have more seniority. Term employees will be considered as outlined in Article 49.
 - (a) The Corporation can make additional selections(s) from a job competition provided that the additional position(s) are at the same work locations listed in the posting, with the same working conditions and hours of work. Additional selections can be made within ninety (90)

- calendar days of the closing date, except on positions requiring security clearance.
- (b) Additional selections on positions requiring security clearance can be made within one hundred and fifty (150) calendar days of the closing date.
- 12:10 To be considered qualified an applicant must meet the minimum requirements for the position as set out in the **position description**.
- 12:11 The Corporation shall have the right to ask for proof of medical fitness (as provided for in Article 13), academic qualifications, and any other qualifications and/or certificates deemed advisable by the Corporation.
- 12:12 If a vacancy is not filled after the application of the above procedure, the Corporation may fill the vacancy by temporary appointment, may re-post the vacancy at some subsequent date, may hire qualified persons who are not presently employed by the Corporation, or may permanently appoint an internal applicant who is not fully qualified.
 - (a) If the Corporation decides to make a permanent or temporary appointment in accordance with provisions of Article 12:12, the selection of the employee shall be in accordance with the provisions of Article 12:09.
- 12:13 Within thirty (30) working days of the closing date of the posting a general announcement shall be posted on the results, or where this is not practicable, applicants will be advised of the delay and the reason therefore in writing.
- 12:14 When an employee is not successful for a job posting, the employee may request a meeting with the hiring leader to review their results within five (5) working days of being notified. Within five (5) working days of the meeting, the employee can request written reasons from the hiring leader. If the employee wishes to pursue a grievance, it must be filed within ten (10) working days of the meeting or within five (5) working days of receiving the full reasons in writing.

Article 13 Medical Requirements

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

Article 14 Probation

- 14:01 Every person joining the Corporation shall be on probation for a period of six (6) months or one hundred twenty (120) working days whichever last occurs at which time they shall obtain permanent status with the Corporation, except as provided in Article 49.
- 14:02 At any time during the period that an employee is on probation, the Corporation may reject the employee and upon such rejection by the Corporation, the employee ceases to be an employee of the Corporation.
- 14:03 A probationary employee who is on leave of absence without pay in excess of five (5) working days shall have their probationary period extended by the total number of days they are absent on leave of absence without pay.

Article 15 Class Certification

- **15:01** Each class within the Corporation job classification plan shall be assigned a period of formal assessment as specified in Article 15:09.
- 15:02 In order to attain certification in a class an employee promoted to the class, or a newly hired employee, must pass the period of assessment.
- 15:03 At any time during the assessment period, the performance of the employee may be reviewed for the purpose of counselling the employee. Final assessment will be made at least fifteen (15) working days prior to completion of the assessment period.
- 15:04 Where an employee has been promoted and where the employee's performance has been unsatisfactory during the assessment period and the required improvement has not been demonstrated, the employee will revert to their former or similar position at a salary equivalent to that had they not been promoted.
 - (a) Employees who are reverted per the provisions of Article 15:04 shall not be eligible for promotional consideration to the class from which reverted for the equivalent time of the assessment period associated with the classification reverted from, up to a maximum of twelve (12) months.
- 15:05 Where a newly hired **or term** employee's performance has been unsatisfactory during the assessment period, the employee will not be certified in that class and the Corporation will, where practicable, offer the employee alternate employment for which a vacancy exists and the employee is qualified. If no vacancy exists for which the employee is qualified, the Corporation may terminate the employee upon proper notice.
 - (a) Where a newly hired **or term** employee is not certified in their class and the Corporation finds alternate employment per the provisions of Article 15:05 the employee shall not be eligible for promotional consideration to the class from which reverted for **the equivalent time of the assessment period associated with the classification reverted from, up to a maximum of twelve (12) months.**

- 15:06 An employee who is transferred by the Corporation, or who voluntarily transfers either by personal request or in a vacancy competition to another position in the same classification shall not be required to serve an additional assessment period, but where applicable, shall complete the assessment period while serving in the new position.
- 15:07 An employee who is transferred by the Corporation, or who voluntarily transfers either by personal request or in a vacancy competition while the employee is still under assessment, to a position in a new classification shall be required to pass a new period of assessment for the class as set out in Article 15:09.
- 15:08 An employee who has successfully completed the probationary period, as provided in Articles 14:01 and 14:03 and who is absent from work for any reason for more than thirty (30) calendar days during the assessment period, may have the assessment period extended by the amount of time they are absent. Notice of extension of assessment under this section shall be given to the employee and the Union in writing.
- 15:09 Each class within the Corporation shall have an assessment period of twelve (12) months except that classifications in pay grades six (6) or below shall have an assessment period of six (6) months.
- **15:10** Notwithstanding the provisions of Article 15:09 above, an employee who is recruited or selected in the:
 - Associate Adjuster;
 - Associate Estimator;
 - Case Manager 1;
 - Associate Underwriter;
 - Associate Driver Examiner; and
 - Associate Adjuster / Driver Examiner Level 2

classifications shall have a maximum assessment period of twenty-four (24) months.

An Associate Adjuster, Associate Estimator, Case Manager 1, **Associate Underwriter**, Associate Driver Examiner and Associate Adjuster/Driver Examiner Level 2 who meet the requirements for the:

- Adjuster
- Estimator
- Case Manager 2
- Underwriter 1
- Driver Examiner and
- Adjuster / Driver Examiner

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

(a) Notwithstanding the provisions of Article 15:09 above, an employee who is recruited or selected in the Associate Adjuster / Driver Examiner Level 1 classification will have a maximum assessment period of thirty-six (36) months to meet the requirements of both the Level 1 and Level 2 Associate Adjuster / Driver Examiner Classifications.

An Associate Adjuster / Driver Examiner Level 1 who meets the requirements for the Associate Adjuster / Driver Examiner Level 2 will be reclassified to an Associate Adjuster / Driver Examiner Level 2 and will have the remainder of thirty-six (36) months to complete the requirements for the Adjuster / Driver Examiner classification.

An Associate Adjuster / Driver Examiner Level 1 who meets the requirements for the Associate Adjuster / Driver Examiner Level 2 and Adjuster / Driver Examiner earlier than the thirty-six (36) months shall be reclassified to an Adjuster / Driver Examiner and the assessment period shall be deemed to be completed. Any period required in excess of thirty-six (36) months shall be in accordance with Article 15:13.

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

- 15:12 Except as otherwise provided in this Agreement, no employee shall be demoted without just cause.
- 15:13 Assessment periods may only be extended by agreement between the employee, the Corporation and the Union.

Article 16 Layoff, Bumping and Recall

- 16:01 Both parties recognize that job security should increase in proportion to length of corporate service. Therefore, in the event of a layoff, permanent Corporation employees shall be laid off in the reverse order of their bargaining unit wide seniority.
- 16:02 If a reduction of permanent employees is necessary, the Corporation shall meet with and advise the Union of the proposed reduction and the jobs affected as soon as possible.

<u>Layoff</u>

- 16:03 The Corporation shall notify employees who are to be laid off thirty (30) days prior to the effective date of the layoff. The notice shall give the reasons for the layoff and its expected duration. If employees have not had the opportunity to work the days as provided in this Article, they shall be paid for the days for which work was not made available.
- 16:04 By written agreement employees permanently laid off may elect to terminate and receive severance pay to which they may be entitled. Employees shall automatically be terminated after twenty-four (24) months of continuous layoff at which time they will be paid severance pay.
- 16:05 Employees terminated under the provisions of Article 16:04 shall be entitled to severance pay of one (1) week's pay for each year of accrued service or portion thereof, to a maximum of one (1) year's pay. The rate of pay shall be that in effect at the time of layoff. Employees shall not receive less than four (4) weeks' severance pay.

Bumping

- 16:06 Permanent employees employed in Winnipeg will not be permitted to bump less senior employees in work locations outside of Winnipeg.
- 16:07 Subject to the provisions of Article 16:06 any permanent employee who receives a layoff notice may bump a less senior employee from the same or lower pay grade in a location of their choice.

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

Recall

16:08 Notice of re-employment to an employee who has been laid off shall be made by registered mail to the last known address of such employee. If an employee fails to reply within one (1) week of such recall and fails to report to work within two (2) weeks or on the date specified, whichever is the greater, the employee is deemed to have resigned.

- 16:09 Employees laid off shall be placed on a re-employment list for twenty-four (24) months. A copy will be furnished to the Union. Employees shall be called back to available work in their same classification or lower classification, beginning with the most senior employee and descending from there subject to an employee having the qualifications and ability required to perform the work available.
- 16:10 Employees upon recall may refuse the recall to a lower classification; they will, however, retain their recall rights to their former classification.
- 16:11 Employees who accept the lower level position under Article 16 will be offered reinstatement into their former classification, if such becomes available within one (1) year from the date of accepting the lower level position. The job, in such instances, will not be posted. Employees shall be reinstated at the step they had attained in their former classification. Employees rejecting the offer will relinquish any further right to reinstatement in their former classification.

Article 17 Compensation for Injury

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

Article 18 Termination, Dismissal or Resignation of Employment

- **18:01** Cessation of employment will occur in the event of retirement, resignation, non-disciplinary termination or dismissal for just cause.
 - (a) In the event that an employee has been laid off under the provision of Article 16:08 and declines an offer of recall, the employee will be deemed to have resigned their employment with the Corporation.
- 18:02 No employee who has completed their probationary period shall be dismissed without just cause.
- 18:03 Notice or payment in lieu of notice shall not apply in the case of an employee who is dismissed for a serious misconduct, provided that the provisions of the Employment Standards Code shall not be contravened.
- 18:04 An employee who is dismissed from employment will be provided written notice stating the reason(s) for dismissal and will be subject to the provisions of the Employment Standards Code.
- **18:05** Notice of termination by the Corporation, subject to Article 18.03, will be governed as follows:

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

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

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

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

18:07 The Corporation shall not terminate an employee who is on Workers

Compensation or Long Term Disability benefit unless a determination is

made by the Corporation that the employee is unable to perform the duties of
any occupation.

Article 19 Bereavement Leave

- 19:01 An employee shall be granted bereavement leave for a period up to five (5) working days without loss of salary in the event of the death of a member of an employee's immediate family.
- 19:02 For the purpose of granting bereavement leave, immediate family is defined as father, step-father, mother, step-mother, brother, step-brother, sister, step-sister, spouse, fiancé(e), child or ward of the employee, step-child, grandchild, father-in-law, mother-in-law, son-in-law, daughter-in-law, or relative permanently residing at the employee's household or with whom the employee is permanently residing.
- 19:03 Additional bereavement leave up to maximum of two (2) working days without loss of salary may be granted in the event of the death of an employee's spouse, child **or step-child**.
- 19:04 An employee shall be granted special leave up to a maximum of one (1) working day without loss of salary in the event of the death of the employee's grandparent, brother-in-law, sister-in-law, or great-grandchild.
- 19:05 An employee shall be granted additional bereavement leave or special leave up to a maximum of two (2) days without loss of salary, requested for **the** purpose of attending a funeral at a distance in excess of two hundred twenty-five (225) kilometres (one [1] way) from the employees home.
- 19:06 An employee shall be granted special leave up to a maximum of one (1) working day without loss of salary in the event of the death of someone for whom they are executor or have power of attorney.
- 19:07 An employee will be entitled to reasonable leave without loss of pay to attend a funeral as a pallbearer or honorary pallbearer.

- 19:08 In the event that an employee is on approved vacation and an immediate family member (as outlined in Article 19:02) passes away, the employee shall be eligible to have their time off charged to be equivalent leave rather than vacation. The amount of leave allowed would be equivalent to the number of days that would have been granted had the employee been at work, provided the department manager receives notification of these circumstances as soon as practicable.
- 19:09 Additional bereavement leave or special leave with pay may be granted at the discretion of the Executive Director, Human Resources in consultation with the department manager.

Article 20 Maternity, Parental and Adoptive Leave

20:01 Maternity Leave

- (a) A permanent full-time or permanent part-time employee who qualifies for Maternity Leave may apply for such leave in accordance with either Plan A or Plan B, but not both.
- (b) Plan B **or parental leave SUB plan** does not apply to term or casual employees.
- (c) Employees who return to work within the leave provisions of Article 20:01 shall be placed in the same or like position at the same rate of pay.
- (d) The Corporation shall have the right to terminate an employee who exceeds the leave granted by the Corporation under Article 20:01 unless an extension has been granted under Articles 20:01(e)(iii) or 20:01(j)(iii).

Plan A

- (e) In order to qualify for Plan A, a pregnant employee must:
 - (i) Have completed twenty-six (26) full weeks of corporate service;
 - (ii) Submit to the Corporation an application in writing for 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
 - (iii) Provide the Corporation with a certificate **from** a duly qualified medical practitioner certifying that she is pregnant and specifying the estimated date of delivery.
- (f) An employee who qualifies is entitled to and shall be granted maternity leave without pay consisting of:
 - (i) A period not exceeding twenty (20) weeks if delivery occurs on or before the date of delivery specified in the certificate mentioned in Article 20:01(e)(iii); or
 - (ii) A period of twenty (20) weeks plus an additional period equal to the period between the date of delivery specified in the certificate

- mentioned in Article 20:01(e)(iii) and the actual date of delivery, if delivery occurs after the date mentioned in that certificate;
- (iii) The Corporation may vary the length of maternity leave upon proper certification by the attending physician.

Plan B

- (g) In order to qualify for Plan B a pregnant employee must:
 - (i) Have completed twelve (12) continuous months of corporate service;
 - (ii) Submit to the Corporation 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;
 - (iii) Provide the Corporation with a certificate **from** a duly qualified medical practitioner certifying that she is pregnant and specifying the estimated date of her delivery;
 - (iv) Provide the Corporation with proof that she has applied for Employment Insurance Benefits and that **Human Resources and Skills Development Canada** has agreed that the employee has qualified for and is entitled to such Employment Insurance (**EI**) benefits pursuant to Section 22, Employment Insurance Act.
- **(h)** An employee returning from maternity leave under Plan B may request to return to work to an available part-time position or, subject to the provisions of Memorandum of Agreement #1, on a job share basis.
- (i) An applicant for Maternity Leave under Plan B must sign an Agreement with the Corporation providing that she return to work and remain in the employ of the Corporation either on:
 - (i) (A) A full-time basis for at least six (6) months following her return to work; or
 - (B) A part-time or job share basis subject to the provisions of 20:01(h), for a period of time equal to six (6) months

- calculated at the applicable prorating factor following her return to work; and
- (ii) If she does not take parental leave she will return to work on the date of the expiry of her maternity leave unless this date is modified by the Corporation; and
- (iii) If she does take parental leave she will return to work on the date of expiry of her parental leave; and
- (iv) Should she fail to return to work as provided above, she is indebted to the Corporation for a pro-rated amount of pay received from the Corporation as a maternity allowance during her entire period of maternity leave based on the duration of time she returned to work as outlined in 20:01(i)(i) above.
- (j) An employee who qualifies is entitled to maternity leave consisting of:
 - (i) A period not exceeding seventeen (17) weeks if delivery occurs on or before the date of delivery specified in the certificate mentioned in Article 20:01(g)(iii);
 - (ii) A period of seventeen (17) weeks plus an additional period equal to the period between the date of delivery specified in the certificate mentioned in Article 20:01(**g**)(iii) and the actual date of delivery, if delivery occurs after the date mentioned in that certificate;
 - (iii) The Corporation may vary the length of maternity leave upon proper certification by the attending physician and approval by the Corporation.
- **(k)** During the period of maternity leave, an employee who qualifies is entitled to a maternity leave allowance in accordance with the SUB plan as follows:
 - (i) If an employee is required to serve a two (2) week waiting period with EI they are eligible for the following:
 - **A.** The first two (2) weeks an employee shall receive ninety-three percent (93%) of her weekly rate of pay;

- **B.** Up to a maximum of fifteen (15) additional weeks, payments equivalent to the difference between EI benefits the employee is eligible to receive and ninety-three percent (93%) of her weekly rate of pay;
- (ii) If an employee's two (2) week waiting period with EI is waived, they are eligible for the following:
 - A. Up to a maximum of fifteen (15) additional weeks, payments equivalent to the difference between EI benefits the employee is eligible to receive and ninety-three percent (93%) of her weekly rate of pay.
- (iii) All other time as may be provided under Article 20:01(f), (i) and (j) shall be on a leave without pay basis.

20:02 Parental Leave

- (a) In order to qualify for parental leave an employee must:
 - (i) Be the natural mother of a child; or she must assume actual care and custody of her new born child; or
 - (ii) Be the natural father of a child or he must assume actual care and custody of his new born child; or
 - (iii) Adopt a child under the law of a province.
- (b) An employee who qualifies under Article 20:02(a) must:
 - (i) Have completed seven (7) continuous months of employment, and
 - (ii) Submit to the Corporation an application in writing for parental leave at least four (4) weeks before the day specified in the application as the day on which the employee intends to commence the leave.
- (c) An employee who qualifies in accordance with Article 20:02(a) and Article 20:02(b) is entitled to parental leave without pay for a continuous period of up to thirty-seven (37) weeks.

- (d) Subject to Article 20:02(b), parental leave must commence no later than the first anniversary date of the birth or adoption of the child or the date the child comes into the actual care and custody of the employee.
- (e) Where an employee takes parental leave in addition to maternity leave, the employee must commence the parental leave immediately on expiry of the maternity leave without a return to work unless otherwise approved by the Corporation.
- (f) In order to qualify for the parental leave SUB plan an employee must:
 - (i) Be qualified under 20:02(a) and have completed twelve (12) continuous months of corporate service.
 - (ii) Provide the Corporation with proof that they have applied for EI benefits and that Human Resources and Skills Development Canada has agreed that the employee has qualified for and is entitled to such benefits.
- (g) During the period of parental leave, an employee who qualifies is entitled to a parental leave allowance in accordance with Articles 20:02(a)(i) and 20:02(f) the SUB plan as follows:
 - (i) If an employee served a two (2) week waiting period for EI prior to commencing their maternity leave they are eligible for the following:
 - A. Up to a maximum of fifteen (15) additional weeks, payments equivalent to the difference between EI benefits the employee is eligible to receive ninety-three percent (93%) of her weekly rate of pay.
 - (ii) If an employee's two (2) week waiting period with EI was waived prior to commencing their maternity leave they are eligible for the following:
 - A. Up to a maximum of seventeen (17) additional weeks, payments equivalent to the difference between EI

- benefits the employee is eligible to receive and ninetythree percent (93%) of her weekly rate of pay.
- (iii) If an employee is commencing parental leave in accordance with Articles 20:02(a)(ii) or (iii) and 20:02(f) and are required to serve their two (2) week waiting period with EI they are eligible for the following:
 - A. The first two (2) weeks an employee shall receive ninetythree percent (93%) of their weekly rate of pay;
 - B. Up to a maximum of fifteen (15) weeks, payments equivalent to the difference between EI benefits the employee is eligible to receive and ninety-three percent (93%) of their weekly rate of pay.
- (iv) If an employee is commencing parental leave in accordance with Articles 20:02(a)(ii) or (iii) and 20:02(f) and their two (2) week waiting period with EI is waived, they are eligible for the following:
 - A. Up to a maximum of seventeen (17) weeks, payments equivalent to the difference between EI benefits the employee is eligible to receive and ninety-three (93%) of their weekly rate of pay.
- (h) Employees in receipt of the parental leave SUB plan must sign an Agreement with the Corporation providing that they return to work and remain in the employ of the Corporation as follows:
 - (i) For employees who take parental leave immediately following maternity leave:
 - A. A full-time basis for a total of three (3) additional months to the timeframe outlined in Article 20:01(i) following her return to work; or
 - B. A part-time or job share basis subject to the provisions of 20:01(i), for a period of time equal to three (3) additional

- months calculated at the applicable prorating factor following her return to work; and
- C. Should she fail to return to work as provided above, she is indebted to the Corporation for a prorated amount of pay received from the Corporation during her entire period of maternity and parental leave based on the duration of time she returned to work.
- (ii) For employees who take only parental leave:
 - A. A full-time basis for a total of six (6) months following their return to work; or
 - B. Should they fail to return to work as provided above, they are indebted to the Corporation for a prorated amount of pay received from the Corporation during their period of parental leave based on the duration of time they returned to work.
- (i) Employees who return to work within the leave provisions of Article 20:02 shall be placed in the same or like position at the same rate of pay.
- (j) The Corporation shall have the right to terminate an employee who exceeds the leave granted by the Corporation under Article 20:02.

20:03 Adoptive Leave

(a) Where an employee is eligible for parental leave as outlined in article 20:02(a)(iii) they will be eligible for the SUB plan subject to all the terms and conditions of Articles 20:01(h), 20:02(b); 20:02(f)(i) and (ii), 20:02(g)(iii) and (iv), 20:02(h)(ii) and 20:02(i) and 20:02(j).

20:04 Parental/Adoptive Leave

A manager shall grant up to two (2) days leave with pay to an employee to attend to the needs directly related to the birth or adoption of his/her child. Arrangements for such leave shall occur within thirty (30) days of the birth or adoption of the child.

Employees that qualify for maternity leave under Article 20:01 are not eligible for the provisions of Article 20:04.

20:05 Benefits while on Maternity, Parental or Adoptive Leave

- (a) Employees on maternity, parental, or adoptive leave will have their supplemental health benefits coverage and long term disability coverage maintained.
- (b) Employees on maternity, parental, or adoptive leave will have the option to pre-pay **for their** coverage for group life **and** optional life insurance.
- (c) During the period of maternity, parental or adoptive leave, other employment benefits, aside from those outlined in Articles 20:05(a) and (b), will not accrue, unless otherwise outlined in this Agreement.
- (d) An employee who receives a maternity and/or parental leave benefit will not have severance pay reduced or increased as a result of SUB plan payments.

Article 21 Leave of Absence Without Pay

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

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

- (b) The accumulation period for adjusting increment dates shall commence on the day following the employee's established increment date and terminate twelve (12) months following or on the new increment date, whichever is greater at which time the total accumulation be reduced to zero (0).
- 21:06 Employees shall be granted up to one (1) day leave without pay per year for the purpose of moving from one residence to another.
- 21:07 Employees may apply to their Divisional Director to elect to defer salary to be paid during a period of leave of absence, in accordance with the provisions outlined in the Self Funded Leave Plan. This leave of absence must be recommended by the Divisional Director to the Executive Director of Human Resources for approval.

Leave of Absence Respecting Elections

- 21:08 The Corporation recognizes the right of an employee to participate in elections and therefore upon written request to the Executive Director Human Resources shall grant leave of absence without pay as follows:
 - (a) Where an employee is nominated as a candidate in a Federal or Provincial general election or by-election, they shall be granted leave for the period commencing on the day on which the writ for the election is issued and ending ninety (90) calendar days after the day on which the results of the election are officially declared; and

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

Compassionate Care Leave

- 21:09 An employee shall receive compassionate care leave without pay to provide care or support to a seriously ill family member, subject to the following conditions:
 - (a) An employee must have completed at least (30) days of employment as of the intended date of leave.
 - (b) An employee who wishes to take a leave under this section must give the Employer notice of at least one (1) pay period, unless circumstances necessitate a shorter period.
 - (c) An employee may take no more than two periods of leave, totalling no more than eight (8) weeks, which must end no later than twenty-six (26) weeks after the day the first period of leave began. No period of leave may be less than one (1) weeks duration.
 - (d) For an employee to be eligible for leave, a physician who provides care to the family member must issue a certificate stating that:
 - (i) A family member of the employee has a serious medical condition with a significant risk of death within twenty-six (26) weeks from:
 - (A) The day the certificate is issued, or
 - (B) If the leave was begun before the certificate was issued, the day the leave began; and
 - (ii) The family member requires the care or support of one or more family members.
 - (iii) The employee must give the Employer a copy of the physician's certificate as soon as possible.
 - (e) A family member for the purpose of this article shall be defined as:
 - (i) A spouse or common-law partner of the employee;

- (ii) A child of the employee or a child of the employee's spouse or common-law partner;
- (iii) A parent of the employee or a spouse or common-law partner of the parent.
- (iv) Any other person described as family in the applicable regulations of the Employment Standards Code.
- (f) An employee may end their compassionate leave earlier than eight (8) weeks by giving the Employer at least forty-eight (48) hours notice. Where an employee has been provided necessary time off under this section, and where the employer has made arrangements for alternate staffing for covering the anticipated absence, the employer shall have the right to **end** the **backfill scheduled** to cover the anticipated absence without additional cost.
- (g) In the event that the death of a family member occurs during this period of leave, Compassionate care leave ceases immediately and the employee shall be eligible for Bereavement Leave as outlined in Article 19.
- (h) Seniority will accrue as outlined in Article 9.08.

Leave Related to Critical Illness of a Child

- 21:10 An employee shall receive a leave of absence without pay related to critical illness of a child for up to thirty-seven (37) weeks to provide care or support for a critically ill child who is under eighteen (18) years old, subject to the following conditions:
 - (a) An employee must have completed at least thirty (30) days of employment as of the intended date of leave and are a parent of a critically ill child under eighteen (18) years old.
 - (b) A parent for the purpose of this Article shall be defined as:
 - (i) A parent of a child;
 - (ii) The spouse or common-law partner of a parent of a child;
 - (iii) A person with whom the child was placed for the purposes of adoption;

- (iv) The guardian or foster parent of a child; or
- (v) A person who has the care, custody or control of a child, and is considered to be like a close relative, whether or not they are related.
- (c) An employee who wishes to take a leave under this Article must give the Employer notice of at least one (1) pay period, unless circumstances necessitate a shorter period.
- (d) For an employee to be eligible for leave, a physician who provides care to the child must issue a certificate stating that:
 - (i) The child is under eighteen (18) years old;
 - (ii) The child has a life-threatening illness or injury;
 - (iii) The child requires continued parental care or support;
 - (iv) The period of time the child requires the continued parental care or support;
 - (v) The employee must give the Employer a copy of the physician's certificate as soon as possible.
- (e) An employee may end their critically ill child leave by giving the Employer at least one (1) pay period's notice before they wish to return to work. Where an employee has been provided the necessary time off under this Article, and where the Employer has backfilled the position by temporary assignment, the Employer shall have the right to end the backfill.
- (f) In the event that the death of the child occurs during this period of leave, critical illness of a child leave ceases immediately and the employee shall be eligible for bereavement leave as outlined in Article 19.
- (g) Seniority will accrue as outlined in Article 9:08.
- 21:11 (a) Employees on a leave related to critical illness of a child or compassionate care leave will have their supplemental health benefits coverage and long term disability coverage maintained.

(b) Employees on a leave related to critical illness of a child or compassionate care leave will have the option to prepay for their coverage for group life and optional life insurance.

Article 22 Leave of Absence With Pay

- **22:01** Leave of absence with pay for the required period of absence shall be granted to an employee who **is**:
 - (a) summoned for jury selection;
 - **(b)** summoned for jury duty;
 - (c) receives a summons or subpoena to appear as a witness in a court proceeding as a result of their position with the Corporation;
 - (d) receives a summons or subpoena to appear as a witness in a court proceeding to an accident or assault not occasioned by the employee's private affair;
 - (e) employees are not eligible for a leave of absence with pay when they receive a summons or subpoena to appear in a court proceeding occasioned by the employee's private affairs.
 - (f) The employee shall turn over to the Corporation any jury or witness fees received.
- 22:02 An employee will be entitled to reasonable leave without loss of pay for the following:
 - (a) Attend formal hearing to become a Canadian citizen;
 - (b) Full period of any quarantine provided the employee has not been infected by such illness that results in quarantine;
 - (c) Attending to serious family matters involving critical illness or injury to immediate family members requiring the immediate attention of the employee.

Family Leave

- 22:03 The Corporation recognizes that from time to time employees may be required to absent themselves from work because of family responsibilities, including but not limited to family and household emergencies and family illness, and therefore agrees to allow employees to take paid leave without prior authorization in each fiscal year, to attend to family related matters. Family leave may also be utilized for religious holidays not recognized in Article 26.
 - (a) If employees know they will be taking family leave in advance, they should notify their supervisor at the earliest opportunity, otherwise within thirty (30) minutes after the normal hour of beginning work or as soon as possible thereafter indicating the reason therefore and the probable duration of absence. Family leave will not be unreasonably taken nor will it be unreasonably questioned or denied.
 - (b) The maximum amount of family leave an employee may take in any calendar year is thirty-six and one-quarter (36½) hours, except for employees who fall under Articles 23:02 and 23:06 who may take forty (40) hours in any year, and shall be charged to sick leave and vacation in that order. These days shall not be carried over.
 - (c) For the purpose of granting family leave, family is defined as outlined in Articles 19:02 and 19:04.
- 22:04 In the event of a disagreement with the department manager as to an employee's eligibility, the Executive Director Human Resources shall deliver a ruling on behalf of the Corporation without delay.

Article 23 Hours of Work

- 23:01 Normal hours of work in the Corporation shall be 8:30 a.m. to 5:00 p.m. with one and one-quarter (1½) hours for lunch, Monday through Friday inclusive each week. Any deviation from these hours of work shall be subject to mutual agreement between the parties hereto unless otherwise specifically provided in this Agreement.
- 23:02 Employees in the following positions shall work eight (8) consecutive hours, five (5) consecutive days with two (2) consecutive days off or any other shift schedule mutually agreeable to the parties.
 - Receivers
 - Scheduled shifts will span 8:00 a.m. to midnight daily (Monday to Sunday)
 - Other employees or groups of employees mutually agreed upon with the Union
 - (a) Forty (40) hour per week shift employees in the above noted classifications shall be allowed a forty-five (45) minute meal period but shall remain in the general work area and be available for duty should the need arise.
- 23:03 All employees of the Corporation shall be entitled to one (1) rest period of fifteen (15) minutes each for three (3) hours of work during normal working hours, except as otherwise noted in this Agreement or by Memorandum of Agreement. This does not apply during overtime.
- **23:04** (a) Notwithstanding Article 23:01 normal hours of work in the locations noted below, and for employees primarily performing those functions:
 - (i) IT Service Desk
 - (ii) Contact Centre Operations
 - (iii) Driver Education Liaison Officers and Driver Education Curriculum Development & Training Support Specialist
 - (iv) Community Relations Specialists and Community Relations Specialist Lead

Will be:

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

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

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

- (b) The work week will be from Monday to Sunday.
- (c) Hours of work for full-time employees will be seventy-two and one-half (72½) hours bi-weekly with two (2) consecutive days off per week except in the case where the shift schedule provides for:
 - (i) Six (6) days on, one (1) **day** off;
 - (ii) Five (5) days on, two (2) days off;
 - (iii) Four (4) days on, three (3) days off;

(iv) Or other combinations as currently scheduled or as mutually agreed.

Hours of work for part-time employees will be up to seven and one-quarter $(7\frac{1}{4})$ hours per day with a minimum of seven and one-quarter $(7\frac{1}{4})$ hours per work week with a minimum of three (3) hours per shift.

- (d) Employees will not be required to work more than seven (7) consecutive days.
- (e) Hours and days of work will be scheduled to meet the operational requirements. Employee preferences will be a consideration; where employee preferences cannot be accommodated, the hours will be scheduled as equitably as practical on a rotational basis.
- (f) Where the corporation finds it necessary to schedule employees to work on a holiday, such scheduling will be done on an equitable basis.
- (g) Full-time contact centre employees, excluding Supervisors, Customer Care Lead and Customer Care Agent 2s will not be required to work

- more than ten (10) weekends in any calendar year, **except as outlined** in Memorandum of Agreement # 13.
- (h) Employees who are not at work and who are requested to work hours that they were not scheduled to work and accept such work, will be paid a minimum of three (3) hours pay. Employees will be offered such additional hours on an equitable basis.
- (i) Unless an employee is expressly authorized to work overtime, any switch in shifts requested by employees and approved by the Employer shall not result in overtime costs to the Employer.
- 23:05 Notwithstanding Article 23:01 normal hours of work in the locations noted below, and for employees primarily performing those functions:

Commercial Vehicle Registration Union and Parts Program Administration Unit:

Monday through Friday 8:00 a.m. to 5:00 p.m.

23:06 Notwithstanding Article 23:01 normal hours of work in the locations noted below, and for employees primarily performing those functions are:

Senior IT Analyst - Operations, Senior IT Administrator - Operations

- (a) The week shall consist of seven (7) consecutive days beginning at 00:00 hours on Monday morning and ending at 24:00 hours on Sunday.
- (b) The day is twenty-four (24) hour period commencing at 00:00 hours.
- (c) Forty (40) hours per week shift employees in the above noted classifications shall be allowed a forty-five (45) minute meal period but shall remain in the general work area and be available for duty should the need arise.
- (d) Employees shall have two (2) consecutive days off in each week or any other shift schedule mutually agreeable to the parties.

23:07 Notwithstanding Article 23:01 normal hours of work for the employees working at the locations or providing services as noted below

Winnipeg Service Centres: King Edward Street, Pacific Avenue, Pembina Highway, St. Mary's Road and Cityplace Service Centre:

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

- 23:08 Notwithstanding Article 23:01 normal hours of work for the employees working in the Winnipeg Service Centres **Main Street, Gateway and Bison** will be Monday to Saturday between the hours of 7:30 a.m.- 6:00 p.m.
 - Details of the shift operation, staffing, and the scheduling will be as described in Memorandum of Agreement #3.
- **23:09** Effective with the signing of the 2008 Collective Agreement all new employees hired in classifications associated with a Winnipeg Service Centre will be subject to the hours of work as identified in Article 23.08.
- **23:10** Employees will not be required to work split shifts.
- 23:11 Schedules for a period of not less than four (4) weeks will be posted at least two (2) weeks before the beginning of the period scheduled.
- 23:12 Except for emergencies, changes to the posted schedule may only be made by mutual agreement of affected employees and Manager or designate.

23:13 Shift Premiums

- (a) An employee who works a **straight time** shift where one-half (½) or more of the hours are worked between 4:30 p.m. and 5:00 a.m. shall receive **an evening** shift premium for the shift of **ten dollars** (\$10.00).
 - (i) An employee shall receive a weekend premium for all regular hours worked or portions thereof on a Saturday or Sunday. The weekend premium shall be two dollars (\$2.00) per hour.
- (b) An employee who meets the criteria outlined in Article 23:13(a) and 23:13(a)(i) will be eligible to receive both premiums.

Article 24 Overtime

- 24:01 Every employee who is authorized to work beyond their normal hours on any scheduled day as outlined in Article 23 shall be paid for such additional hours of work at a rate of pay which is one and one-half times (1½x) the regular hourly pay.
- 24:02 Every employee who works on their first scheduled day of rest shall be paid for the first four (4) hours of work at a rate of pay which is one and one-half times (1½x) their regular hourly pay and for all hours in excess of four (4) hours they shall be paid at a rate of pay which is two times (2x) their regular hourly pay.
- 24:03 Every employee who works on their second and/or third scheduled day of rest, shall be paid for such hours at a rate of pay which is two times (2x) their regular hourly pay.
- 24:04 An employee may with the approval of the Corporation, elect to receive time off in lieu of overtime pay, at a time that is mutually agreeable to the Corporation and the employee. Time in lieu will be taken at appropriate overtime rate.
- 24:05 If employees are called back to work, they will be reimbursed for a minimum of three (3) hours overtime at the applicable overtime rate.
- 24:06 Except in the case of emergency situations, an employee shall be given a minimum of twenty-four (24) hours notice of any overtime that may be available.
- 24:07 A meal allowance of nine dollars (\$9.00) shall be paid by the Corporation where employees are in attendance to their work position for three (3) or more hours immediately before or beyond their normal work day. Overtime rates are not applicable to any meal break granted during this overtime period.

- 24:08 In the event of an emergency, employees may be required to work beyond normal hours only on the authorization of the President and CEO or a designated Vice President. All other work beyond normal hours shall be on a voluntary basis.
- **24:09** Overtime shall be offered equitably based on operational requirements to eligible employees.
- 24:10 When employees are scheduled in advance for overtime on a day of rest, and due to operational requirements the overtime is cancelled with less than twenty-four (24) hours notice, the employee will receive two (2) hours of pay at time and one-half (1½x).

Article 25 Vacations

- **25:01** The vacation accrual and utilization year is as outlined in Article 1.
 - (a) An employee will accumulate vacation entitlement on regular (straighttime) hours paid in accordance with the following vacation credit schedule:

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

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

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

- 25:02 An employee with less than one (1) year corporate service by the end of the current vacation year will be entitled to a vacation entitlement based on accrued service.
- **25:03** Vacation leave may not be taken without permission of the Corporation and it shall normally commence on a Monday.
 - (a) With the approval of the Corporation, vacation entitlement may be carried forward to the next year.
- 25:04 Vacation entitlement earned will be increased to the next higher half (½) if odd fractions of vacation days are accumulated.
- 25:05 Pay will be granted in lieu of vacation on separation from the Corporation. The payment will be on a prorated basis and will reflect the unused vacation entitlement and accruals outstanding for the employee. Where for any reason other than death, an employee leaves the Corporation after having been granted more vacation leave than they have earned in accordance with this Agreement, they shall repay to the Corporation all salary paid for such excess period of leave.
- 25:06 Where the Corporation finds it necessary to cancel all or part of an employee's approved vacation leave, it shall authorize payment of salary in lieu of vacation upon the employee's request, and in addition to all other amounts due such an employee, the salary is to be calculated at the daily rate for each day of vacation, such pay not to be subject to deduction of pension fund contribution or life insurance premiums.
- **25:07** Employees will submit for all or part of their vacation entitlement by March 1 prior to each vacation year.
 - (a) Subject to operational requirements, employees in a work location and/or department will be granted preference for vacation leave based on seniority by classification.
 - (b) The Corporation will advise employees by March 15 if their vacation is approved.

- (c) Where an employee has not submitted their full vacation entitlement by March 1 of the vacation year, any further vacation requested will be on a first come first served basis, subject to operational requirements.
- 25:08 Employees who are required to return to work while on vacation shall receive a premium of twenty five dollars (\$25.00) for each day or part of day they work as a result and the vacation day(s) will be reinstated.
- 25:09 When an employee is absent due to injuries or disabilities for which compensation is paid under the Workers Compensation Act, they shall continue to accrue vacation credits to the end of the vacation year in which the injury or disability occurred.

Article 26 Holidays

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

New Year's Day Labour Day

Louis Riel Day Thanksgiving Day Good Friday Remembrance Day

Easter Monday After 4½ hours on December 24

Victoria Day Christmas Day Canada Day Boxing Day

Civic Holiday Additional proclaimed federal or Provincial holiday(s)

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

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

- (a) The employee is absent on his or her first scheduled workday before or after the holiday without the employer's consent; or
- (b) The holiday falls on a day that would normally be a workday for the employee, and the employee:
 - (i) is required or scheduled to work on the holiday; and
 - (ii) is absent on that day without the employer's consent.
- **26:03** Where a holiday falls within an employee's period of vacation, an additional day vacation shall be granted.
- 26:04 Where December 24 falls on a day other than a Saturday or Sunday, the offices would normally be closed at one o'clock (1:00 p.m.) in the afternoon on that day and that day shall be considered a full working day for the purposes of calculations. There will be no lunch break taken prior to 1:00 p.m. Where the offices are closed at 1:00 p.m., the employees shall be permitted to leave at that time. For all hours worked in excess of four point five (4.5) hours, or beyond 1:00 p.m., the employee shall receive holiday pay.
 - (a) When Christmas is observed on a Friday in accordance with 26:05(b) hereof, the time off provision for December 24 shall be observed on the afternoon of Thursday, December 23.

- (b) When December 24 falls on a Saturday or Sunday, there will be no provision for alternate time. The provisions of Articles 26:05 and 26:06 do not apply to December 24.
- 26:05 For employees working Monday to Friday hours of operation the holiday will be observed as follows:
 - (a) When a holiday falls on a Saturday or Sunday, it shall be observed on the following Monday.
 - (b) Where Christmas Day falls on a Saturday it shall be observed on Friday and Boxing Day on Monday.
- 26:06 Employees not working Monday to Friday hours of operation will observe the holiday on the actual date of the holiday.
- 26:07 Where a holiday falls on an employee's day of rest, the employee shall be granted a day off in lieu thereof, at a time mutually agreeable within **ninety** (90) days of the holiday. If a suitable day cannot be arranged within the **ninety** (90) day period, the employee shall be paid one and one-half times (1½x) their **hourly** pay in lieu of the holiday.

Employees working a compressed workweek at Bison, Gateway or Main Street Service Centres are eligible for a nine and three-quarters (9 ¾) hours in lieu of the holiday provided the holiday falls on the day of rest where the hours scheduled would have been nine and three-quarters (9 ¾) hours. If the holiday falls on a day of rest whereby the hours of work would be seven (7) hours then employees are eligible for seven (7) hours of time in lieu of the holiday. If suitable arrangements within ninety (90) days cannot be made employees are eligible to receive seven and one-quarter (7 ¼) hours of pay at one and one-half times (1 ½x) their hourly pay in lieu of the holiday.

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

Option 1

• Receive two times (2x) their regular pay for the time worked on the holiday, and:

• Receive one (1) day's pay for the holiday

OR

Option 2

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

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

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

Article 27 Sick Leave

- **27:01** The Corporation shall grant sick leave with pay to an employee.
- 27:02 The sick leave to which an employee is entitled shall accumulate at the rate of one and one-half $(1\frac{1}{2})$ days per month.
- 27:03 An employee shall accumulate sick leave credits from date of hire.
- 27:04 In this Article, a year means the period from and including April 1 to and including March 31, following.
- 27:05 Sick leave shall not accumulate during periods when an employee is absent on sick leave for a period more than thirty (30) consecutive calendar days.
- 27:06 Where employees are absent because of sickness or injury they shall endeavour to notify the manager or immediate supervisor of their absence within thirty (30) minutes after the normal hour of beginning work or as soon as possible thereafter indicating the reason therefore and the probable duration of absence.
- 27:07 Where an employee is absent because of illness for more than three (3) days, the Corporation may request a certificate from a qualified medical practitioner, or nurse practitioner, certifying that the employee was unable to work. If the certificate is not produced, the employee will not be entitled to pay other than for the first three (3) days. This certificate may be required at any time during or after the three (3) day period and if the illness is continuing, progressive reports may be required from the medical practitioner.
- 27:08 The Corporation will not require a medical certificate for the first three (3) occurrences of illness, provided each occurrence is for three (3) days or less. For the fourth and succeeding occurrences within a year, the employee may be required to produce a medical certificate regardless of the duration of the illness, and failure to produce the certificate when requested, shall result in the loss of pay for the full period of the absence. The cost of the certificate, if any, shall be paid by the Corporation.

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

Income Replacement Indemnity

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

Article 28 Pay Plan

- **28:01** The provisions of any pay plan insofar as it applies to employees covered by this Agreement, after being mutually agreed upon by both parties hereto, shall be incorporated into and form part of this Agreement and will be known as Appendix "A".
- **28:02** Where the Corporation deems it necessary to adjust the rate(s) of pay for an existing class of employee(s) or to establish a rate(s) of pay for a new class of employee(s), the procedure for any such amendment or any alteration of the pay plan shall be by joint negotiations between the parties hereto.

Article 29 Pay Administration

- **29:01** The Corporation shall pay its employees on a bi-weekly basis in accordance with Appendix "A".
- 29:02 In the event that an employee does not work a full pay period, the calculations of earnings shall be based on the two (2) week rate divided by ten (10) and multiplied by the number of days worked. Employees shall also be paid for any statutory holiday falling within the period for which they are eligible.
- 29:03 An employee's salary effective the date of promotion, shall be increased to the step in the new pay grade which is two (2) steps higher than their current rate of pay.
- 29:04 Except as provided in Article 29:04(a) an employee shall be entitled to an increment effective the first day of the pay period in which the increment date falls.
 - (a) Annual increments as set out in Article 29:04 may be withheld for adequate reasons provided the employee is notified in writing of such intention to withhold at least fourteen (14) calendar days prior to the date of increase. Such notice will itemize the reasons in writing. When the employee has restored their performance at some subsequent date, they will regain their position within the salary scale on a non-retroactive basis. The employee's established increment date shall be adjusted forward by the length of time the increment is to be withheld. The employee's increment date will be re-established as the first of the month in which the increment is to be granted.
- 29:05 The granting of an increment between an employee's increment date does not preclude the possibility of a further increment at the next increment date.
- 29:06 Notwithstanding that an employee is appointed to a position at a salary rate higher than the minimum salary applicable to the position, the employee is entitled to an increment on their increment date, provided their performance is satisfactory to the Corporation.

- 29:07 At the option of the Corporation, it will have the prerogative to grant to an employee at any time designated by the Management of the Corporation an increase in the rate of pay within the pay grade of the employee receiving the increase, and shall be granted only once each year.
- 29:08 Upon promotion where an employee receives more than two (2) steps an employee's increment date shall become the first day of the month following such promotion.
- 29:09 An employee who voluntarily or involuntarily demotes to a lower level classification for which they are qualified shall be placed at the step in the pay grade of the lower level classification equivalent to that which they would have been at if they had always been in the lower classification. The increment date, upon demotion, will be re-established to the date prior to promotion.
- 29:10 Employees appointed to a permanent vacancy as per Article 12:12, and who are not fully qualified, shall have their salary increased as per Article 29:03. This salary will remain in effect until such time the employee is certified in the class as per the provisions of Article 15. Upon becoming certified, the employee will be eligible for increments on their established increment date.
- 29:11 A permanent employee who transfers shall maintain the same step in the salary grade.

Article 30 Temporary Assignments

General Provisions

- **30:01** The Corporation and the Union recognize that for business reasons it is necessary to temporarily assign staff for operational requirements.
- **30:02** If the assignment is for two (2) years or less the individual's position will be held for them.
- 30:03 If the assignment is for two (2) years or greater, the individual's position may, dependent upon the operational requirements, be posted on a permanent basis. If that occurs, the selected individual will be apprised of that and given the option to remain in their base position, or be offered a similar position in the same geographical area at the end of the assignment, at a salary equivalent to that had they not accepted the assignment.
- 30:04 If an employee accumulates temporary assignments greater than two (2) years consecutively, their base position may be posted as a permanent vacancy. If that occurs, the individual will be apprised of this at that time, and given the option to return to their base position, or be offered the option of returning to a similar position in the same geographical area, at a salary equivalent to that had they not accepted the assignment.
- **30:05** Applicants who are currently in a temporary assignment, and who apply on another posted temporary assignment may be considered at Management discretion.

Project Appointments

- 30:06 A Project Position is defined as a non-routine, non-recurring requirement, to perform a specific task or work assignment for an estimated time frame that requires the best mix of qualifications, experience, and fit for the assignment.
 - (a) Project Positions may be posted by an expression of interest or filled by temporary appointment without posting.
 - (b) The resulting vacancy and the first consequential vacancy if twelve (12) months or greater, and if required to be filled, will be posted in

accordance with Article 12. All other consequential vacancies may be filled by appointment or posted by expression of interest if necessary.

General Appointments

- 30:07 Where a permanent position is temporarily vacant for twelve (12) months or greater, and is required to be filled, it will be posted under the provisions of Article 12 as a temporary assignment. The first consequential vacancy, if twelve (12) months or greater, and if required to be filled, will be posted in accordance with Article 12. All consequential vacancies may be filled by appointment or posted by expression of interest if necessary.
 - (a) Permanent positions which are temporarily vacant for a period of less than twelve (12) months may be filled by appointment.
 - (b) If an employee is successful to a posting, and the first and second temporary assignments exceed two (2) years, Article 30:03 will apply.
- 30:08 Where an employee in one (1) class is required by management to fill a position of a higher class for a minimum period of one (1) day per occurrence in any calendar year, they shall be paid at the rate of pay in the higher class for the entire period. This rate shall exceed their present salary by at least one (1) full increment.
- 30:09 When an employee is temporarily appointed to a higher class by a Manager, in writing, the employee shall be paid the rate of pay of the higher class from the date of such appointment, which is a minimum of one (1) full increment greater than their rate of pay in the lower class.
- 30:10 An employee on temporary appointment will receive increments on the basis of their pay in the higher classification provided they meet the minimum requirements. Employees temporarily assigned who do not meet the minimum requirements will receive increments in their lower classification; however, upon attaining minimum requirements, employees will receive increments in the higher classification.
- 30:11 No employee shall receive a reduction in salary as a result of a temporary appointment to the duties or responsibilities of a lower paid position.

30:12 If an employee is requested to return from their temporary assignment before their end date due to operational requirements, and had received a promotional increase, they shall continue to be paid at the higher rate of pay until the end date of the original temporary assignment.

Article 31 Retiring Allowance

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

Article 32 Northern Allowance and Transportation

32:01 Employees required to reside in Thompson, Flin Flon or The Pas, shall receive a Northern Living Allowance of:

Personnel with Dependents: \$200 every bi-weekly pay period. Single Personnel: \$175 every bi-weekly pay period.

- 32:02 Eligibility for the above allowances shall be based on the employee's information provided to the Corporation as captured on their benefit record with Human Resources and Accounting Services.
- 32:03 An employee who retires after ten (10) years of northern service, will upon retirement, be entitled to have their possessions moved anywhere south of the 53rd parallel within Manitoba in accordance with the Corporation's Moving Policy, P11. The employee must advise the Corporation within sixty (60) days of their intention to exercise the provision of this clause. The move must occur within twelve (12) months of such retirement.

32:04 Northern Transportation

- (a) When an employee is residing in Thompson, Flin Flon or The Pas and has earned eight (8) or more days of vacation entitlement in a vacation year, they shall be eligible for the following travel days:
 - Less than **five (5)** years corporate service **two (2)** days per vacation year;
 - More than **five** (5) years corporate service **four** (4) days per vacation year;
 - Employees will remain eligible to utilize travel days until the completion of the vacation year.

Effective March 20, 2017:

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

- Less than five (5) years corporate service two (2) days per vacation year;
- Five (5) years corporate service and less than ten (10) years corporate service four (4) days per vacation year;

- Ten (10) years or more corporate service six (6) days per vacation year;
- Employees will remain eligible to utilize travel days until the completion of the vacation year.
- (b) Each eligible employee who actually travels by vehicle in conjunction with their vacation shall be eligible for a northern transportation mileage reimbursement which is the lesser of:
 - (i) Actual kilometres return by the most direct highway route from the northern location to a location south of the 53rd parallel; or
 - (ii) Actual kilometres return by the most direct highway route from the northern location to Winnipeg; times the prevailing Corporate northern mileage rate for distances up to 10,000 kilometres.
- (c) Each eligible employee who actually travels in conjunction with their vacation by some other means of transportation shall be eligible for a Northern Transportation Reimbursement for actual expenses incurred which is the lesser of 32:04(b)(i) or 32:04(b)(ii) above.
- (d) Employees will be eligible for the mileage or reimbursement above to a maximum of two (2) times per vacation year.

32:05 Northern Sick Leave Travel

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

Effective March 20, 2017

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

(b) Employees required to reside in Thompson, Flin Flon or The Pas, are eligible for unlimited travel days with pay to attend medical appointments not available in that work location for life threatening illness or injury.

- (c) Travel time with pay does not include fares, lodging, mileage or other expenses incurred.
- (d) In order to be eligible for the unlimited travel time, employees must be available to work in the location where the appointment is scheduled or alternatively be off on sick leave.

Article 33 Classification

- 33:01 The Corporation shall establish and maintain a position classification plan in which positions of a similar nature, difficulty, and responsibility are included in the same class. Amendments to the classification plan shall be made by the Corporation from time to time as changes in the organization and work assignments require. Written position descriptions for each class of position shall be provided to the Union upon request.
- 33:02 The statement of qualification requirements for each class shall constitute the basis for evaluating qualifications of applicants for entrance into the class.
- 33:03 "Position" is defined as a group of duties and responsibilities assigned by the Corporation which require the full or part-time employment of one (1) person.
- **33:04 "Position Description"** is a written description of the typical principle duties of a class, the significant knowledge, abilities, level of responsibility, degree of complexity and skills and qualifications required to perform the duties of the position.
- 33:05 Each employee shall, upon request to their supervisor, receive a position description for their position.
- 33:06 Where the Corporation wishes to establish a new class or amend an existing class, the Corporation shall submit to the Union a written proposal which includes the amended or new position description and a proposed rate of pay.
 - (a) The Corporation and Union shall meet within twenty (20) calendar days of receipt of the proposal to negotiate the rate of pay for the class in question.
 - (b) Where the Union and the Corporation are unable to agree on a rate of pay within five (5) calendar days, the matter shall be referred to the Vice President, **Human Resources and Chief Human Resource Officer**, within that time frame.
 - (c) Within ten (10) calendar days of receiving the proposal, the Vice President, **Human Resources and Chief Human Resource Officer**

shall chair a meeting to review the full reasons of the dispute and provide a written decision within five (5) calendar days.

- 33:07 The Corporation agrees to allow the Union to submit proposals with respect to the establishment of a new class or an amendment of an existing class. The Union shall submit to the Corporation a written proposal which includes the amended or new **position description** and the proposed rate of pay.
 - (a) The Corporation and Union shall meet within forty-five (45) calendar days of receipt of the proposal to negotiate the rate of pay for the class in question.
 - (b) Where the Union and the Corporation are unable to agree on a suitable rate of pay within five (5) calendar days the matter shall be referred to the Vice President, **Human Resources and Chief Human Resource Officer** per Article 33.06(c).

Article 34 Reclassification

- 34:01 Where an employee feels that their position is improperly classified, because they feel they are performing the work of an existing higher level classification, they may apply to the Human Resources Department for a review of their position description. Employees are required to submit the following:
 - (a) A current position description approved by the department manager;
 - (b) Identification of the existing job classification that is being requested and the reasons why that classification is appropriate;
 - (c) Any other information in support of the request.
- 34:02 The Human Resources Department will **review** the position **description** and shall within forty-five (45) calendar days of application (as defined in Article 34:01), notify the applicant in writing of the results. Time limits **prescribed** in this Article may be extended by agreement in writing between the employee, the Corporation and the Union.
- 34:03 Where, as a result of a review of duties, a position is reclassified to a class having a higher maximum salary, and in the opinion of the Corporation, the incumbent of the position has the necessary qualifications and is satisfactorily performing the duties of the position, the Corporation shall promote the incumbent without competition, to the classification.

- 34:04 If upon review, the Human Resources Department confirms an employee's existing classification, the employee may within ten (10) calendar days of receipt of notice, appeal for a review by a committee consisting of one(1) representative from the Union and one (1) representative from the Corporation. If this committee is unable to reach an acceptable decision, the matter will be referred to a neutral third party for a decision. The neutral third party shall be an individual or individuals who are qualified to deal with classification. The decision of the neutral third party shall be binding. If the parties fail to agree on the appointment of the third party, the Minister of Labour will be requested to make the appointment. The costs of the neutral third party will be shared equally by both parties.
- 34:05 If upon review or appeal an employee's classification is found to be lower than the employee's existing classification, the employee will retain **their** existing classification with no loss of salary or eligibility for increments. When the position is vacated, it will be posted at the lower classification level for competition.
- 34:06 Should an employee's classification be found to be higher than their present classification, and the **employee is** placed in that higher classification, then their rate of pay for that higher classification shall become effective on the date on which the **employee** first submitted their request in **compliance** with Article 34:01.

Article 35 Disciplinary and Employee Reports

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

35:02 <u>Disciplinary Reports</u>

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

- (a) Disciplinary action will take place within a reasonable period of time of being aware of the incident. Prior to any disciplinary action being taken, the Corporation will advise the employee of their right to have Union representation. If the employee chooses not to be represented, disciplinary action shall proceed.
 - If the employee chooses representation, such representation will be provided within a reasonable period of time.
- (b) Employees under formal investigation for alleged misconduct shall be informed of their right to have a Union representative present during an investigation meeting. If the employee chooses not to be represented, the investigation meeting shall proceed.
- (c) An employee shall have the right to grieve for the removal from their Corporate personnel file any disciplinary report within ten (10) working days of becoming aware of such report.
- (d) Any disciplinary report which has been placed on the Corporate personnel file of an employee shall be removed from the file and destroyed after two (2) years has elapsed since the disciplinary action was taken, provided there has been no recurrence of a similar nature.

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

35:03 Performance Appraisal Reports

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

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

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

Article 36 Dispute Settlements

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

Article 37 Grievance Procedure

- 37:01 The parties to this Agreement emphasize the necessity of a satisfactory grievance procedure, the purpose of which is to provide an orderly and effective process for the consideration and prompt resolution of the grievance of employees within the bargaining unit.
- 37:02 An employee has the right to representation by a Union representative at any stage of the grievance procedure.
- 37:03 "Grievance" means a complaint in writing in respect to an alleged violation or misinterpretation of an Article under this Agreement, or a violation or misinterpretation of a policy respecting conditions of employment in the Corporation or a violation of Manitoba Law relating to an employee's employment with the Corporation.
- 37:04 A grievance must be in writing and may be presented by an employee on their own behalf or by a steward on behalf of a group of employees.
- 37:05 The written description of the grievance shall clearly indicate the nature of the grievance and the redress sought by the employee or by a steward on behalf of a group of employees.
- 37:06 At any stage of the grievance procedure, the grievor or the Union representative may clarify the written description of the grievance without changing its substance.
- 37:07 In the case of a dismissal or suspension the employee shall present their grievance in writing within five (5) working days to Step 2 of the grievance procedure.
 - In the case of a grievance pursuant to Article 12:14 or Article 35:03(a) the employee shall present their grievance in writing to Step 2 within ten (10) working days of the employee being made aware of the results of the posting or performance appraisal.
- 37:08 "Policy Grievance" means a grievance presented by the Union. Such grievances shall be instituted at Step 2 to the Executive Director of Human Resources.

37:09 (a) Step 1

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

(b) <u>Step 2</u>

Where the decision in Step 1 is unsatisfactory to the aggrieved employee, the employee or steward, shall within ten (10) working days of the receipt of the decision in Step 1, or if no decision is received within the time limit specified, present the grievance to the Executive Director Human Resources or the person authorized, through electronic means, who shall acknowledge receipt for same. From the date of such issue of the receipt the Executive Director Human Resources or the Human Resource person designated by the Executive Director Human Resources shall within ten (10) working days, hold a hearing and discuss the matter with the employee and/or Union steward and/or Union representative, and issue a decision in writing within five (5) days to the employee, with copies to the Union steward and Union representative. In the case of a Policy Grievance presented by the Union under Article 37:08 the Executive Director Human Resources or the person designated by the Executive Director Human Resources shall hold a hearing and issue a decision in writing to the Union within five (5) working days.

(c) <u>Step 3</u>

Where the decision of the Executive Director Human Resources or the Human Resource person designated by the Director is unsatisfactory to the aggrieved employee, the employee and/or Union representative shall within ten (10) working days of the receipt of the decision in Step 2, or if

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

(d) <u>Step 4</u>

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

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

Article 38 Arbitration Procedure

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

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

Article 39 Conduct of Employees

- 39:01 Personnel shall not be allowed to engage in any undertaking or to become obligated by the acceptance of gifts, or entertainment, which adversely affects the interest of the Corporation.
- 39:02 Each person must observe certain basic rules and regulations with regard to conduct and self-discipline. The areas to be considered would be:
 - Dress Code
 - Good Deportment
 - Punctuality and Attendance
 - Ethical Behaviour
 - Satisfactory Office Behaviour
 - Satisfactory Response to Authority
 - Civil Response to the Public
 - Satisfactory Staff Relationships
 - Code of Ethics and Business Conduct
 - Information Technology Policies and Procedures
- **39:03** Corporation rules and regulations shall be subject to the following limitations:
 - (a) It must not be inconsistent with the terms of this Agreement;
 - (b) It must not be unreasonable;
 - (c) It must be brought to the attention of the employee affected before the Corporation can act on it;
 - (d) The employee concerned must have been notified that a breach of such rule could result in their discharge if the rule is used as a foundation for discharge;
 - (e) Such rule should have been consistently enforced by the Corporation from the time the rule was introduced;

- (f) Subject to the foregoing, employees will be required to follow the rules and regulations of the Corporation;
- (g) The Corporation shall forward to the Union a copy of all rules, regulations and policies concerning employees' employment with the Corporation.

Article 40 Uniforms and Protective Clothing

- **40:01** When required by the Corporation, uniforms and protective clothing such as smocks, safety hats, coveralls, safety footwear, etc., will be supplied by the Corporation at no cost to the employee. The Corporation shall clean and maintain all such clothing.
- **40:02** After consultation with the Union, the Corporation shall specify the type, quality, style and quantity of uniforms or protective clothing to be provided.

Article 41 Labour/Management Committee

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

Article 42 Diversity

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

Article 43 Contracting Out

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

Article 44 Technological, Procedural or Operational Changes

- **44:01** The Corporation shall provide the Union with as much notice as possible of changes in equipment, automation procedures or operations which may have substantial effect on employees within the bargaining unit.
- **44:02** The notice referred to in Article 44:01 shall be in writing and shall state:
 - (a) The nature of the change;
 - (b) The approximate day on which the Corporation proposes to effect the change;
 - (c) The approximate number and type of employees likely to be affected by the change; and
 - (d) The effect that the change is likely to have on the terms and conditions or security of employment of the employees affected or the alteration that is likely to be made to the basis upon which the Collective Agreement was negotiated.
- 44:03 Where such notice is given, the Union may meet with the Corporation to review and/or negotiate provisions into the Agreement which are related to the effects of the technological, operational or procedural change.
- 44:04 Either party, within ten (10) working days of failure to resolve such dispute by negotiation, may give notice of its intention to submit the dispute to Arbitration. Such notice shall include the name of that party's appointee to the Arbitration Board.
- 44:05 The party receiving such notice shall within ten (10) working days notify the other party of its appointee to the Arbitration Board.
- 44:06 The two (2) appointees so selected shall within fifteen (15) working days meet and name the neutral third member who shall be the Chairperson of the Board.

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

Article 45 Respectful Workplace

- 45:01 The Corporation and Union agree that every employee shall be entitled to a respectful, healthy, and safe workplace, and are entitled to equal employment opportunity; no form of harassment, disrespectful behaviour, discrimination or workplace violence shall be tolerated or condoned in the workplace. It is agreed that both parties will work together to recognize and deal with any issues when they arise. Rules and procedures concerning respectful workplace are as per the Corporation's Respectful Workplace Directive, as it may be amended from time to time. The current directive provides as follows.
- 45:02 "Harassment" is defined as a course of abusive and unwelcome conduct or comment that is based on one or more of the protected characteristics, including ancestry, national origin, ethnic origin, religious belief, age, colour, sex, including pregnancy, gender-determined characteristics, sexual orientation, political belief, marital or family status, source of income or physical or mental disability. It is any behaviour that degrades, demeans, humiliates, intimidates or embarrasses an individual and that a reasonable person knew, or should have known, would be unwelcome. It can also be objectionable conduct that creates a risk to the health of a worker, or severe conduct that adversely affects the psychological or physical well-being of a worker.
- 45:03 "Disrespectful behaviour" or "personal harassment" consists of objectionable and unwelcome comments or conduct which:
 - (a) Are directed at an individual;
 - (b) Serve no legitimate work purpose; and
 - (c) have the effect of interfering with work performance or creating an intimidating, humiliating or hostile environment.
- 45:04 "Discrimination" is treating an individual or group differently, to their disadvantage and without reasonable cause, on the basis of a group characteristic.

- 45:05 "Workplace violence" is defined as the attempted or actual exercise of physical force against another individual, and any threatening statement or behavior that gives an individual reasonable cause to believe that physical force will be used against him or her.
- 45:06 All complaints, investigations, hearings and information about the case shall be treated with the utmost confidence, and in an expeditious manner. Any breach of confidentiality may be subject to disciplinary proceedings.
- 45:07 Any retaliation, retribution whether it be overt, covert, or physical, towards any employee who has:
 - (a) Brought forward a complaint;
 - (b) Given evidence in an investigation; or
 - (c) Been accused of having violated the Respectful Workplace policy, shall be considered to have committed harassment and be subjected to disciplinary action.
- 45:08 A complaint which is shown to have been made for frivolous, malicious, or vexatious reasons may result in disciplinary action being taken against the complainant.

Article 46 Bridging of Service

- 46:01 An employee who resigns from the Corporation as a result of the employee's decision to raise a dependent child or children and is considered by the Corporation for re-employment, shall be credited with sick leave and long service vacation entitlement benefits subject to the following conditions:
 - (a) The decision to re-employ shall be at the sole discretion of the Corporation;
 - (b) The employee must have accumulated at least five (5) years of corporate service at the time of resigning;
 - (c) The resignation itself must indicate the reasons for resigning and must specify the employee's intent to seek consideration for re-employment under the provisions of this Article;
 - (d) The break in employment shall be for no more than five (5) years, and during that time the employee must not have engaged in remunerative employment for more than three (3) months in any one (1) year;
 - (e) Employees who are re-employed shall be required to serve the normal probationary period;
 - (f) Upon successful completion of the probationary period the employee will be credited with their accumulated sick leave at the time of resignation to a maximum of twenty-six (26) days and with their long service vacation entitlement.
- 46:02 It is agreed by the parties that the provisions of Article 46:01 do not restrict, prohibit, limit or in any other way encumber the Corporation from reemploying any former employee who the Corporation may wish to reemploy.

Article 47 Supplemental Health Plans

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

	Option 1	Option 2	Option 3	Option 4	Option 5
Health	100% Ambulance / Semi-Private Hospital	100% Ambulance / Semi-Private Hospital	100% Ambulance / Semi-Private Hospital	100% Ambulance / Semi-Private Hospital	\$100 Ambulance / Semi-Private Hospital
		50% Drugs	80% Drugs	80% Drugs	90% Drugs
		50% Other*	80% Other*	90% Other*	70% Other*
		\$5 Dispensing Fee Cap	\$5 Dispensing Fee Cap	\$5 Dispensing Fee Cap	Dispensing Fee Deductible
		\$350/yr max Paramedical Treatments	\$350/yr max Paramedical Treatments	\$450/yr max Paramedical Treatments	\$350/yr max Paramedical Treatments
		Effective January 1, 2017: \$500/yr max Paramedical Treatments	Effective January 1, 2017: \$500/yr max Paramedical Treatments	Effective January 1, 2017: \$600/yr max Paramedical Treatments	Effective January 1, 2017: \$500/yr max Paramedical Treatments
		\$5,000 Private Duty Nursing	\$3,000 Private Duty Nursing	\$10,000 Private Duty Nursing	\$3,000 Private Duty Nursing
		\$25,000 Travel Health	\$25,000 Travel Health	\$25,000 Travel Health	\$25,000 Travel Health
		Hearing Aids \$750/5 yrs	Hearing Aids \$750/5 yrs	Hearing Aids \$750/5 yrs	Hearing Aids \$750/5 yrs
Dental	No Coverage	50% Basic	80% Basic	90% Basic	80% Basic
		50% Major	70% Major	60% Major	60% Major
		50% Ortho	50% Ortho	No Ortho	No Ortho
		\$1,750/yr max for Basic / Major / Patient			
		\$2,000 Lifetime max Ortho / Patient	\$2,000 Lifetime max Ortho / Patient	Current Fee Guide	Current Fee Guide
		Current Fee Guide	Current Fee Guide		

	Option 1	Option 2	Option 3	Option 4	Option 5
Vision	No Coverage	\$375 / person / 24 months	\$400 / person / 24 months	\$400 / person / 24 months	\$350 / person / 24 months
		Effective January 1, 2017: \$475 / person / 24 months	January 1, 2017:	Effective January 1, 2017: \$500 / person / 24 months	Effective January 1, 2017: \$450 / person / 24 months
HSA	\$1,175 Single	\$775 Single	\$650 Single	\$500 Single	\$600 Single
	\$2,225 Family	\$1,115 Family	\$650 Family	\$525 Family	\$700 Family
	Effective January 1, 2017:	Effective January 1, 2017:		Effective January 1, 2017:	Effective January 1, 2017:
	\$1,350 Single	\$950 Single	\$825 Single	\$675 Single	\$775 Single
	\$2,400 Family	\$1,290 Family	\$825 Family	\$700 Family	\$875 Family

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

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

Term Employee			
Health			
Ambulance/Semi-Private Hospital	100%		
Drugs	70%, \$5 dispensing fee cap		
Physiotherapy	70% to \$300/yr		
	Effective January 1, 2017:		
	70% to \$425		
Chiropractic	70% to \$300/yr		
	Effective January 1, 2017:		
	70% to \$425		
Psychologist	70% to \$300/yr		
	Effective January 1, 2017:		
	70% to \$425		
Other*	70%		
Vision	\$150/person/24 months		
	Effective January 1, 2017:		
	\$200/person/24 months		

Dental	
Basic	70%
Major	50%
B/M Maximum	\$1,000/yr/patient
HSA	\$300
	Effective January 1, 2017: \$475

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

- 47:03 The Corporation agrees to provide a Health Spending Account (HSA) of three hundred fifty dollars (\$350) per calendar year for those employees retiring after September 27, 2008.
- 47:04 The Corporation will administer and finance the Long Term Disability Plan (LTD). Any changes to the plan will only be implemented by mutual agreement by the parties hereto.
 - (a) Those employees who are on involuntary leave of absence due to illness or disability and have expended their sick leave will continue to have their LTD premiums paid by the Corporation until such time they are eligible to commence receipt of benefits from the plan.
 - (b) Employees on voluntary leave of absence without pay, where eligible, will be allowed to continue payment of premiums for LTD provisions at their own cost.
 - (c) Notwithstanding the provisions of Article 47:04(b) the Corporation will continue to pay premiums on behalf of an employee who is on leave of absence without pay to a maximum of thirty (30) consecutive calendar days for each leave taken, except as provided in Article 20:05.
- 47:05 (a) Employees who are on involuntary leave of absence due to illness or disability will continue to have their flexible benefit plan coverage under their existing option of the time of leave, paid by the Corporation.
 - (b) Employees on voluntary leave of absence without pay, where eligible, will be allowed to continue payment of their flexible benefit plan

- coverage under their existing option of the time of leave at their own cost.
- (c) Notwithstanding the provisions of Article 47:05(b) the Corporation will continue to pay for flexible benefit plan coverage on behalf of an employee who is on leave of absence without pay to a maximum of thirty (30) consecutive calendar days for each leave taken, except as provided in Article 20:05 and 21:11.
- **47:06** The Corporation will provide an Employee Assistance Program (EAP) to all employees and their dependents.
- 47:07 The Corporation will provide travel health benefits to all eligible employees and their dependents.
- 47:08 All benefit plans outlined in this agreement are subject to plan exclusions and limitations.

Article 48 Standby

- 48:01 An employee who has been designated by the Corporation to be available on standby during off duty hours, shall be entitled to payment of **twenty-three** dollars (\$23.00) for each twenty-four (24) hour period or less of standby on a regular working day.
 - (a) For standby on a day of rest or on a paid holiday that is not a working day, the payment shall be **thirty-eight** dollars **(\$38.00)** for each twenty-four (24) hour period or less.

Returning to the Work Location

- 48:02 To be eligible for standby payment, an employee designated for standby duty must be available during the period of standby at a known telephone number or location in the headquarters area at which they may be reached and must be available to return for duty as quickly as possible, normally within thirty (30) minutes, if called or contacted.
- 48:03 An employee on standby who is entitled to overtime compensation and who is called back to work shall be compensated in accordance with call-out provisions in addition to standby pay.
- **48:04** For the purpose of this Article, a twenty-four (24) hour period shall be defined as the period from 8:00 a.m. of one (1) day to 8:00 a.m. of the following day.

Working Remotely

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

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

Article 49 Term Employees

- 49:01 A "Term Employee" is defined as an external person who is hired to work full or part-time hours for a specific time period, or a specific job, or until the assignment is completed.
- 49:02 Term employees hired under the terms of this Agreement will be on probation for six (6) months or one hundred twenty (120) paid days of employment whichever shall last occur, and will not attain any seniority during this period. Upon completion of the probationary period, the employee will be credited with seniority back to the date of hire.
- **49:03** The payment of Union dues will start at the date of hire.
- 49:04 Term employees are eligible to apply for posted vacancies and will only be considered if there are no qualified permanent employees. Following twelve (12) months of employment they will be considered on the same basis as permanent employees.
- 49:05 Term employees will be eligible for the term benefit package as found in Article 47.02 following completion of six (6) months continuous employment.
- **49:06** Term employees with twenty-four (24) consecutive months of employment excluding leaves will be granted permanent status and the Union will be notified of this status change.
- 49:07 Term employees hired for a specific project will be allowed to apply on permanent positions as outlined in Article 49.04 above, however they may be held in their project position until completion of their assignment.
- **49:08** Term **e**mployees have no rights of layoff, bumping, or recall nor are they subject to being displaced or bumped during their term of employment except under the following circumstance:
 - (a) A term employee may be terminated earlier than their end date to accommodate a permanent employee who is being laid off providing

that there is greater than six (6) months remaining in the term and the permanent employee qualifies under Article 16:07(b).

Article 50 Student

- 50:01 Student employees will not accrue corporate service or Union seniority while employed as a "Student".
- 50:02 Student employees will be required to work the hours based on the location and position for which they were hired.
- 50:03 Student employees shall be required to pay Union dues effective their start date **and** will only be eligible for the following benefits and premiums of this Collective Agreement:
 - Shift Premiums
 - Overtime
 - Holiday
 - Sick Leave
 - Standby
- 50:04 Student employees will not accrue vacation but will receive their vacation accrual earnings paid out on each bi-weekly cheque based on regular hours worked.
- 50:05 If the position for which the student is hired does not require specific university or college academic discipline to perform the duties of the position, they will be compensated at Pay Grade 1, Step 1.
 - If the position for which the student is hired requires specific university or college academic discipline to perform the duties of the position, they will be compensated at Pay Grade 6, Step 1.
 - (a) Students who return for a second or subsequent term of employment may be granted an additional step in their pay grade.

IN WITNESS WHEREOF Dan Guimond, President and Chief Executive Officer of Manitoba Public Insurance has hereunto set his hand for and on behalf of Manitoba Public Insurance; and Michelle Gawronsky, President of Manitoba Government and General Employees' Union, has hereunto set her hand for and on behalf of Manitoba Government and General Employees' Union.

Signed this 5 day of August, 2016.

President & Chief Executive Officer Manitoba Public Insurance

On behalf of Manitoba Government and General Employees' Union

On behalf of Manitoba Government and General Employees' Union

On behalf of Manitoba Government and General Employees' Union

Appendix "A" - Pay Plan

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

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

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

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

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

between

Manitoba Public Insurance

and

Manitoba Government and General Employees' Union

Re: Job Share Employees

General Principles

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

Eligibility

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

Initiation and Approval

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

Recruitment and Promotion - Article 12

- 13. Once a position has been approved for job share in the above defined manner, the vacant half of the position will be filled subject to the provision of Article 12 and sub-articles of the Collective Agreement with the following words stated on the job posting: "This full-time position is being filled by two (2) employees working part-time on a fifty-fifty (50/50) time-shared basis. If you wish to apply for this on a part-time basis, please apply in the normal manner." (If the Corporation is unable to fill the vacant half of the position, the job share ends and the remaining employee is expected to fulfill the full-time schedule.)
- 14. All successful applicants to the full-time permanent position who sign a job sharing agreement letter shall be referred to as job share employees.
- 15. In the event that one (1) of the employees in a job sharing arrangement can no longer fulfil their obligation as described in the job sharing agreement letter the position would be dealt with in the following manner:
 - (a) The remaining employee in the job share position would have the option of filling the position without posting on a full-time basis;
 - (b) The position would be posted in accordance with Article 12 with the following words stated on the job posting: "This full-time position is currently being filled by two (2) employees working part-time on a fifty-fifty (50/50) time-shared basis. If you wish to apply for this on a part-time basis, please apply in the normal manner."

- (c) If no suitable internal applicant is willing to share the full-time position as per Article 12, the remaining employee under (a) above would have a final option to fill the position full-time;
- (d) If the remaining employee refuses the full-time position, the remaining employee would be deemed to have voluntarily resigned;
- (e) The job vacancy will be posted and filled as a full-time position as per Article 12.

Summary of Benefits and Conditions

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

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

Prorating

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

Notice

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

Seniority - Article 9

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

Layoff, Bumping, Recall - Article 16

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

Compensation for Injury - Article 17

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

Bereavement Leave - Article 19

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

Maternity, Parental and Adoptive Leave - Article 20

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

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

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

Leave of Absence Without Pay - Article 21

If an employee in a job sharing arrangement must be absent from work for an extended period due to long term illness, the remaining employee may be required to fill the job on a full-time basis until the other employee returns to work. The remaining employee's benefits will not change during the temporary period of full-time employment.

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

Leave With Pay - Article 22

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

Hours of Work - Article 23

The daily hours of work will remain unchanged. The normal number of days worked bi-weekly will be as agreed to in the employee's individual employment agreement. Any deviations from the agreed number of days to be worked should be the

exception, for example when employees are required to work during periods of high vacation usage or extended sick leave.

Job share employees must work an entire **nine and three quarters (9³/4),** eight (8) or seven and one-quarter (7¹/₄) hour shift to be eligible for shift differential as set out in Article 23:13.

Overtime - Article 24

Job Share employees must work beyond the normal daily hours of work (i.e. 71/4, 8, 9 3/4 hours) per that classification before they are eligible for overtime pay rates as set in Article 24:01. Job share employees will be paid overtime rates as set out in Articles 24:02 and 24:03 only when they have worked at least five (5) days in a week.

Vacation - Article 25

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

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

Holidays - Article 26

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

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

Sick Leave - Article 27

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

Retiring Allowance - Article 31

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

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

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

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

Northern Allowance - Article 32

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

Bridging of Service - Article 46

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

Probation, Assessment and Increment Dates

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

Pay Administration

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

Supplemental Health Benefits

Extended Health

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

Vision Care

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

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

Ambulance/Hospital

Same coverage as full-time employees.

Dental

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

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

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

Long Term Disability

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

Health Spending Account

Four hundred thirty dollars (\$430).

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

Travel Health and Employee Assistance Program

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

Signed this 5 day of

On behalf of

Manitoba Public Insurance

_, _ ` ` ' ' /

On Behalf of Manitoba Government and General Employees' Union

between

Manitoba Public Insurance

and

Manitoba Government and General Employees' Union

Re: Part-time Employees

Summary of Benefits and Conditions

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

Prorating

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

Notice

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

Seniority - Article 9

Part-time employees will accumulate seniority based on accrued service. Days worked in addition to those stipulated in the Agreement, will accrue towards seniority.

Overtime hours are not included.

Layoff, Bumping, Recall - Article 16

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

Compensation for Injury - Article 17

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

Bereavement Leave - Article 19

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

Maternity, Parental and Adoptive Leave - Article 20

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

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

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

<u>Leave of Absence Without Pay - Article 21</u>

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

Leave With Pay - Article 22

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

Hours of Work - Article 23

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

Part-time employees must work an entire **nine and three quarters (9 3/4),** eight (8) or seven and one-quarter (71/4) hour shift to be eligible for shift differential as set out in Article 23:13.

Overtime - Article 24

Part-time employees must work beyond the normal daily hours of work (i.e. 71/4, 8, 9 3/4 hours) per that classification before they are eligible for overtime pay rates as set in Article 24:01. Part-time employees will be paid overtime rates as set out in Articles 24:02 and 24:03 only when they have worked at least five (5) days in a week.

Vacation - Article 25

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

<u>Article</u>	Hours Accrued
25:01(a)	0.0577 per hour based on accrued service
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25:01(d)	0.1154 per hour based on accrued service

Holidays - Article 26

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

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

Sick Leave - Article 27

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

Retiring Allowance - Article 31

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

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

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

Northern Allowance - Article 32

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

Bridging of Service - Article 46

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

Probation, Assessment and Increment Dates

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

Pay Administration

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

Supplemental Health Benefits

Extended Health

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

Vision Care

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

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

Ambulance/Hospital

Same coverage as full-time employees.

Dental

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

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

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

Long Term Disability

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

Health Spending Account

Four hundred thirty dollars (\$430).

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

Travel Health and Employee Assistance Program

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

Signed this 5 day of

On behalf of

Manitoba Public Insurance

On behalf of Manitoba Government and General Employees' Union

between

Manitoba Public Insurance

and

Manitoba Government and General Employees' Union

Re: Article 23:08 - Hours of Work City of Winnipeg Service Centres: Main Street, Gateway and Bison

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

The shift schedule is expected to be no greater than four (4) ten and one-half (10½) hour workdays between the hours of 7:30 a.m. to 6:00 p.m. not to exceed thirty six and a quarter (36¼) hours per week. Employees who work a ten and one-half (10½) hour day shall be entitled to one(1) rest period of twenty (20) minutes for each four and one-half (4½) hours of work during normal working hours. This does not apply during overtime.

The schedule will be posted in accordance with Article 23:11 and will consist of one (1) shift working Monday to Thursday and the second shift working Wednesday to Saturday with a rotation occurring every fourth week. A third shift may consist of employees working five (5) workdays consisting of seven and one quarter (7 ½) hours per day from Monday to Friday between the hours of 7:30 a.m. and 6:00 p.m. Changes to the posted schedule may only be made by mutual agreement of the affected employees and the Department Manager or designate.

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

All positions associated with the Main Street, Gateway and Bison Services Centres are subject to the hours outlined in Article 23:08 and the shift schedule outlined above. Signed this 5 day of Account, 2016.

On behalf of Manitoba Government and General Employees' Union

between

Manitoba Public Insurance

and

Manitoba Government and General Employees' Union

Re: Hours of Work - Physical Damage Centre

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

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

Have a hire date after November 1, 2001; or

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

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

- Hours of operation will be 8:30 a.m. to 5:00 p.m. Monday to Saturday.
- Daily hours of work will be seven and one-quarter (71/4) hours.
- Hours of work for full-time employees will be thirty-six and one-quarter (361/4) hours per week with two (2) days off per week, one (1) of which shall be Sunday.
- The Corporation will give two (2) consecutive days off, one (1) of which will be Sunday.

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

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

Signed this 5 day of August, 2016.

On behalf of

Manitoba Public Insurance

On behalf of Manitoba Government and General Employees' Union

between

Manitoba Public Insurance

and

Manitoba Government and General Employees' Union

Re: Information Technology (IT) Market Supplements

This letter confirms the agreement reached between Manitoba Public Insurance and Manitoba Government and General Employees' Union with respect to the extension of the market supplement to **September 16, 2017** for classifications currently receiving supplements as outlined below:

<u>Pay Grade</u>	<u>Supplement</u>
12	7%
14	10%
14	7%
12	7%
14	10%
14	7%
14	7%
14	7%
14	7%
11	3%
15	7%
	12 14 14 12 14 14 14 14 14 14

The Corporation will conduct a complete review by September 16, 2017. This review will assess the generic classifications (*Analyst*, *IT Analyst*, *Senior Analyst*, *Senior IT Analyst*, *Senior IT Support Analyst and Supervisor*, *IT Services*) and differentiate them based on defined technical streams. Recommendations for market supplements against the newly defined streams will be reviewed with the Union.

Employees holding a market supplemented classification as of April 1, 2016 will continue to receive the market supplement outlined above for the duration of time they continue to hold that classification and will continue to receive the negotiated general wage increases. Employees will not have their current salaries (including market supplement) reduced as a result of this review.

The remaining classifications noted above, as well as other related IT classifications, will form part of this assessment.

Signed this 5 day of

On behalf of

Manitoba Public Insurance

On behalf of Manitoba Government

and General Employees' Union

between

Manitoba Public Insurance

and

Manitoba Government and General Employees' Union

Re: Temporary Assignments - Contact Centre

This letter confirms the agreement reached between Manitoba Public Insurance and Manitoba Government and General Employees' Union with respect to the limit of the number of employees who can be released on temporary assignments at any one (1) time from the Contact Centre.

- 1. Contact Centre will allow ten percent (10%) of the staff to be on a temporary assignment outside of the contact centre at one (1) time. Any further requests for temporary assignments may be restricted.
- 2. In order to provide all employees with temporary assignment opportunities, an employee currently on a temporary opportunity can only be extended in the original temporary assignment department.
- **3.** Employees are required to return to the contact centre before they can be selected for a new temporary assignment.
- 4. The Corporation will conduct a complete review of temporary assignments within eighteen (18) months following the signing of the Collective Agreement and will formally review the Memorandum of Agreement with the Union at that time.

Signed this 뉠 day of .

On behalt of

Manitoba Public Insurance

On behalf of Manitoba Government

and General Employees' Union

between

Manitoba Public Insurance

and

Manitoba Government and General Employees' Union

Re: Lunch Periods - Physical Damage Centre and Rural Claims / Service Centre

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

The Corporation agrees to conduct a review regarding the possibility of changing the lunch period from one and one-quarter (1½) hours to the three-quarters (¾) of an hour at the Physical Damage Centre and rural claims / service centres during the term of this Collective Agreement.

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

Signed this 5 day of

On behalf of

Manitoba Public Insurance

On behalf of Manitoba Government and General Employees' Union

between

Manitoba Public Insurance

and

Manitoba Government and General Employees' Union

Union Orientation Re:

This Memorandum confirms the agreement between Manitoba Public Insurance and the Manitoba Government and General Employees' Union to provide new in-scope employees with appropriate Union information.

The Corporation and the Union shall meet within three (3) months of ratification to discuss the Union's orientation that will be provided by the Union.

On behalf of

Manitoba Public Insurance

On behalf of Manitoba

and General Employees' Union

hetween

Manitoba Public Insurance

and

Manitoba Government and General Employees' Union

Re: Estimator Training Program

This Memorandum confirms the agreement between Manitoba Public Insurance and Manitoba Government and General Employees' Union with respect to the establishment of an Estimator Training Program, including associated progression.

The terms and conditions of the program are as follows:

- 1. Each individual hired into the program as an Estimator Trainee shall be required to formally register as an apprentice in the provincial apprenticeship program and will be subject to all terms and conditions as set out by the Province of Manitoba Apprenticeship and Trades Qualifications Board, including school attendance and performance standards.
- 2. Estimator Trainees are expected to successfully complete the formal schooling, exams and on-the-job training within the established timeframes through the four (4) year apprenticeship program.
- 3. If the individual is removed from the provincial apprenticeship program their employment will be terminated.
- 4. The Corporation will provide the required on-the-job training, tools, protective clothing, education costs, and wages while attending formal schools. Any additional costs will be at the discretion of the Corporation.
- 5. Individuals will progress through the program in accordance with the salary schedule outlined in the scope pay plan.

- 6. Individuals currently enrolled in the apprenticeship program and who are hired into the Estimator Training program will be placed at the level commensurate with their formal training and experience.
- 7. Progression through the program and being awarded increments will be dependent upon satisfactory performance, successfully meeting the academic requirements and appropriate technical training.
- 8. Upon successful completion of the apprenticeship program, achieving the certified journeyperson qualification, and with satisfactory performance, the Estimator Trainee will progress to the Associate Estimator classification (Step I).
- 9. In the Associate Estimator classification, the individual will be expected to work under supervision and rotate as required to various locations and work the hours established for that location until the **Associate Estimator** secures a permanent position.
- 10. It is expected that the individual will progress to the Estimator classification (Step 1) within two (2) years in the Associate Estimator classification.
- 11. If the individual is not performing at the expected level or they require additional training at the training centre, they will be held in the Associate Estimator classification and progress to Step II.
- 12. If after two (2) years in the Associate Estimator role the individual is deemed not capable of progressing to the Estimator classification, their ongoing employment will be reviewed.
- 13. Upon achieving the Estimator classification, individuals will be placed at a location of the Corporation's choice in a permanent Estimator assignment without posting and will be expected to work the hours of work at that location.

Signed this 5 day of August

On behalf of

Manitoba Public Insurance

, 2016.

On behalf of Manitoba Government and General Employees' Union

between

Manitoba Public Insurance

and

Manitoba Government and General Employees' Union

Re: Injury Claims Management - Recognition of Prior Learning (RPL) Process

This Memorandum confirms the agreement between Manitoba Public Insurance and the Manitoba Government and General Employees' Union with respect to the requirements for employees who committed to upgrading their educational qualifications or participating in the RPL process in Injury Claims Management (ICM).

The RPL process applied to the following classifications up to March 31, 2015:

- Injury Management Coordinator
- Senior Case Manager
- Case Manager II
- Injury Claims Adjuster
- Senior Injury Claims Adjuster

In keeping with the new culture and philosophy, the roles in ICM were redefined along with revised duties, responsibilities and qualifications.

Employees applying for these positions must meet the minimum qualifications of course credits and experience. If the **successful** applicant **did** not meet the minimum educational qualifications they **had** two (2) options to meet the requirements:

• Successful applicants will be required to commit to complete the required academic qualifications by March 31, 2017; or

• They will be required to commit to undertake an assessment and achieve an internal standard as assessed by the Recognition of Prior Learning (RPL) process. The successful applicant will have until March 31, 2017 to achieve their RPL.

The above options **were** available to all permanent successful applicants until March 31, 2015 unless there **were** extenuating circumstances. At that time all applicants to the above noted classifications will be required to meet the minimum qualifications as posted.

Any employee who **was** selected for the above noted positions and commit**ted** to either upgrading their educational qualifications or participating in the RPL process and fails to actively pursue the outlined requirements, will have their situation reviewed on a case by case basis to assess their continued employment in that position.

On March 31, 2017, applicants who do not have the required academics or completed RPL will not be considered qualified and will have their continued employment in that position reviewed on a case by case basis.

Signed this 5 day of

On behalf of

Manitoba Public Insurance

between

Manitoba Public Insurance

and

Manitoba Government and General Employees' Union

Re: Medical Fitness Administrator Market Supplements

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

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

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

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

Signed this 5 day of

On behalf of Manitoba Public Insurance

between

Manitoba Public Insurance

and

Manitoba Government and General Employees' Union

Re: Article 43 - Contracting Out

This Memorandum confirms the agreement between Manitoba Public Insurance and the Manitoba Government and General Employees' Union to meet during the first year of the renewed Collective Agreement to review the Corporation's utilization of consultants.

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

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

Signed this 얼 day of .

On behalf of

Manitoba Public Insurance

between

Manitoba Public Insurance

and

Manitoba Government and General Employees' Union

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

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

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

To enable this transition to be organizationally feasible,

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

On behalf of

Manitoba Public Insurance

between

Manitoba Public Insurance

and

Manitoba Government and General Employees' Union

Re: Uniforms and Protective Clothing - Extreme Hot Weather

This Memorandum confirms the agreement between Manitoba Public Insurance and the Manitoba Government and General Employees' Union with respect to uniforms and protective clothing in extreme hot weather.

The Corporation and the Union shall meet within two (2) months of ratification to review the uniforms and protective clothing provided in extreme hot weather. The Union shall assign up to ten (10) employees to attend the meeting in addition to the Manitoba Government and General Employees' Union staff representative.

Signed this <u>5</u> day of _

On behalf of

Manitoba Public Insurance

On behalf of Manitoba Government

between

Manitoba Public Insurance

and

Manitoba Government and General Employees' Union

Re: December 31

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

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

Signed this <u>5</u> day of _

On behalf of

Manitoba Public Insurance

between

Manitoba Public Insurance

and

Manitoba Government and General Employees' Union

Hours of Work - Repair Shop Support Position(s)

This Memorandum confirms the agreement between Manitoba Public Insurance and the Manitoba Government and General Employees' Union with respect to the hours of work relating to the Repair Shop Support positions.

The Corporation will be defining newly created position(s) for new postings currently referenced as "Repair Shop Support position(s)" as a result of the Physical Damage Reengineering project. This position(s) will provide support to repair shops and it is anticipated that the hours of work for the new position(s) will align with those worked at repair shops. Once the new position(s) are defined and prior to posting said position(s), the Corporation shall consult with the Union as per Article 33:06.

Manitoba Public Insurance

between

Manitoba Public Insurance

and

Manitoba Government and General Employees' Union

Re: Apprenticeship Program

This letter confirms Manitoba Public Insurance is exploring an expanded apprenticeship program. This will include a review of the current Estimator Training Program which may lead to changes. Any such changes will only occur after MPI has considered any concerns raised by Manitoba Government and General Employees' Union.

The objective is to explore how to increase the number of graduates from identified journeyperson programs related to motor vehicle repair. To facilitate this, Article 49:06 will not apply to these apprentices.

Signed this <u></u> day of _

On behalf of

Manitoba Public Insurance

On behalf of Manitoba Governmen

between

Manitoba Public Insurance

and

Manitoba Government and General Employees' Union

Re: Hours of Work Total Loss Unit

This letter confirms the agreement between Manitoba Public Insurance and the Manitoba Government and General Employees' Union regarding a pilot program with respect to the hours of work for the Total Loss Unit including clerical positions that support the unit.

The pilot program will occur over an eighteen (18) month period not to begin prior to September 18, 2016. The Corporation will undertake to meet with employees in the Total Loss Unit and their Union representative to review potential shift schedule options that meet operational requirements and solicit employee feedback prior to finalizing the shift schedule and the start of the pilot program. Impacted employees will be provided thirty (30) days notice prior to the start of the pilot program.

Staffing for the pilot project will first take into consideration employee preferences; where employee preferences cannot be accommodated, the hours will be scheduled as equitably as practical on a rotational basis.

The working hours will be between:

Monday through Thursday 8:30 a.m. - 8:00 p.m.

Friday 8:30 a.m. - 5:00 p.m.

Saturday 8:00 a.m. - 4:00 p.m.

Duration of lunch breaks will be one and a quarter (1 1/4) hours Monday through Friday and forty-five (45) minutes on Saturday.

The Corporation will conduct a complete review of the pilot program hours of work and will formally review the results with the Union three (3) months prior to the completion of the project to address concerns.

Signed this <u>5</u> day of _

On behalf of

Manitoba Public Insurance

.1/

between

Manitoba Public Insurance

and

Manitoba Government and General Employees' Union

Re: Workload

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

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

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

Signed this <u>5</u> day of .

On behalf of

Manitoba Public Insurance

On behalf of Manitoba Government

between

Manitoba Public Insurance

and

Manitoba Government and General Employees' Union

Re: Employment Security

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

- 1. This memorandum is effective from the first day of the bi-weekly pay period following the date of signing of the Collective Agreement to September 26, 2020 inclusive and shall expire on that date.
- 2. During the term of this memorandum there will be no lay-offs, from employment with the Corporation, of permanent employees who were hired on or before April 1, 2016, due to their position being eliminated as a result of a change to the Corporation's service delivery model.
- 3. This lay-off protection does not apply to:
 - (a) Any permanent employee laid-off prior to this memorandum coming into effect;
 - (b) Term employees;
 - (c) Seasonal employees;
 - (d) Casual employees;
 - (e) Students.
- 4. In the event that issues arise with respect to the spirit and intent of this Memorandum of Agreement, the parties agree to meet to discuss such issues.

Signed this 5 day of August, 2016.

On behalf of Manitoba Public Insurance

Schedule "A" - Classification/Pay Grade Alphabetical Listing

Classification	<u>Grade</u>
Accountant 1	10
Accountant 2	13
Accounting Clerk 1	6
Accounting Clerk 2	8
Accounts Payable Clerk	5
Accounts Receivable Representative	8
Adjuster	9
Adjuster/Driver Examiner	11
Administrator 1	7
Administrative Coordinator	7
Advertising Services Lead	12
Advertising Specialist	13
Analyst (*52)	12
Analyst (12)	52
Analyst-Rate Groups	8
Associate Adjuster	8
Associate Adjuster/Driver Examiner 1	8
Associate Adjuster/Driver Examiner 2	10
Associate Business Analyst	8
Associate Case Manager	8
Associate Commercial Adjuster	9
Associate Driver Examiner	8
Associate Estimator	9
Associate Underwriter	8
Audit Clerk	7
Auditor 1	10
Auditor 2	13

Classification	<u>Grade</u>
Autopac Program Coordinator	11
Broker Funds Administrator	8
Broker Services Administrator	11
Broker Services Audit Lead	8
Business Analyst	13
Buyer	8
Caretaker	4
Case Manager 1	10
Case Manager 2	12
Claims Audit Administrator	7
Claims Processor	6
Claims Service Representative	6
Claims Supervisor	14
Claims System Analyst	9
Class 5 Examiner	8
Clerical Supervisor	10
Clerk 1	1
Clerk 2	4
Clerk 2 - Mail & Warehouse	4
Clerk 2 - Receiver	4B
Clerk 3	6
Clerk 3 Receiver	6B
Clerk 4	8
Clerk Typist 1	3
Clerk Typist 2	4
Clerk Typist 3	6
Clerk Typist 4	8
Collection Officer	8
Collection Supervisor	13

Classification	<u>Grade</u>
Commercial Adjuster	11
Commercial Estimator	11
Commercial Registrations Representative	8
Commercial Registrations Supervisor	10
Commercial Specialist	13
Commercial Vehicle Registration Clerk	5
Communications Officer 1	9
Communications Officer 2	11
Community Programming Coordinator	10
Community Relations Specialist	12
Community Relations Specialist Lead	13
Contact Centre Operations Resource Coordinator	10
Contact Centre Quality Analyst	9
Contact Centre Supervisor	11
Co-op Programmer	6
Corporate Application Architect (*59)	14
Corporate Application Architect (14)	59
Corporate Directives Coordinator	8
Court Information Clerk	5
Court Information Supervisor	10
Customer Account Representative	8
Customer Account Supervisor	10
Customer Care Agent 1	7
Customer Care Agent 2	8
Customer Care Lead	9
Customer Relations Officer	12
Customer Service Representative	8
Data Architect (*47)	14

Classification	<u>Grade</u>
Data Architect (14)	47
Dealer Inspector	10
Document Analyst	8
Driver Ed Curriculum Dev & Trn'g Sup Spec	12
Driver Ed Liaison Officer	10
Driver Education System (DES) Administrator	7
Driver Examiner	9
Driver Examiner Lead	11
Driver Fitness Clerk	5
Driver Improvement Clerk	5
Driver Improvement Supervisor	12
Driver Licencing Coordinator	14
Driver Licencing Liaison Officer	10
Driver Records Clerk	5
Driver Records Coordinator	14
Driver Records Processing Supervisor	9
Driver Testing Policy Analyst	11
Driver Testing Quality Assurance Coordinator	12
Driver Training Administrator	10
Driver Training Permit Officer	10
Electronic Media Coordinator	14
Electronic Media Publisher I	7
Enhanced Identity Interview Clerk	5
Estimate Reviewer	7
Estimating Supervisor	13
Estimating Systems Administrator	13
Estimator - City	11
Estimator - Rural	11
Estimator - Trainee	70

Classification	<u>Grade</u>
Facial Recognition Analyst	8
Facilities Design Administrator	12
Facilities Service Technician	12
Facilities/Premises Administrator	14
Fair Practices Analyst	13
Fleet Safety and Loss Prevention Inspector	11
Fleet Vehicle Administrator	10
Fleets Administrator	8
Functional Support Analyst	13
Graphic Designer	9
Health Information Administrator	6
I.T. Administrator	6
I.T. Analyst (*52)	12
I.T. Analyst (12)	52
I.T. Support Analyst	9
Identity Case Administrator	7
Identity Coordinator	14
Identity Interview Coordinator	10
Identity Verification Administrator	8
Identity Verification Clerk	5
Identity Verification Supervisor	10
Ignition Interlock Program Administrator	8
Information Architect (*59)	14
Information Architect (14)	59
Information Systems Auditor (*47)	14
Information Systems Auditor (14)	47
Injury Claims Adjuster	12
Injury Management Coordinator	15
Instructional Designer	12

Classification	Grade
Internal Review Officer	14
Investment Analyst	12
Investment Associate	8
IRI Analyst	13
IRI Calculator	8
IRI Supervisor	14
IT Managed Services Analyst	13
IT Security Administrator	8
KMS Administrator	7
Lead IT Security Administrator	10
Learning Services Coordinator	7
Legal Clerk	5
Legal Processor	10
Legal Processor 2	12
Legal Secretary	6
Medical Assessment Clerk	6
Medical Assessment Policy Analyst	14
Medical Assessment Supervisor	14
Medical Fitness Administrator (*52)	12
Medical Fitness Administrator (12)	52
Multimedia Application Developer	10
Operations Supervisor, SAS	9
Out of Province Claims Supervisor	14
Paralegal	8
Payroll Administrator	8
Payroll Clerk	5
PIPP Benefits Administrator	8
PIPP Payment & Records Clerk	5
Policy/Procedure Manuals Analyst	8

Classification	<u>Grade</u>
Premises Assistant	8
Premises Coordinator	11
Professional Intern	8
Programmer	8
Programmer/Analyst	10
Project Coordinator (*47)	14
Project Coordinator (14)	47
Project Management Support Clerk	7
Purchasing Agent	10
Rates Appeal Officer	6
Records Management Supervisor	9
Registration Information Clerk	5
Reinspection Estimator	12
Research and Training Technician Lead	15
Reviewing Officer	10
Road Safety Issues Specialist	12
Salvage Inventory Clerk	5
Salvage Supervisor	11
Schedule Administration Coordinator	6
Service Centre Representative	8
Skip Tracer	6
Special Accounts Administrator	7
Special Investigations Representative	5
Sr Accounts Receivable Representative	9
Sr Adjuster	11
Sr Analyst (14)	47
Sr Analyst (*47)	14
Sr Business Analyst	14
Sr Case Manager	14

Classification	<u>Grade</u>
Sr Collection Officer	9
Sr Designer-Online Media	12
Sr Functional Support Analyst	14
Sr Graphic Designer	11
Sr Injury Claims Adjuster	14
Sr Instructional Designer	14
Sr IRI Calculator	10
Sr IT Administrator	7
Sr IT Administrator - Operations	7B
Sr IT Analyst (14)	47
Sr IT Analyst (*47)	14
Sr IT Support Analyst (*51)	11
Sr IT Support Analyst (11)	51
Sr Legislation Analyst	14
Sr Multi Media Application Developer	11
Sr Program Delivery Coordinator	13
Sr Subrogation Specialist	13
Sr Systems User Analyst	12
Sr Test Administrator	11
Sr Underwriter	13
Strategic Communications Coordinator	13
Student 1	1
Student 2	6
Subrogation Adjuster	9
Subrogation Specialist	10
Subrogation Specialist 2	12
Supervisor, Benefits & Payment Administration	10
Supervisor, Broker Services Audit	10
Supervisor, Claims Audit Unit	11

Classification	<u>Grade</u>
Supervisor, Claims Processing	12
Supervisor, Commercial Claims	15
Supervisor, Customer Accounts Receivable	11
Supervisor, Customer Service Centre	11
Supervisor, Driver Fitness Administration	9
Supervisor, Driver Testing	12
Supervisor, Licensing Services	10
Supervisor, IT Services (*57)	15
Supervisor, IT Services (15)	57
Supervisor, Mail and Warehouse	11
Supervisor, Rural Service Centre	15
Supervisor, Salvage Administration	9
Supervisor, Salvage Yard	9
Systems Support Clerk	6
Systems User Analyst	10
Team Leader-Broker Services Administration	13
Technical Communications Officer 1	9
Technical Communications Officer 2	11
Technical Communications Editor	8
Technical Communications Lead	13
Test Administrator	9
Tow Truck Operator	6
Training & Development Support Clerk	5
Training & Research Tech (Mech/Autobody)	14
Underwriter 1	9
Underwriter 2	11
Underwriting Clerk	6
Underwriting Supervisor	15
Vehicle Control Supervisor	11

Classification	<u>Grade</u>
Vehicle Registrations Coordinator	14
Vehicle Standards Officer	12
Vehicle Standards Supervisor	13
VS&I Support Clerk	6
Yardperson	6

Schedule "B" - Classification/Pay Grade Numerical Listing

<u>Grade</u>	Classification
1	Clerk 1
1	Student 1
3	Clerk Typist 1
4	Caretaker
4	Clerk 2
4	Clerk 2 - Mail & Warehouse
4B	Clerk 2 - Receiver
4	Clerk Typist 2
5	Accounts Payable Clerk
5	Court Information Clerk
5	Commercial Vehicle Registration Clerk
5	Driver Fitness Clerk
5	Driver Improvement Clerk
5	Driver Records Clerk
5	Enhanced Identity Interview Clerk
5	Identity Verification Clerk
5	Legal Clerk
5	Payroll Clerk
5	PIPP Payment & Records Clerk
5	Registration Information Clerk
5	Salvage Inventory Clerk
5	Special Investigations Representative
5	Training & Development Support Clerk
6	Accounting Clerk 1
6	Claims Processor
6	Claims Service Representative
6	Clerk 3

<u>Grade</u>	Classification
6B	Clerk 3 Receiver
6	Clerk Typist 3
6	Co-op Programmer
6	Health Information Administrator
6	I.T. Administrator
6	Legal Secretary
6	Medical Assessment Clerk
6	Rates Appeal Officer
6	Schedule Administration Coordinator
6	Skip Tracer
6	Student 2
6	Systems Support Clerk
6	Tow Truck Operator
6	Underwriting Clerk
6	VS&I Support Clerk
6	Yard person
7	Administrative Coordinator
7	Administrator 1
7	Audit Clerk
7	Claims Audit Administrator
7	Customer Care Agent 1
7	Driver Education System (DES) Administrator
7	Electronic Media Publisher I
7	Estimate Reviewer
7	Identity Case Administrator
7	KMS Administrator
7	Learning Services Coordinator
7	Project Management Support Clerk
7	Special Accounts Administrator

<u>Grade</u>	Classification
7	Sr IT Administrator
7B	Sr IT Administrator - Operations
8	Accounting Clerk 2
8	Accounts Receivable Representative
8	Analyst-Rate Groups
8	Associate Adjuster
8	Associate Adjuster/Driver Examiner 1
8	Associate Business Analyst
8	Associate Case Manager
8	Associate Driver Examiner
8	Associate Underwriter
8	Broker Funds Administrator
8	Broker Services Audit Lead
8	Buyer
8	Class 5 Examiner
8	Clerk 4
8	Clerk Typist 4
8	Collection Officer
8	Commercial Registrations Representative
8	Corporate Directives Coordinator
8	Customer Account Representative
8	Customer Care Agent 2
8	Customer Service Representative
8	Document Analyst
8	Facial Recognition Analyst
8	Fleets Administrator
8	Identity Verification Administrator
8	Ignition Interlock Program Administrator
8	Investment Associate

<u>Grade</u>	Classification
8	IRI Calculator
8	IT Security Administrator
8	Paralegal
8	Payroll Administrator
8	PIPP Benefits Administrator
8	Policy/Procedure Manuals Analyst
8	Premises Assistant
8	Professional Intern
8	Programmer
8	Service Centre Representative
8	Technical Communications Editor
9	Adjuster
9	Associate Commercial Adjuster
9	Associate Estimator
9	Claims System Analyst
9	Communications Officer 1
9	Contact Centre Quality Analyst
9	Customer Care Lead
9	Driver Examiner
9	Driver Records Processing Supervisor
9	Electronic Media Publisher II
9	Graphic Designer
9	I.T. Support Analyst
9	Records Management Supervisor
9	Sr Accounts Receivable Representative
9	Sr Collection Officer
9	Subrogation Adjuster
9	Supervisor, Driver Fitness Administration
9	Supervisor, Salvage Administration

<u>Grade</u>	Classification
9	Supervisor, Salvage Yard
9	Technical Communications Officer 1
9	Test Administrator
9	Underwriter 1
10	Accountant 1
10	Associate Adjuster/Driver Examiner 2
10	Auditor 1
10	Case Manager 1
10	Clerical Supervisor
10	Commercial Registrations Supervisor
10	Community Programming Coordinator
10	Contact Centre Operations Resource Coordinator
10	Court Information Supervisor
10	Customer Account Supervisor
10	Dealer Inspector
10	Driver Ed Liaison Officer
10	Driver Licencing Liaison Officer
10	Driver Training Administrator
10	Driver Training Permit Officer
10	Fleet Vehicle Administrator
10	Identity Interview Coordinator
10	Identity Verification Supervisor
10	Lead IT Security Administrator
10	Legal Processor
10	Multimedia Application Developer
10	Programmer/Analyst
10	Purchasing Agent
10	Reviewing Officer

<u>Grade</u>	Classification
10	Sr IRI Calculator
10	Subrogation Specialist
10	Supervisor, Benefits & Payment Administration
10	Supervisor, Broker Services Audit
10	Supervisor, Licensing Services
10	Systems User Analyst
11	Adjuster/Driver Examiner
11	Autopac Program Coordinator
11	Broker Services Administrator
11	Commercial Adjuster
11	Commercial Estimator
11	Communications Officer 2
11	Contact Centre Supervisor
11	Driver Testing Policy Analyst
11	Estimator - City
11	Estimator - Rural
11	Fleet Safety and Loss Prevention Inspector
11	Premises Coordinator
11	Salvage Supervisor
11	Sr Adjuster
11	Sr Graphics Designer
11	Sr IT Support Analyst (*51)
11	Sr Multi Media Application Developer
11	Sr Test Administrator
11	Supervisor, Claims Audit Unit
11	Supervisor, Customer Accounts Receivable
11	Supervisor, Customer Service Centre
11	Supervisor, Mail and Warehouse

<u>Grade</u>	Classification
11	Technical Communications Officer 2
11	Underwriter 2
11	Vehicle Control Supervisor
12	Advertising Services Lead
12	Analyst (*52)
12	Case Manager 2
12	Community Relations Specialist
12	Customer Relations Officer
12	Driver Ed Curriculum Dev & Trn'g Sup Spec
12	Driver Improvement Supervisor
12	Driver Testing Quality Assurance Coordinator
12	Facilities Design Administrator
12	Facilities Service Technician
12	I.T. Analyst (*52)
12	Injury Claims Adjuster
12	Instructional Designer
12	Investment Analyst
12	Legal Processor 2
12	Medical Fitness Administrator (*52)
12	Reinspection Estimator
12	Road Safety Issues Specialist
12	Sr Designer-Online Media
12	Sr Systems User Analyst
12	Subrogation Specialist 2
12	Supervisor, Claims Processing
12	Supervisor, Driver Testing
12	Vehicle Standards Officer
13	Accountant 2
13	Advertising Specialist

<u>Grade</u>	Classification
13	Auditor 2
13	Business Analyst
13	Collection Supervisor
13	Commercial Specialist
13	Community Relations Specialist Lead
13	Estimating Supervisor
13	Estimating Systems Administrator
13	Fair Practices Analyst
13	Functional Support Analyst
13	IRI Analyst
13	IT Managed Services Analyst
13	Sr Program Delivery Coordinator
13	Sr Subrogation Specialist
13	Sr Underwriter
13	Strategic Communications Coordinator
13	Team Leader-Broker Services Administration
13	Technical Communications Lead
13	Vehicle Standards Supervisor
14	Claims Supervisor
14	Corporate Application Architect (*59)
14	Data Architect (*47)
14	Driver Licencing Coordinator
14	Driver Records Coordinator
14	Electronic Media Coordinator
14	Facilities/Premises Administrator
14	Identity Coordinator
14	Information Architect (*59)
14	Information Systems Auditor (*47)
14	Internal Review Officer

<u>Grade</u>	Classification
14	IRI Supervisor
14	Medical Assessment Policy Analyst
14	Medical Assessment Supervisor
14	Out of Province Claims Supervisor
14	Project Coordinator (*47)
14	Sr Adjuster Sub-Office
14	Sr Analyst (*47)
14	Sr Business Analyst
14	Sr Case Manager
14	Sr Functional Support Analyst
14	Sr Injury Claims Adjuster
14	Sr Instructional Designer
14	Sr IT Analyst (*47)
14	Sr Legislation Analyst
14	Training & Research Tech (Mech/Autobody)
14	Vehicle Registrations Coordinator
15	Injury Management Coordinator
15	Research and Training Technician Lead
15	Supervisor, Commercial Claims
15	Supervisor, IT Services (*57)
15	Supervisor, Rural Service Centre
15	Underwriting Supervisor
47	Data Architect (14)
47	Information Systems Auditor (14)
47	Project Coordinator (14)
47	Sr Analyst (14)
47	Sr IT Analyst (14)
51	Sr IT Support Analyst (11)
52	Analyst (12)

<u>Grade</u>	<u>Classification</u>
52	I.T. Analyst (12)
52	Medical Fitness Administrator (12)
57	Supervisor, IT Services (15)
59	Corporate Application Architect (14)
59	Information Architect (14)
70	Estimator - Trainee

Salary Schedule

In Scope Salary Structure Effective September 18, 2016 to September 16, 2017

2% Increase (1% General Wage Increase plus 1% Market Adjustment)

Pay	270 1110	rease (1% Ge	onciai vvago	morease plas	170 Warket 7		
Grade		1	<u>2</u>	3	4	5	<u>6</u>
1	Hourly	15.2307	15.7637	16.3146	16.8876	17.4764	18.0900
-	Biweekly	1,104.23	1,142.87	1,182.81	1,224.35	1,267.04	1,311.52
	Annual	28,710	29,715	30,753	31,833	32,943	34,100
	7 till dal	20,7.10	20,7 10	00,700	01,000	02,010	01,100
70	Hourly	15.7637	17.4764	19.3784	21.4849	23.8204	
	Biweekly	1,142.87	1,267.04	1,404.93	1,557.66	1,726.98	
	Annual	29,715	32,943	36,528	40,499	44,901	
2	Hourly	16.3146	16.8876	17.4764	18.0900	18.7231	19.3784
	Biweekly	1,182.81	1,224.35	1,267.04	1,311.52	1,357.42	1,404.93
	Annual	30,753	31,833	32,943	34,100	35,293	36,528
3	Hourly	17.4764	18.0900	18.7231	19.3784	20.0559	20.7593
	Biweekly	1,267.04	1,311.52	1,357.42	1,404.93	1,454.05	1,505.05
	Annual	32,943	34,100	35,293	36,528	37,805	39,131
4	Hourly	18.7231	19.3784	20.0559	20.7593	21.4849	22.2365
	Biweekly	1,357.42	1,404.93	1,454.05	1,505.05	1,557.66	1,612.15
	Annual	35,293	36,528	37,805	39,131	40,499	41,916
4B	Hourly	18.7231	19.3784	20.0559	20.7593	21.4849	22.2365
	Biweekly	1,497.85	1,550.27	1,604.47	1,660.74	1,718.79	1,778.92
	Annual	38,944	40,307	41,716	43,179	44,689	46,252
5	Hourly	20.0559	20.7593	21.4849	22.2365	23.0141	23.8204
	Biweekly	1,454.05	1,505.05	1,557.66	1,612.15	1,668.52	1,726.98
	Annual	37,805	39,131	40,499	41,916	43,382	44,901
6	Hourly	21.4849	22.2365	23.0141	23.8204	24.6542	25.5168
	Biweekly	1,557.66	1,612.15	1,668.52	1,726.98	1,787.43	1,849.97
	Annual	40,499	41,916	43,382	44,901	46,473	48,099
6B	Hourly	21.4849	22.2365	23.0141	23.8204	24.6542	25.5168
	Biweekly	1,718.79	1,778.92	1,841.13	1,905.63	1,972.34	2,041.34
	Annual	44,689	46,252	47,869	49,546	51,281	53,075

7	Hourly	23.0141	23.8204	24.6542	25.5168	26.4102	27.3344
	Biweekly	1,668.52	1,726.98	1,787.43	1,849.97	1,914.74	1,981.74
	Annual	43,382	44,901	46,473	48,099	49,783	51,525
7B	Hourly	23.0141	23.8204	24.6542	25.5168	26.4102	27.3344
	Biweekly	1,841.13	1,905.63	1,972.34	2,041.34	2,112.82	2,186.75
	Annual	47,869	49,546	51,281	53,075	54,933	56,856
8	Hourly	24.6542	25.5168	26.4102	27.3344	28.2905	29.2802
	Biweekly	1,787.43	1,849.97	1,914.74	1,981.74	2,051.06	2,122.82
	Annual	46,473	48,099	49,783	51,525	53,328	55,193
9	Hourly	26.4102	27.3344	28.2905	29.2802	30.3056	31.3662
	Biweekly	1,914.74	1,981.74	2,051.06	2,122.82	2,197.16	2,274.05
	Annual	49,783	51,525	53,328	55,193	57,126	59,125
10	Hourly	28.2905	29.2802	30.3056	31.3662	32.4652	33.6026
	Biweekly	2,051.06	2,122.82	2,197.16	2,274.05	2,353.73	2,436.19
	Annual	53,328	55,193	57,126	59,125	61,197	63,341
11	Hourly	30.3056	31.3662	32.4652	33.6026	34.7774	35.9954
	Biweekly	2,197.16	2,274.05	2,353.73	2,436.19	2,521.36	2,609.67
	Annual	57,126	59,125	61,197	63,341	65,555	67,851
12	Hourly	32.4652	33.6026	34.7774	35.9954	37.2546	38.5565
	Biweekly	2,353.73	2,436.19	2,521.36	2,609.67	2,700.96	2,795.35
	Annual	61,197	63,341	65,555	67,851	70,225	72,679
13	Hourly	34.7774	35.9954	37.2546	38.5565	39.9088	41.3043
	Biweekly	2,521.36	2,609.67	2,700.96	2,795.35	2,893.39	2,994.56
	Annual	65,555	67,851	70,225	72,679	75,228	77,859
14	Hourly	37.2546	38.5565	39.9088	41.3043	42.7523	44.2464
	Biweekly	2,700.96	2,795.35	2,893.39	2,994.56	3,099.54	3,207.86
	Annual	70,225	72,679	75,228	77,859	80,588	83,404
15	Hourly	39.9088	41.3043	42.7523	44.2464	45.7939	47.3978
	Biweekly	2,893.39	2,994.56	3,099.54	3,207.86	3,320.06	3,436.34
	Annual	75,228	77,859	80,588	83,404	86,322	89,345

In Scope Salary Structure Effective September 17, 2017 to September 15, 2018

1.5% Increase (1% General Wage Increase plus 0.5% Market Adjustment)

Pay		170					
<u>Grade</u>		<u>1</u>	<u>2</u>	<u>3</u>	<u>4</u>	<u>5</u>	<u>6</u>
1	Hourly	15.4592	16.0004	16.5593	17.1408	17.7385	18.3615
	Biweekly	1,120.79	1,160.03	1,200.55	1,242.71	1,286.04	1,331.21
	Annual	29,141	30,161	31,214	32,310	33,437	34,612
70	Hourly	16.0004	17.7385	19.6689	21.8072	24.1775	
	Biweekly	1,160.03	1,286.04	1,426.00	1,581.02	1,752.87	
	Annual	30,161	33,437	37,076	41,106	45,575	
2	Hourly	16.5593	17.1408	17.7385	18.3615	19.0039	19.6689
	Biweekly	1,200.55	1,242.71	1,286.04	1,331.21	1,377.78	1,426.00
	Annual	31,214	32,310	33,437	34,612	35,822	37,076
3	Hourly	17.7385	18.3615	19.0039	19.6689	20.3565	21.0705
	Biweekly	1,286.04	1,331.21	1,377.78	1,426.00	1,475.85	1,527.61
	Annual	33,437	34,612	35,822	37,076	38,372	39,718
4	Hourly	19.0039	19.6689	20.3565	21.0705	21.8072	22.5702
	Biweekly	1,377.78	1,426.00	1,475.85	1,527.61	1,581.02	1,636.34
	Annual	35,822	37,076	38,372	39,718	41,106	42,545
4B	Hourly	19.0039	19.6689	20.3565	21.0705	21.8072	22.5702
	Biweekly	1,520.31	1,573.51	1,628.52	1,685.64	1,744.58	1,805.62
	Annual	39,528	40,911	42,342	43,827	45,359	46,946
5	Hourly	20.3565	21.0705	21.8072	22.5702	23.3595	24.1775
	Biweekly	1,475.85	1,527.61	1,581.02	1,636.34	1,693.57	1,752.87
	Annual	38,372	39,718	41,106	42,545	44,033	45,575
6	Hourly	21.8072	22.5702	23.3595	24.1775	25.0239	25.8995
	Biweekly	1,581.02	1,636.34	1,693.57	1,752.87	1,814.23	1,877.71
	Annual	41,106	42,545	44,033	45,575	47,170	48,820
0.5		04.0070	00.5700	00.0505	04.4775	05.0000	05.0005
6B	Hourly	21.8072	22.5702	23.3595	24.1775	25.0239	25.8995
	Biweekly	1,744.58	1,805.62	1,868.76	1,934.20	2,001.91	2,071.96
	Annual	45,359	46,946	48,588	50,289	52,050	53,871

7	Hourly	23.3595	24.1775	25.0239	25.8995	26.8062	27.7442
	Biweekly	1,693.57	1,752.87	1,814.23	1,877.71	1,943.45	2,011.46
	Annual	44,033	45,575	47,170	48,820	50,530	52,298
7B	Hourly	23.3595	24.1775	25.0239	25.8995	26.8062	27.7442
	Biweekly	1,868.76	1,934.20	2,001.91	2,071.96	2,144.50	2,219.54
	Annual	48,588	50,289	52,050	53,871	55,757	57,708
8	Hourly	25.0239	25.8995	26.8062	27.7442	28.7151	29.7193
	Biweekly	1,814.23	1,877.71	1,943.45	2,011.46	2,081.84	2,154.65
	Annual	47,170	48,820	50,530	52,298	54,128	56,021
9	Hourly	26.8062	27.7442	28.7151	29.7193	30.7602	31.8365
	Biweekly	1,943.45	2,011.46	2,081.84	2,154.65	2,230.11	2,308.15
	Annual	50,530	52,298	54,128	56,021	57,983	60,012
10	Hourly	28.7151	29.7193	30.7602	31.8365	32.9522	34.1067
	Biweekly	2,081.84	2,154.65	2,230.11	2,308.15	2,389.04	2,472.74
	Annual	54,128	56,021	57,983	60,012	62,115	64,291
11	Hourly	30.7602	31.8365	32.9522	34.1067	35.2988	36.5352
	Biweekly	2,230.11	2,308.15	2,389.04	2,472.74	2,559.17	2,648.80
	Annual	57,983	60,012	62,115	64,291	66,538	68,869
12	Hourly	32.9522	34.1067	35.2988	36.5352	37.8135	39.1348
	Biweekly	2,389.04	2,472.74	2,559.17	2,648.80	2,741.48	2,837.28
	Annual	62,115	64,291	66,538	68,869	71,278	73,769
13	Hourly	35.2988	36.5352	37.8135	39.1348	40.5074	41.9241
	Biweekly	2,559.17	2,648.80	2,741.48	2,837.28	2,936.79	3,039.50
	Annual	66,538	68,869	71,278	73,769	76,356	79,027
14	Hourly	37.8135	39.1348	40.5074	41.9241	43.3935	44.9098
	Biweekly	2,741.48	2,837.28	2,936.79	3,039.50	3,146.03	3,255.96
	Annual	71,278	73,769	76,356	79,027	81,797	84,655
15	Hourly	40.5074	41.9241	43.3935	44.9098	46.4811	48.1088
	Biweekly	2,936.79	3,039.50	3,146.03	3,255.96	3,369.88	3,487.89
	Annual	76,356	79,027	81,797	84,655	87,617	90,685

In Scope Salary Structure Effective September 16, 2018 to September 14, 2019

2% General Wage Increase

Pay							
<u>Grade</u>	_	<u>1</u>	<u>2</u>	<u>3</u>	4	<u>5</u>	<u>6</u>
1	Hourly	15.7686	16.3205	16.8903	17.4834	18.0932	18.7290
	Biweekly	1,143.22	1,183.24	1,224.55	1,267.55	1,311.76	1,357.86
	Annual	29,724	30,764	31,838	32,956	34,106	35,304
70	Hourly	16.3205	18.0932	20.0623	22.2430	24.6613	
	Biweekly	1,183.24	1,311.76	1,454.52	1,612.62	1,787.94	
	Annual	30,764	34,106	37,818	41,928	46,487	
2	Hourly	16.8903	17.4834	18.0932	18.7290	19.3838	20.0623
	Biweekly	1,224.55	1,267.55	1,311.76	1,357.86	1,405.32	1,454.52
	Annual	31,838	32,956	34,106	35,304	36,538	37,818
3	Hourly	18.0932	18.7290	19.3838	20.0623	20.7636	21.4920
	Biweekly	1,311.76	1,357.86	1,405.32	1,454.52	1,505.36	1,558.17
	Annual	34,106	35,304	36,538	37,818	39,139	40,512
4	Hourly	19.3838	20.0623	20.7636	21.4920	22.2430	23.0217
	Biweekly	1,405.32	1,454.52	1,505.36	1,558.17	1,612.62	1,669.07
	Annual	36,538	37,818	39,139	40,512	41,928	43,396
4B	Hourly	19.3838	20.0623	20.7636	21.4920	22.2430	23.0217
	Biweekly	1,550.70	1,604.98	1,661.09	1,719.36	1,779.44	1,841.74
	Annual	40,318	41,730	43,188	44,703	46,265	47,885
5	Hourly	20.7636	21.4920	22.2430	23.0217	23.8269	24.6613
	Biweekly	1,505.36	1,558.17	1,612.62	1,669.07	1,727.45	1,787.94
	Annual	39,139	40,512	41,928	43,396	44,914	46,487
6	Hourly	22.2430	23.0217	23.8269	24.6613	25.5244	26.4172
	Biweekly	1,612.62	1,669.07	1,727.45	1,787.94	1,850.52	1,915.25
	Annual	41,928	43,396	44,914	46,487	48,113	49,796
6B	Hourly	22.2430	23.0217	23.8269	24.6613	25.5244	26.4172
	Biweekly	1,779.44	1,841.74	1,906.15	1,972.90	2,041.95	2,113.38
	Annual	46,265	47,885	49,560	51,296	53,091	54,948

	1				1	1	
7	Hourly	23.8269	24.6613	25.5244	26.4172	27.3425	28.2992
	Biweekly	1,727.45	1,787.94	1,850.52	1,915.25	1,982.33	2,051.69
	Annual	44,914	46,487	48,113	49,796	51,541	53,344
7B	Hourly	23.8269	24.6613	25.5244	26.4172	27.3425	28.2992
	Biweekly	1,906.15	1,972.90	2,041.95	2,113.38	2,187.40	2,263.94
	Annual	49,560	51,296	53,091	54,948	56,872	58,862
8	Hourly	25.5244	26.4172	27.3425	28.2992	29.2894	30.3138
	Biweekly	1,850.52	1,915.25	1,982.33	2,051.69	2,123.48	2,197.75
	Annual	48,113	49,796	51,541	53,344	55,211	57,141
9	Hourly	27.3425	28.2992	29.2894	30.3138	31.3754	32.4733
	Biweekly	1,982.33	2,051.69	2,123.48	2,197.75	2,274.72	2,354.32
	Annual	51,541	53,344	55,211	57,141	59,143	61,212
10	Hourly	29.2894	30.3138	31.3754	32.4733	33.6113	34.7888
	Biweekly	2,123.48	2,197.75	2,274.72	2,354.32	2,436.82	2,522.19
	Annual	55,211	57,141	59,143	61,212	63,357	65,577
11	Hourly	31.3754	32.4733	33.6113	34.7888	36.0046	37.2660
	Biweekly	2,274.72	2,354.32	2,436.82	2,522.19	2,610.34	2,701.78
	Annual	59,143	61,212	63,357	65,577	67,869	70,246
12	Hourly	33.6113	34.7888	36.0046	37.2660	38.5695	39.9174
	Biweekly	2,436.82	2,522.19	2,610.34	2,701.78	2,796.29	2,894.01
	Annual	63,357	65,577	67,869	70,246	72,704	75,244
13	Hourly	36.0046	37.2660	38.5695	39.9174	41.3173	42.7626
	Biweekly	2,610.34	2,701.78	2,796.29	2,894.01	2,995.50	3,100.29
	Annual	67,869	70,246	72,704	75,244	77,883	80,608
14	Hourly	38.5695	39.9174	41.3173	42.7626	44.2615	45.8080
	Biweekly	2,796.29	2,894.01	2,995.50	3,100.29	3,208.96	3,321.08
	Annual	72,704	75,244	77,883	80,608	83,433	86,348
15	Hourly	41.3173	42.7626	44.2615	45.8080	47.4108	49.0709
	Biweekly	2,995.50	3,100.29	3,208.96	3,321.08	3,437.28	3,557.64
	Annual	77,883	80,608	83,433	86,348	89,369	92,499

In Scope Salary Structure Effective September 15, 2019 to September 26, 2020

2% General Wage Increase

Pay			270 0011010	i wage increa			
Grade	_	1	<u>2</u>	<u>3</u>	<u>4</u>	<u>5</u>	<u>6</u>
1	Hourly	16.0841	16.6468	17.2280	17.8330	18.4552	19.1035
	Biweekly	1,166.10	1,206.90	1,249.03	1,292.89	1,338.00	1,385.00
	Annual	30,318	31,379	32,475	33,615	34,788	36,010
70	Hourly	16.6468	18.4552	20.4639	22.6878	25.1548	
	Biweekly	1,206.90	1,338.00	1,483.63	1,644.87	1,823.72	
	Annual	31,379	34,788	38,574	42,767	47,417	
2	Hourly	17.2280	17.8330	18.4552	19.1035	19.7712	20.4639
	Biweekly	1,249.03	1,292.89	1,338.00	1,385.00	1,433.41	1,483.63
	Annual	32,475	33,615	34,788	36,010	37,269	38,574
3	Hourly	18.4552	19.1035	19.7712	20.4639	21.1787	21.9216
	Biweekly	1,338.00	1,385.00	1,433.41	1,483.63	1,535.45	1,589.32
	Annual	34,788	36,010	37,269	38,574	39,922	41,322
4	Hourly	19.7712	20.4639	21.1787	21.9216	22.6878	23.4822
	Biweekly	1,433.41	1,483.63	1,535.45	1,589.32	1,644.87	1,702.46
	Annual	37,269	38,574	39,922	41,322	42,767	44,264
4B	Hourly	19.7712	20.4639	21.1787	21.9216	22.6878	23.4822
	Biweekly	1,581.70	1,637.11	1,694.30	1,753.73	1,815.02	1,878.58
	Annual	41,124	42,565	44,052	45,597	47,191	48,843
5	Hourly	21.1787	21.9216	22.6878	23.4822	24.3036	25.1548
	Biweekly	1,535.45	1,589.32	1,644.87	1,702.46	1,762.01	1,823.72
	Annual	39,922	41,322	42,767	44,264	45,812	47,417
6	Hourly	22.6878	23.4822	24.3036	25.1548	26.0346	26.9453
	Biweekly	1,644.87	1,702.46	1,762.01	1,823.72	1,887.51	1,953.54
	Annual	42,767	44,264	45,812	47,417	49,075	50,792
6B	Hourly	22.6878	23.4822	24.3036	25.1548	26.0346	26.9453
	Biweekly	1,815.02	1,878.58	1,944.29	2,012.38	2,082.77	2,155.62
	Annual	47,191	48,843	50,551	52,322	54,152	56,046

7	Hourly	24.3036	25.1548	26.0346	26.9453	27.8896	28.8652
	Biweekly	1,762.01	1,823.72	1,887.51	1,953.54	2,021.99	2,092.73
	Annual	45,812	47,417	49,075	50,792	52,572	54,411
		,	,	,	•	,	,
7B	Hourly	24.3036	25.1548	26.0346	26.9453	27.8896	28.8652
	Biweekly	1,944.29	2,012.38	2,082.77	2,155.62	2,231.17	2,309.22
	Annual	50,551	52,322	54,152	56,046	58,010	60,040
8	Hourly	26.0346	26.9453	27.8896	28.8652	29.8754	30.9198
	Biweekly	1,887.51	1,953.54	2,021.99	2,092.73	2,165.97	2,241.69
	Annual	49,075	50,792	52,572	54,411	56,315	58,284
9	Hourly	27.8896	28.8652	29.8754	30.9198	32.0031	33.1227
	Biweekly	2,021.99	2,092.73	2,165.97	2,241.69	2,320.23	2,401.39
	Annual	52,572	54,411	56,315	58,284	60,326	62,436
10	Hourly	29.8754	30.9198	32.0031	33.1227	34.2834	35.4846
	Biweekly	2,165.97	2,241.69	2,320.23	2,401.39	2,485.54	2,572.64
	Annual	56,315	58,284	60,326	62,436	64,624	66,889
11	Hourly	32.0031	33.1227	34.2834	35.4846	36.7249	38.0111
	Biweekly	2,320.23	2,401.39	2,485.54	2,572.64	2,662.55	2,755.80
	Annual	60,326	62,436	64,624	66,889	69,226	71,651
12	Hourly	34.2834	35.4846	36.7249	38.0111	39.3412	40.7156
	Biweekly	2,485.54	2,572.64	2,662.55	2,755.80	2,852.23	2,951.88
	Annual	64,624	66,889	69,226	71,651	74,158	76,749
40							
13	Hourly	36.7249	38.0111	39.3412	40.7156	42.1436	43.6181
	Biweekly	2,662.55	2,755.80	2,852.23	2,951.88	3,055.41	3,162.31
	Annual	69,226	71,651	74,158	76,749	79,441	82,220
4.4	I I a contra	20.2442	40.7450	40 4 400	40.0404	45 4400	40.7044
14	Hourly	39.3412	40.7156 2,951.88	42.1436 3,055.41	43.6181	45.1468	46.7241
	Biweekly	2,852.23			3,162.31	3,273.14	3,387.50
	Annual	74,158	76,749	79,441	82,220	85,102	88,075
15	Hourly	42.1436	43.6181	45.1468	46.7241	48.3588	50.0525
13	Biweekly	3,055.41	3,162.31	3,273.14	3,387.50	3,506.01	3,628.81
	Annual	79,441	82,220	85,102	88,075	91,156	94,349
	Ailliual	13,441	02,220	00,102	00,073	91,100	₹, 01 3