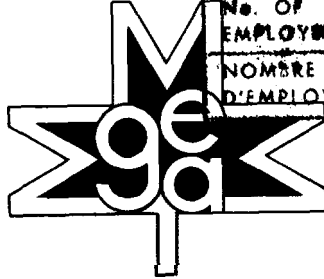


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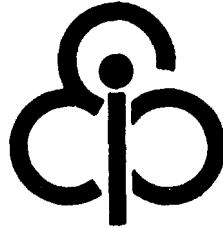
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EFF.	01	07	85
TERM.	30	09	87
No. OF EMPLOYEES	900		
NOMBRE D'EMPLOYES	900		



The Manitoba Government Employees' Association

and



The Manitoba Public Insurance Corporation

July 1, 1985 — September 30, 1987

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THIS AGREEMENT MADE THIS
6TH DAY OF SEPTEMBER, 1985

Between:

**THE MANITOBA PUBLIC
INSURANCE CORPORATION**
(Hereinafter called the "Corporation")
and
**THE MANITOBA GOVERNMENT
EMPLOYEES' ASSOCIATION**
(Hereinafter called the "Association")

INTRODUCTION

This contract constitutes the entire agreement between the parties and supercedes and replaces all previous agreements.

ARTICLE 1 INTERPRETATION

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

1:01:1 "PERMANENT EMPLOYEE" means an employee employed in a position and who has successfully completed the probationary period as specified in Article 14.

1:01:2 "EMPLOYEE" means a person employed by the Corporation and who is not excluded as provided in Article 2.

1:01:3 "TEMPORARY EMPLOYEE" means an employee who is employed for regular hours on a full time basis for a specific period of time, but in any event not exceeding twelve (12) months. Following the completion of four (4) months of continuous service a temporary employee shall be covered by the terms of this agreement. No employee shall be terminated and re-employed for the purpose of extending the period of temporary employment.

1:01:4 "PART-TIME EMPLOYEE" means an employee employed in a position for regular hours of work during a day, week, or month and whose services are not required for the full working day, week or month as the case may be.

1:01:5 "CASUAL EMPLOYEE" means an employee who is employed for irregular 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.

1:01:6 "POSITION" means a job within the staff establishment of the Corporation.

1:01:7 "PROMOTION" means a change of employment with the Corporation from one class of position to another having a higher maximum salary.

1:01:8 “**DEMOTION**” means the involuntary or voluntary movement of an employee from one class of position to another having a lower maximum salary.

1:01:9 “**TRANSFER**” means the voluntary movement or involuntary movement of an employee from one position to another and/or from one location to another, in the same classification. All involuntary transfers shall be for valid business purposes and shall be approved by Executive Management. In addition, the Corporation agrees that it shall not transfer an employee for disciplinary reasons.

1:01:10 “**ANNIVERSARY DATE**” of an employee shall be the first day of the month following initial employment. Notwithstanding the foregoing, where an employee is initially employed on the first working day of the month his anniversary date shall be the first day of the month in which he is employed. Employees transferred from the Motor Vehicle Branch on April 1, 1973 shall retain their established anniversary dates and length of service.

1:01:11 “**INCREMENT DATE**” — an employee’s increment date shall be the same date as his anniversary date unless modified by the provisions of this agreement.

1:01:12 “**INCREMENT**” means an increase in the rate of pay for an employee of one step in the salary range for the position of the employee concerned.

1:01:13 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.

1:01:14 “**SENIORITY**” means the length of continuous service in the employ of the Corporation, calculated from the first day of employment, as a member (or eligible for membership) in the Association.

1:01:15 “**CLASS**” means a group of positions which are sufficiently similar in duties, responsibilities, skill and knowledge required to be given the same job title, to have the same education and experience requirements and to receive the same rate of pay.

1:01:16 In this agreement, unless otherwise specified, a work week shall be pro-rated to four (4) work days for Claims Centre No. 4 (see Appendix D).

ARTICLE 2
SCOPE

2:01 This agreement shall apply to all employees of the Corporation except temporary and casual employees and those incumbent(s) in position(s) listed in Appendix "B" attached hereto. Furthermore, the Corporation recognizes the Association as the sole and exclusive bargaining agent for all employees of the Corporation covered by the Manitoba Labour Board Certificate No. M.L.B. 2555 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 At no time will the combined number of casual and temporary employees exceed ten percent (10%) of the total in-scope staff except in the period of January 1 to April 30 each year.

2:03 Temporary employees will be covered by the Articles of this agreement after completion of four continuous months of service.

ARTICLE 3
MANAGEMENT RIGHTS

3:01 The Association 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 Association 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, 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.

ARTICLE 4
UNION SECURITY

4:01 All employees who come under the scope of this agreement, whether or not they are members of the Association, shall have an amount equal to the current Association dues deducted by the Corporation from each bi-weekly pay and such deductions shall not include initiation fees or special assessments. Such dues shall be forwarded to the Association every four (4) weeks, together with a list of names of employees from whom deductions have been made.

4:02 The parties hereto agree that the Corporation will provide all new employees 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 Association's Central Office (360 McMillan Avenue, Winnipeg, Manitoba).

4:03 The Association 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 the bi-weekly pay period following the date of his 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 Association 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 THIS AGREEMENT**

5:01 This agreement shall become effective from and including the first day of July, 1985 and shall continue in effect up to and including the 30th day of September, 1987 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 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 or letter of understanding which is not renewed or sustained by the terms of this agreement shall terminate effective the date of signing of this agreement.

5:03 All additions, deletions, amendments and/or revisions from the previous agreement to this agreement shall be effective from the first day of the bi-weekly pay period following the date of signing of this collective agreement unless otherwise specified.

**ARTICLE 6
NOTICE FOR COLLECTIVE BARGAINING**

6:01 Not more than ninety (90) calendar days and not less than thirty (30) 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 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
ASSOCIATION BUSINESS

7:01 The Corporation **recognizes** the Association's right to select stewards to represent their membership within the Corporation. The Association 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 Association bulletins and/or notices by posting.
- (c) Participation in collective bargaining as a member of the Association's bargaining team.
- (d) Participation in arbitration proceedings when required by the Association.
- (e) Participation in the administration of the Association 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 his designate before leaving his work to perform his duties as a steward. Such permission shall not be unreasonably sought or withheld.

7:04 A steward shall conduct his duties as a steward within his 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 Association 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 Association, the Corporation shall grant leave of absence with pay to Association officers who are employees of the Corporation,

at the various levels, for the purpose of carrying on the necessary business of the Association, provided such leave does not place an undue load on the Corporation's routine activities. The Association will notify those Association officers requested to attend Association business to confirm approval with their department manager.

7:07 Where leave of absence has been granted under clause 7:06, the Association 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) man days per year.

7:08 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 Association'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 M.P.I.C./M.G.E.A. 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.

7:09 The Corporation and the Association agree that there shall be no discrimination, interference, restriction or coercion, exercised or practiced with reasons of membership or activity in the Association.

7:10 It is agreed that the Corporation will provide notice boards for the use of the official Association members in suitable locations accessible to the employees for the purpose of posting notices of interest to the Association.

7:11 The Association 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 Association activities on the premises of the Corporation without first having obtained the consent of the Corporation.

7:12 Employees elected or appointed to full-time Association positions shall be granted leave of absence without pay on request. Time spent with the Association will be considered as 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 welfare and pension plans provided the Association 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 range at which the employee left to work for the Association.

7:13 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 Health & Safety Act.

8:02 The Corporation agrees to provide all available information required by the Association Health & Safety Committee in carrying out its duties.

ARTICLE 9 SENIORITY

9:01 Except as modified in this agreement, seniority shall be determined as length of continuous service with the Corporation provided the employee is eligible for membership in the Association.

9:02 New employees hired under the terms of this agreement will be on probation for six (6) months or one hundred and 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 Association 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 twelve (12) continuous months; and
- (d) accept or transfer to a position with the Corporation which is outside the bargaining unit; except that upon returning to a position within the bargaining unit they will be credited with such seniority as had previously been attained in the bargaining unit.

9:05 Employees laid-off and placed on the re-call list shall continue to accrue seniority up to twelve (12) months during such period of lay-off.

9:06 Employees on full Long Term Disability benefit shall continue to accrue seniority for a period up to twelve (12) months following the date on which they became eligible for the benefit.

9:07 Part-time employees shall be credited with seniority in direct relation to their days worked.

ARTICLE 10

EDUCATIONAL LEAVE AND ASSISTANCE

10:01 Definitions:

10:01:1 "EDUCATIONAL LEAVE" means leave of absence "with" or "without" pay for purposes of engaging in a course.

10:01:2 "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.

10:01:3 “COURSE COSTS” means all expenses directly related to an employee’s involvement in a course such as tuition, books, registration fees, travelling and subsistence expenses.

10:01:4 “EDUCATIONAL ASSISTANCE” means financial assistance provided by the Corporation to an employee engaged in a course that does not require an absence from regular work duties.

10:02 Corporation Initiated Requests

10:02:1 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 and necessary travelling and subsistence expenses. Fees are to be paid by the Corporation when due.

10:02:2 Where a Corporation requested course of study requires that the employee be absent from work (educational leave), the employee shall continue to receive his full salary, as well as the payment of course costs.

10:03 Employee Originated Requests

10:03:1 Where the employee requests educational leave and/or assistance, the costs shall be shared on a pro-rated 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.

10:03:2 The criteria for determining the level of assistance to be granted are as follows:

- (a) Where educational leave is involved, a percentage of costs and salary are to be paid by the Corporation. Where no leave is involved, a proportion of course costs only are to be paid.
- (b) 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.
- (c) The portion of cost (determined as in b) to be

paid by the Corporation shall be established as by point totals in accordance with the following formula:

POINTS	RELATION TO JOB
0	— unrelated
1	— useful background but not directly related
2	— directly related

POINTS	BENEFIT PRIMARILY TO
0	— employee
1	— mutual advantage to Corporation and employee
2	— Corporation

POINTS TOTAL	% OF COSTS TO BE PAID BY CORPORATION
0	0
1	20%
2	50%
3	80%
4	100%

(d) 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 who request it.

10:03:3 Employees shall submit requests for educational leave and/or assistance to the Personnel Department indicating the nature of the course or program and the amount of financial assistance requested. Where the request is denied, the Personnel Department shall provide the employee with the reasons in writing.

10:03:4 The reimbursement of costs for Corporation approved courses will be made to the employee within thirty (30) days of receipt by the Personnel Department of evidence of successful completion of the particular course.

10:03:5 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

10:04:1 Educational leave shall not be construed as a

break in service. Annual vacation credits shall accrue and the employee shall be eligible for an increment on his anniversary date during the period of leave granted to a maximum of three (3) months.

10:04:2 The return in service commitment shall be twice the length of leave granted times the percentage of financial assistance granted. Where an employee defaults on his 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.

10:04:3 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 Association 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. For this agreement, the budget shall be a minimum of \$5,000 per annum.

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 train

ing, 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 employees' 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.

ARTICLE 12 RECRUITMENT AND PROMOTION

12:01 Vacancies for positions whether they be vacancies resulting from promotions, termination of employment, or new positions being created, shall be filled with present qualified employees who make application.

12:02 All position vacancies shall be posted for a period of at least five (5) full working days at each work location except Claims Centre No. 4 where postings will be for at least four (4) working days.

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.

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 Association of the reason therefore in writing.

12:05 Except for Management Committee positions, 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 and Clerk Typist I vacancies.

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

12:08 Corporation employees employed in Thompson, Flin Flon or The Pas shall be given preference, by way of a lateral transfer to a position vacancy. ~~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 seeking promotion. To be qualified to apply for transfer, an employee must be certified in his classification in accordance with Article 15 of the collective agreement and must have been employed at his work location for a minimum of three (3) years.

12:08:1 Should position vacancies occur by the application of the provisions of Article 12:08 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 lateral transfer.

12:09 Employees who make application for a lateral transfer may be considered for a position vacancy provided the employee has more seniority than the employee seeking promotion.

12:10 The Corporation shall make selections for promotion from existing employees on the basis of ability and work performance in that order. Where applicants have similar ability and work performance ~~the most senior applicant shall be~~ selected.

12:11 To be considered ~~qualified~~ ^{27A-F} an applicant must meet the minimum requirements for the position as set out in the class specifications.

12:12 The Corporation shall have the right to ask for proof of medical fitness, academic qualifications, and any other qualifications and/or certificates deemed advisable by the Corporation.

12:13 If a vacancy is not filled after the application of the above procedure, the Corporation may fill the vacancy by temporary appointment and/or may re-post the vacancy at some subsequent date.

12:14 In the event qualified employees do not make application, the Corporation may then proceed to hire qualified persons who are not presently employed by the Corporation.

12:15 Within twenty (20) 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.

12:16 When an employee submits an application for a posting for which he was not successful, the Corporation shall give the full reasons therefore in writing upon request by the employee.

ARTICLE 13 MEDICAL REQUIREMENTS

13:01 At the Corporation's request, an applicant, or an employee seeking promotion or transfer, may be required to have a physical and/or psychiatric examination from a duly qualified examiner. 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 he 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 Association 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 examinations 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.

8/1/20

ARTICLE 14 PROBATION

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

14:02 At any time during the period that any 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 his probationary period extended by the total number of days he is 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 Section 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) 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 his assessment period and the required improvement has not been demonstrated the employee will revert to his former or similar position at a salary equivalent to that had he not been promoted.

15:04:1 Employees who are reverted per the provisions of 15:04 shall not be eligible for promotional consideration to the class from which reverted for a period of six (6) months.

15:05 Where a newly hired employee's performance has been unsatisfactory during his 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.

15:05:1 Where a newly hired employee is not certified in his class and the Corporation finds alternate employment per the provisions of 15:05 the employee shall not be eligible for promotional consideration to the class from which reverted for a period of six (6) months.

15:06 A permanent employee who is transferred by the Corporation to another position in the same classification shall not be required to serve an additional assessment period, but where applicable, he shall complete his assessment period while serving in the new position.

15:07 An employee who voluntarily transfers either by personal request or in a vacancy competition while the employee is still under assessment, shall be required to pass a new period of assessment for the class as set out in 15:09.

15:08 An employee who has successfully completed his probationary period, as provided in Article 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 he is absent. Notice of extension of assess-

ment under this section shall be given to the employee in writing.

15:09 Each class with the Corporation shall have an assessment period of twelve (12) months except that the following classes shall carry an assessment period of six (6) months:

- Clerk I, II, III, IV
- Clerk Typist I, II, III, IV
- Legal Typist
- Accounting Clerk I, II
- Audit Clerk I, II
- Data Entry Operator Trainee
- Data Entry Operator
- Senior Data Entry Operator
- Computer Operator I, II
- Clerk II Receiver
- Order Clerk
- Dispatcher (Clerk IV)
- Caretaker
- Salvage Compound Caretaker
- Yardman**
- Tow Truck Operator

15:10 Notwithstanding the provisions of Clause 15:09 above, an employee who is originally recruited in the Adjuster Trainee class or Underwriter Trainee class, and subsequently placed in the Adjuster I class or Underwriter I class, shall serve a combined assessment period in both classes of eighteen (18) months.

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 Association.

ARTICLE 16 LAY-OFF

16:01 Both parties recognize that job security should

increase in proportion to length of service. Therefore, in the event of a lay-off, 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 Association of the proposed reduction and the jobs affected as soon as possible. 46

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

16:04 Employees laid-off shall be placed on a re-employment list, with a copy furnished to the Association, and shall be called back to work as required beginning with the most senior employee and descending from there. 27

16:05 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 filed by the 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 greater, the employee is deemed to have resigned.

16:06 By written agreement an employee who is permanently laid-off may elect to terminate and receive severance pay to which he may be entitled. In any case, the employee shall automatically be terminated after twelve (12) months of continuous lay-off at which time he will be paid severance pay to which he is entitled. 1
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16:07 An employee terminated under the provisions of 16:06 shall be entitled to severance pay at the minimum of one (1) week's pay for each year of service or portion thereof, to a maximum of one (1) year's pay. The rate of pay referred to in this section shall be that in effect at the time of lay-off. No employee shall receive less than four (4) weeks severance pay regardless of his length of service with the Corporation.

ARTICLE 17
BUMPING RIGHTS

17:01 Subject to the provisions of 17:02 any permanent employee who is subject to lay-off may bump a less senior employee from an equivalent or lower class for which he possesses the minimum requirements and the ability to perform the job.

17:02 Permanent employees employed in Winnipeg will not be permitted to bump less senior employees in work locations outside of Winnipeg.

17:03 Permanent employees who are bumped under the foregoing provision may in turn exercise their seniority to bump other employees in accordance with Article 17:01.

17:04 Employees who bump laterally or to a lower level job, will be paid at the step in the new position which is closest to their then current pay on such movement along with increases on their appropriate anniversary dates provided, however, that they will not receive a salary which is higher than the maximum of the lower level jobs.

17:05 Employees who accept the lower level position under this Article shall have the right to reinstatement in their former position, 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. The employee shall be reinstated at the step he had attained in his former classification.

ARTICLE 18
DISMISSAL

18:01 When an employee is dismissed, the Manager of his department shall give written notice of dismissal to the employee of at least ten (10) working days before the date on which the dismissal is to be effective. Such notice shall state the reason(s) for dismissal.

18:02 Notice or payment in lieu of notice shall not apply in the case of an employee who is dismissed for a major **misdemeanor**, provided that the provisions of the Employment Standards Act shall not be contravened.

18:03 No permanent employee may be dismissed from the employ of the Corporation without just cause.

**ARTICLE 19
TERMINATION**

19:01 Unless otherwise specified in this agreement, when a permanent employee's services are to be terminated, a minimum of twenty (20) working days notice in writing shall be given by the Corporation.

19:02 Employees on probation and temporary employees will be given a minimum of ten (10) working days notice in writing of termination.

19:03 The Corporation shall not terminate an employee who is on Workers' Compensation or a Long Term Disability without consultation and agreement of the Association.

**ARTICLE 20
RESIGNATION**

20:01 An employee who resigns from the Corporation shall give at least ten (10) working days notice in writing, and in default of such notice, an employee may be required to forfeit monies due to him.

20:02 Notice of resignation shall be in writing and shall be forwarded to the department manager or person designated to accept such notice.

20:03 An employee may, with the approval of the Corporation, withdraw his notice of resignation at any time before his resignation becomes effective.

**ARTICLE 21
LEAVE OF ABSENCE WITHOUT PAY**

21:01 Leave of absence without pay may for valid reasons be granted by the Corporation. Requests for such leave shall be submitted to the Personnel Department for consideration.

21:02 Employees suffering from long illness shall be granted indefinite leave of absence without pay when all sick leave credits have been expended.

21:03 Except as otherwise provided in this agreement, when on leave without pay including maternity leave, 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.

21:03:1 For calculation purposes those employees who receive **authorized** leaves of absence without pay shall have their increment date advanced on the following basis:

- (a) absences of one (1) to twenty-two (22) accumulated working days — no change.
- (b) absences from twenty-three (23) to forty-four (44) accumulated working days — one (1) month advance.
- (c) absences from forty-five (45) to sixty-six (66) accumulated working days — two (2) months advance.
- (d) absences from sixty-seven (67) to eighty-eight (88) accumulated working days — three (3) months advance.
- (e) employees away for more than eighty-eight (88) accumulated working days will have their annual increment date extended on a pro-rated basis as indicated above.

21:03:2 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 his new increment date, whichever is greater at which time the total accumulation be reduced to zero.

21:04 Employees shall be granted up to one (1) day leave without pay per year for the purpose of moving from one residence to another.

21:05 MATERNITY LEAVE

21:05:1 A permanent full time employee who qualifies for Maternity Leave may apply for such leave in accordance with either Plan A or Plan B, but not both.

PLAN A

21:05:2 In order to qualify for Plan A, a pregnant employee must:

- (a) have completed twenty-six (26) full weeks of service with the Corporation.
- (b) 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
- (c) provide the Corporation with a certificate of a duly qualified medical practitioner certifying that she is pregnant and specifying the estimated date of her delivery.

21:05:3 An employee who qualifies is entitled to and shall be granted maternity leave without pay consisting of:

- (a) a period not exceeding twenty (20) weeks if delivery occurs on or before the date of delivery specified in the certificate mentioned in Section 21:05:2(c), or
- (b) 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 Section 21:05:2(c) and the actual date of delivery, if delivery occurs after the date mentioned in that certificate;
- (c) The Corporation may vary the length of maternity leave upon proper certification by the attending physician.

21:05:4 Providing that she returns to work within the leave provisions of 21:05:3 she shall be placed in the same or like position at the same rate of pay.

21:05:5 The Corporation shall have the right to terminate an employee who exceeds the provisions of Article 21:05:3 unless an extension has been granted under 21:05:3(c).

PLAN B

21:05:6 Effective the latter of:

- (a) the bi-weekly pay period following the date of signing, or

- (b) the date of a Supplementary Employment Benefit Plan (SUB) is approved for implementation by the Canada Employment and Immigration Commission (C.E.I.C.)

and limited to maternity leaves commencing on or after that date, the provisions of Plan B will come into effect.

21:05:7 In order to qualify for Plan B a pregnant employee must:

- (a) have completed twelve (12) continuous months of service for or with the Corporation;
- (b) 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;
- (c) provide the Corporation with a certificate of a duly qualified medical practitioner certifying that she is pregnant and specifying the estimated date of her delivery;
- (d) provide the Corporation with proof that she has applied for Unemployment Insurance benefits and that C.E.I.C. has agreed that the employee has qualified for and is entitled to such Unemployment Insurance benefits pursuant to Section 30, Unemployment Insurance Act, 1971.

21:05:8 An applicant for Maternity Leave under Plan B must sign an agreement with the Corporation providing that:

- (a) she will return to work and remain in the employ of the Corporation on a full time basis for at least six (6) months following her return to work, and
- (b) she will return to work on the date of the expiry of her maternity leave unless this date is modified by the Corporation, and
- (c) should she fail to return to work as provided under (a) and/or (b) above, she is indebted to the Corporation for the **full** amount of pay received from the Corporation as a maternity al-

lowance during her entire period of maternity leave.

21:05:9 An employee who qualifies is entitled to maternity leave consisting of:

- (a) a period not exceeding seventeen (17) weeks if delivery occurs on or before the date of delivery specified in the certificate mentioned in Section 21:05:7(c), or
- (b) a period of seventeen (17) weeks plus an additional period equal to the period between the date of delivery specified in the certificate mentioned in Section 21:05:7(c) and the actual date of delivery, if delivery occurs after the date mentioned in that certificate.
- (c) the Corporation may vary the length of maternity leave upon proper certification by the attending physician and approved by the Corporation.

21:05:10 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:

- (a) for the first two (2) weeks an-employee shall receive 93% of her weekly rate of pay;
- (b) for up to a maximum of fifteen (15) additional weeks, payments equivalent to the difference between the U.I. benefits the employee is eligible to receive and 93% of her weekly rate of pay;
- (c) all other items as may be provided under Section 21:05:9 shall be on a leave without pay basis.

21:05:11 The Corporation shall have the right to terminate an employee who exceeds the provisions of Article 21:05:9 unless an extension has been granted under 21:05:9(c).

21:05:12 Plan B does not apply to temporary, casual or part-time employees or employees subject to lay-off.

21:05:13 During the period of maternity leave, sick leave and benefits will not accrue.

21:05:14 Sections 34(1.1) through 34(1.9) inclusive of the Employment Standards Act respecting maternity leave shall apply "**mutatis mutandis**".

21:06 LEAVE OF ABSENCE RESPECTING ELECTIONS

21:06:1 The Corporation recognizes the right of an employee to participate in public affairs and therefore upon written request to the General Manager, the Corporation 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, he 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, he shall be granted leave for a period of not more than three (3) months.

21:07 Where an employee has been granted leave of absence without pay under any provision of this agreement, he shall be placed in the same position or like position and at the same step in the pay range he was at prior to his leave taking.

**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 summoned for jury duty or who receives a summons or subpoena to appear as a witness in a court proceeding other than a court proceeding occasioned by the employee's private affairs. 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 **funeral** as a pallbearer
- (b) attend formal hearing to become a Canadian citizen
- (c) full period of any quarantine provided the

employee has not been infected by such illness that results in quarantine.

- (d) attending to serious family matters involving critical illness or injury to immediate family members requiring the immediate attention of the employee.

22:03 An employee shall be granted compassionate leave for a period of up to three (3) working days without loss of salary in the event of the death of an employee's immediate family.

22:04 For the purpose of granting compassionate leave, immediate family is defined as father, mother, brother, sister, spouse, child or ward of the employee, father-in-law, mother-in-law, or relative permanently residing at the employee's household or with whom the employee is permanently residing.

22:05 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, son-in-law, daughter-in-law, brother-in-law or sister-in-law.

22:06 Additional compassionate or special leave up to a maximum of two (2) working days without loss of salary, requested for the purpose of attending a funeral at a distance, may be granted at the discretion of the department manager.

22:07 For other purposes, special leave with pay may be granted at the discretion of the Corporation.

22:08 In the event of a disagreement with the department manager as to an employee's eligibility, the Personnel Manager shall deliver a ruling without delay.

22:09 PATERNITY LEAVE

A manager shall grant up to one (1) day leave with pay to a male employee to attend the needs directly related to the birth or adoption of his child. Such leave may be granted on the day, or the day following, the birth, or his wife's admission to or discharge from hospital, or the day of adoption.

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**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 (1 ¼) 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 shall "bank" hours during the winter months by working an additional one-half (½) hour per day, sufficient to accumulate leave equal to a maximum of five (5) working days to be taken during the period as specified in 23:02:2.

23:02:1 Employees shall accumulate five (5) days leave by banking one-half (½) hour per day commencing the first scheduled working day in January and continuing for seventy-three (73) working days during the eighty-eight (88) working day period following. Employees at Inventory Control, **Brandon Underwriting (A & P.L.)** and 330 Graham Avenue, excepting employees in Bodily Injury Claims Department, General Lines Claims Department, Legal and Claims Managers Department, will accumulate banked hours by extending normal hours from 4:30 p.m. to 5:00 p.m. All other departments will accomplish banking by reducing the lunch period to forty-five (45) minutes.

23:02:2 Accumulated leave shall be taken at a time mutually agreeable to the employee and the department manager during the period May 1 through November 15th inclusive. It is **recognized** that the clear intent and purpose of the bank time provisions is to provide time to employees to be **utilized** for weekend recreational purposes or personal reasons. Payment in lieu of bank time will only be made in rare and exceptional circumstances where it is clearly evident that acceptable time off cannot be arranged. Banked time not received during this period will be paid out at time and one-half (1½ ×).

23:02:3 The banked hours scheme does not apply to forty (40) hour per week shift employees or employees work-

ing in Claims Centre No. 4 (**Pembina at Garwood**).

23:03 Employees in the following positions shall work five (5) consecutive days with two (2) consecutive days off or any other shift schedule mutually agreeable to the Corporation and the employees affected.

Computer Operator I, II

Receivers

Security Personnel

Other employees or group of employees mutually agreed upon.

23:03:1 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.

23:04 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; this does not apply during overtime.

23:05 Notwithstanding Section 23:01 the normal hours of work for the employees located at Centre No. 4 (**Pembina at Garwood**) shall be 9:00 a.m. to 7:00 p.m. Monday through Thursday, with a one (1) hour and fifteen (15) minute lunch break.

23:05:1 Where a holiday falls on a Friday, the employees shall be granted a day off in lieu thereof, at a time mutually agreeable within thirty (30) days of the holiday. If a suitable day cannot be arranged within the thirty (30) day period, the employee shall be paid one and one-half (1½ x) his regular pay in lieu of the holiday.

23:05:2 The **Pembina at Garwood** Claims Centre shall be open to the public 9:00 a.m. to 6:30 p.m. Monday through Thursday.

23:06 In the event of an emergency, employees may be required to work beyond normal hours only on the authorization of the General Manager or acting General Manager. All other work beyond normal hours shall be on a voluntary basis.

23:07 Employees working a shift commencing prior to

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7:00 a.m. or terminating after 8:00 p.m. shall receive a shift differential of four dollars (\$4.00) per eight (8) hour shift.

23:08 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 thirty (30) days of the holiday. If a suitable day cannot be arranged within the thirty (30) day period, the employee shall be paid one and one-half times (1 ½ x) his regular daily pay in lieu of the holiday.

23:09 Notwithstanding any other provision set forth in this or any other clause relating to hours of work, both parties agree that the Corporation shall have the authority to stagger the hours of work for employees engaged in security duties and emergency salvage operations.

23:10 The Association recognizes that the Corporation may require greater flexibility in working hours for the purpose of extending claims service to the general public in Winnipeg and therefore agrees that during the term of this agreement the Corporation may submit proposals that would allow the Corporation to vary the hours of work to provide such extended service. Until such time as an agreement has been reached and the variance of hours is introduced, all Claims Centres in Winnipeg will operate within the hours and schedules prescribed in the previous provisions of this Article.

ARTICLE 24 OVERTIME

24:01 Every employee, excepting Claims Supervisors, who works beyond their normal hours on any scheduled day as outlined in Article 23 shall be paid for such additional hours of work at a rate of pay which is one and one-half times (1 ½ x) his regular hourly pay; but no overtime payment shall be made for periods of work that are fifteen (15) minutes or less.

24:01:1 The Corporation shall have the right to schedule overtime for Claims Supervisors where necessary. All hours worked by Claims Supervisors in excess of their

normal working hours shall be paid on a straight time basis except no overtime payment shall be made for periods of work that are fifteen (15) minutes or less.

24:02 Every employee who works on his first scheduled day of rest shall be paid for the first four (4) hours of work at a rate of pay which is one and one-half times ($1\frac{1}{2} \times$) his regular hourly pay and for all hours in excess of four (4) hours he shall be paid at a rate of pay which is two times ($2 \times$) his regular hourly pay.

24:03 Every employee who works on his second and/or third scheduled day of rest, shall be paid for such hours at a rate of pay which is two times ($2 \times$) his regular hourly pay.

24:04 If an employee works for any portion of a holiday, he shall, in addition to receiving two times ($2 \times$) his regular pay for the time worked on the holiday, be granted his choice of a day's pay or a day off in lieu thereof, at a time mutually agreeable. If a suitable day off cannot be agreed upon-within thirty (30) days of the holiday, the employee shall be paid for such day at the regular rate of pay.

24:05 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.

24:06 If an employee is called back to work, he will be reimbursed for a minimum of three (3) hours overtime at the applicable overtime rate.

24:07 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.

24:08 A meal allowance of five dollars and ninety cents (\$5.90) shall be paid by the Corporation where an employee is in attendance to his work position for three (3) or more hours immediately beyond his normal work day. Overtime rates are not applicable to any meal break granted during this overtime period.

**ARTICLE 25
VACATIONS**

25:01 The vacation accrual and utilization year shall be from the beginning of the first day of April of one year to the thirty-first day of March of the following year.

25:01:1 Each employee who completes one (1) year of service by March 31st shall be eligible for vacation leave for a period of three (3) weeks in the vacation year following.

25:01:2 An employee shall, in the vacation year in which she completes five (5) years of service, and in each succeeding vacation year, receive four (4) weeks vacation leave.

25:01:3 An employee shall, in the vacation year in which she completes sixteen (16) years service, and in each succeeding vacation year, receive five (5) weeks vacation leave.

25:01:4 An employee shall, in the vacation year in which she completes twenty-six (26) years service, and in each succeeding vacation year, receive six (6) weeks vacation leave.

25:01:5 Employees who are granted vacation leave in accordance with 25:01:2, 25:01:3, or 25:01:4 but who terminate their employment prior to the completion of their fifth (5th), sixteenth (16th) or twenty-sixth (26th) year of service, will have such over-payment of vacation pay deducted from their final pay cheque.

25:02 An employee with less than one (1) year service by March 31st will be entitled to a vacation on a pro-rated basis in direct relation to the amount of time employed with the Corporation.

25:03 Vacation leave may not be taken without permission of the Corporation and it shall normally commence on a Monday.

25:03:1 At the request of the employee, two (2) weeks prior to commencement of such leave, the Corporation shall advance pay cheques falling due during the employee's vacation period.

25:03:2 With the approval of the Corporation, vacation credits may be carried forward to the next year.

25:04 Vacation credit earned will be increased to the next higher half ($\frac{1}{2}$) if odd fractions of vacation days are accumulated.

25:05 Pay will be granted in lieu of vacation on separation from the Corporation. The payment will be on a prorated basis and will reflect the unused vacation credits outstanding for the employee. Where for any reason other than death, an employee leaves the service after having been granted more vacation leave than he has earned in accordance with this agreement, he shall repay to the Corporation all salary paid for such excess period of leave.

25:06 Where the Corporation finds it necessary to restrict the whole or part of the vacation leave of an employee, it may authorize payment of salary in lieu of vacation, 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 Subject to operational requirements, employees in a work location and/or department will be granted preference for vacation leave based on seniority by classification.

25:08 When an employee is absent due to injuries or disabilities for which compensation is paid under the Workers' Compensation Act, he shall continue to earn vacation credits to the end of the vacation year in which the injury or disability occurred.

25:09 When an employee is residing in Thompson, Flin Flon or The Pas and has earned eight (8) or more days of vacation credits in a vacation year, he shall be eligible in each vacation year, to receive up to a maximum of two (2) days travel time. Such time shall be added to his earned vacation and will be granted to the employee once per vacation year.

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**ARTICLE 26
HOLIDAYS**

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

- (a) New Year's Day (h) Thanksgiving Day
- (b) Good Friday (i) Remembrance Day
- (c) Easter Monday (j) Afternoon of December 24th
- (d) Victoria Day (k) Christmas Day
- (e) Dominion Day (l) Boxing Day
- (f) Civic Holiday (m) additional proclaimed
- (g) Labour Day . Federal or Provincial holiday(s)

26:02 To be eligible for such holidays, the employees:

26:02:1 Must have earned wages for part or all of each day of at least fifteen (15) days during the thirty (30) calendar days immediately preceding the holiday week.

26:02:2 Must have worked the last working day before or the first working day after the holiday unless the employee is on authorized leave of absence with pay.

26:03 Where a holiday falls within an employee's period of vacation, an additional day vacation shall be granted except when Remembrance Day falls on a Saturday or Sunday.

26:04 Where the twenty-fourth of December falls on a day other than a Saturday or Sunday, Corporation offices shall be closed at one o'clock in the afternoon on that day and that day shall be considered a full working day for the purposes of calculations. There shall be no lunch break taken prior to 1:00 p.m. When Christmas is observed on a Friday in accordance with 26:06 hereof, the afternoon of December 24th shall be observed on the afternoon of Thursday, December 23. When December 24th falls on a Saturday or Sunday, there will be no provision for alternate time.

26:05 When a holiday falls on a Saturday or Sunday it shall be observed on the following Monday. Remembrance Day will only be observed as a Corporate Holiday when it occurs on a scheduled working day.

26:06 Where holidays fall on a Saturday and Sunday the holidays will be observed on the Friday preceding and the Monday following.

26:07 Notwithstanding the previous provisions of this Article, employees **working at 1075** Portage Avenue will observe their holidays on the same day as the Civil Servants working at **1075** Portage Avenue.

ARTICLE 27
SICK LEAVE

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

27:02 The sick leave to which an employee is entitled shall accumulate at the rate of one and one-half (1½) days per month.

27:03 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 his duties, the employee, if he so elects shall be paid an additional amount, which when combined with the compensation allowance, shall ensure the maintenance of his regular salary less his 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 payments shall be payable until the employee's accrued sick leave credits have been exhausted.

27:04 An **employee** appointed on the **first** working day of the month shall accumulate sick leave credits from that date. An employee appointed on any date other than the first working day of the month shall accumulate sick leave credits from the first of the month following the date of his appointment.

27:05 In this Article, a year means the period from and including April 1 to and including March 31, following.

27:06 Sick leave shall not accumulate during periods when an employee is absent on sick leave for a period more than twenty-two (22) consecutive working days.

27:07 Where an employee is absent because of sickness or injury he shall endeavour to notify his manager or his immediate supervisor of his 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.

27:08 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 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.

27:09 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 employees 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.

27:10 The Corporation sick leave plan does not include leave of absence for pregnancy. Absence due to pregnancy shall be subject to provisions of Article **21 :05**.

27:11 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.

27:12 If an employee is sick while on vacation and confined to a hospital, bed or wheelchair for a period of five **(5)** or more consecutive days on the written instructions of a duly qualified medical practitioner, and provided the employee notifies his department manager of the illness immediately following the five **(5)** days confinement, or

sooner if **practicable**, the Corporation shall permit the period of the illness to be charged to any **existing** unused sick leave credits. The Corporation will arrange for re-scheduling of the number of days charged to unused sick leave as vacation at an alternate time.

27:13 Misuse of sick leave shall be regarded as a major **misdemeanor**.

27:14 The Corporation will administer and finance the Long Term Disability Plan. Any changes to the plan will only be implemented by mutual agreement by the parties hereto.

27:14:1 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 **L.T.D.** premiums paid by the Corporation until such time they are eligible to commence receipt of benefits from the plan.

27:14:2 Employees on voluntary leave of absence without pay, where eligible, will be allowed to continue payment of premiums for **L.T.D.** provisions at their own cost.

27:14:3 Notwithstanding the provisions of **27:14:2** the Corporation will continue to pay premiums on behalf of an employee who is on leave of absence without pay to a maximum of twenty-two (**22**) consecutive working days for each leave taken.

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 two-week 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-week rate divided by ten (10) and multiplied by the number of days worked. The employee shall also be paid for any statutory holiday falling within the period for which he is eligible.

29:03 In the case of Claims Centre No. 4 the salary will be paid on the second Thursday. In the event of an employee not working a full pay period the calculations of earnings shall be based on the two-week rate divided by eight (8) and multiplied by the number of days worked. The employee shall also be paid for any statutory holiday falling within the period for which he is eligible.

29:04 An employee's salary effective the date of his promotion, shall be increased to the step in the new pay range next higher than his current rate of pay. If such increase is less than the equivalent of a full incremental step, his salary shall be increased to the next higher step in the pay range for his position.

29:05 Except as provided in 29:05:1 an employee shall be entitled to an increment, on his increment date.

29:05:1 Annual increments as set out in Article 29:05 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 his performance at some subsequent date he will regain his 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.

29:06 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.

29:07 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 his increment date, provided his performance is satisfactory to the Corporation.

29:08 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 range of the employee receiving the increase, and shall be granted only once each year.

29:09 Upon promotion where an employee receives at least two (2) full increments, an employee's increment date shall become the first day of the month following such promotion.

29:10 An employee who voluntarily or involuntarily demotes to a lower level position for which he is qualified shall be placed at the step in the salary range of the lower level position equivalent to that which he would have attained had he not been promoted. His increment, upon demotion, will be re-established to the date prior to promotion.

ARTICLE 30
TEMPORARY APPOINTMENT TO
HIGHER DUTIES

30:01 Where an employee in one class is required to perform the duties and responsibilities of a higher class for a cumulative period exceeding sixteen (16) working days in any calendar year, he shall be paid at the rate of pay in the higher class for the excess period which rate shall exceed his present salary by at least one full increment.

30:02 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 full increment greater than his rate of pay in the lower class.

Such appointments shall not exceed six (6) months in duration.

30:03 Notwithstanding the provisions of 30:02, in cases where an employee is appointed to fill a temporary vacancy due to the absence of the incumbent, the period of appointment may exceed six (6) months.

30:04 An employee on temporary appointment as provided in 30:02 and 30:03 will receive increments on the basis of their pay in the lower class; however, their rate of pay in the higher class will be adjusted to maintain the full increment differential.

30:05 If the Corporation decides to make a temporary appointment in accordance with the provisions of Article 12:13 the selection of the employee shall be in accordance with the provisions of Article 12:10.

30:06 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.

**ARTICLE 31
SEVERANCE PAY**

31-2110

31:01 Employees with ten (10) or more years of continuous employment and who retire or die, shall be entitled to severance pay in the amount of one week's pay for each complete year of service or pro-rated portion thereof.

31:02 The rate of pay referred to in this section shall be that in effect at the time of retirement or death.

31:03 Retirement is defined in accordance with the provisions of the Civil Service Superannuation Act.

**ARTICLE 32
NORTHERN ALLOWANCE**

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

Personnel with Dependents: \$185.00 per four weeks
Single Personnel: \$135 per four weeks

4

Effective October 1, 1986, the above rates will be increased by the same percentage increase as the October 1, 1986 wage adjustment, rounded to the nearest dollar.

32:02 Eligibility for the above allowances shall be based on the employee's claim for personal exemptions as certified in the employee's Tax Deduction Return (TD1) and filed with the Corporation.

ARTICLE 33
CLASS SPECIFICATIONS

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 class specifications for each class of position shall be provided.

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 person.

33:04 "CLASS SPECIFICATION" is a written description of the typical principle duties of a class, the significant knowledges, abilities, level of responsibility, degree of complexity and skills and the qualifications required to perform the duties of the position.

33:05 Where the Corporation wishes to establish a new class or amend an existing class, the Corporation shall submit to the Association written notice of the proposed new or amended class together with a written class specification and the proposed wage rate. The Corporation and the Association shall meet for the purpose of negotiating the rate of pay for the class in question.

33:06 Each employee shall, upon request to his supervisor, receive a class specification for his (the employee's) position.

33:07 The Corporation agrees to allow the Association to submit proposals with respect to the amendment of an existing class or the establishment of a new class.

33:08 Within sixty (60) calendar days the Corporation shall review and respond to the Association's proposals. Where the Corporation's response is satisfactory to the Association the matter will be referred pursuant to 33:05 of this agreement. In the event the Corporation's response is not satisfactory to the Association the matter will be referred as per Articles 33:09 and 33:10.

33:09 Within thirty (30) calendar days a committee consisting of three (3) Association representatives and three (3) Corporation representatives will be established to review and make recommendations with respect to the proposal.

33:10 A unanimous decision of this committee will be referred to both parties for negotiations under the provisions of Article 33:05.

ARTICLE 34 RECLASSIFICATION

34:01 Where an employee or the department manager feels that a position is incorrectly classified, he may apply to the Personnel Department for a review of the duties.

34:02 The Personnel Department will audit the position and shall within forty-five (45) calendar days of application, notify the applicant in writing of the results. Time limits may be extended by agreement between the employee, the Corporation and the Association.

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 Personnel 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 Association 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 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 his 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 his present classification, and he is placed in that higher classification, then his rate of pay for that higher classification shall become effective on the date on which he first submitted his request.

**ARTICLE 35
EMPLOYEE REPORTS**

35:01 Disciplinary Reports

Any written report concerning disciplinary action shall be shown to the employee concerned and he shall be requested to sign the report indicating he has 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 his own records.

35:01:1 Prior to any disciplinary action being taken, the Corporation will advise the employee of his right to have Union representation. If the employee chooses not to be represented, disciplinary action shall proceed. If the em-

ployee chooses representation, such representation will be provided within four (4) hours. Where representation is not available within four (4) hours, a longer period of time may be mutually agreed upon by the Corporation and the employee. The Corporation shall proceed with disciplinary action should the employee fail to provide representation within the time limit specified or mutually agreed upon.

35:01:2 An employee, or with the written consent of an employee, any staff member of the Association, shall, by appointment during working hours, have the right to examine any disciplinary reports held by the Corporation concerning the employee's employment with the Corporation.

35:01:3 An employee shall have the right to grieve for the removal from his personnel file any disciplinary report within five (5) working days of becoming aware of such report.

35:01:4 Any disciplinary report which may have been placed on the personnel file of an employee shall be removed from the file and destroyed after five (5) years has elapsed since the disciplinary action was taken, provided there has been no recurrence of a similar nature.

35:02 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 his own comments on the form or to append his 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 his own records on request.

35:02:1 An employee, or with the written consent of an employee, any staff member of the Association, shall by appointment during working hours, have the right to ex-

amine any and **all** employee performance appraisal reports held by the Corporation concerning the employee's employment with the Corporation.

35:02:2 Where an employee feels that the appraisal of his performance is unfair, the employee shall have the right to grieve for an amendment to the performance appraisal. Such grievances shall be initiated within ten **(10)** working days of the employee being made aware of the results of the performance appraisal and will be initiated at Step 2 of the grievance procedure.

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 Association 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 an Association 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 **misin-**

terpretation 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 his 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 Association representative may clarify the written description of the grievance without changing its substance.

37:07 "POLICY GRIEVANCE" means a grievance presented by the Association. Such grievances shall be instituted at Step 2.

37:08:1 STEP 1

Within ten (10) working days after the date which he was notified orally or in writing, or on which he first became aware of the action or circumstances giving rise to the grievance, the employee, or Association steward shall present the grievance to the Office Manager or the person authorized, to accept a grievance. The Manager or person authorized, shall forthwith issue a receipt for same and shall discuss the matter with a view to resolving the issue. The Office 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.

37:08:2 STEP 2

Where the decision in Step 1 is unsatisfactory to the aggrieved employee, the employee or steward, shall within ten (10) working days of the receipt of the decision in Step 1, or if no decision is received within the time limit specified, present the grievance to the Personnel Manager or person authorized, by Registered Mail, who shall issue a receipt for same. From the date of such issue

of the receipt the Personnel Manager shall within ten (10) working days, hold a hearing and discuss the matter with the employee and/or Association steward and/or Association representative, and issue his decision in writing to the employee, with copies to the Association steward and Association representative.

37:08:3 STEP 3

Where the decision of the Personnel Manager is unsatisfactory to the aggrieved employee, the employee and/or Association 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 Registered Mail, to the General Manager of the Corporation. The General Manager or person authorized shall issue a receipt for same. From the date of issue of the receipt the General Manager shall within ten (10) working days hold a hearing and discuss the matter with the employee and/or Association representative and issue his decision in writing within five (5) working days of the hearing to the employee with a copy to the Association representative.

37:08:4 STEP 4

If the decision of the General Manager is not acceptable, the dispute may be referred to Arbitration within ten (10) working days of the decision in Step 3.

37:09 In the case of the dismissal or suspension of an employee, the employee shall present his grievance in writing within five (5) working days to Step 2 of the grievance procedure.

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.

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:

- Modesty of dress
- Good deportment
- Punctuality and attendance
- Ethical behavior
- Satisfactory office behavior
- Satisfactory response to authority
- Civil response to the public
- Satisfactory staff relationships

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

APPENDIX "A" — PAY PLAN

CLASSIFICATION ADJUSTMENT

Effective the date of signing of this Agreement, the Corporation shall increase the existing annual rates of pay (1984-86 Agreement) by two percent (2%).

Example #1	1	2	3	4	5	6
Clerk II	15,043.00	15,701.00	16,348.00	16,991.00	17,712.00	18,480.00
	× 2%	× 2%	× 2%	× 2%	× 2%	× 2%
Add	300.86	314.02	326.96	339.82	354.24	369.60
*Adjusted Rates	\$15,344	\$16,015	\$16,675	\$17,331	\$18,066	\$18,850
Example #2						
Adjuster I	21,074.00	22,054.00	23,068.00	24,157.00	25,261.00	26,428.00
	× 2%	× 2%	× 2%	× 2%	× 2%	× 2%
Add	421.48	441.08	461.36	483.14	505.22	528.56
*Adjusted Rates	\$21,495	\$22,495	\$23,529	\$24,640	\$25,766	\$26,957

WAGE ADJUSTMENTS

Effective Oct. 1, 1985 and following the calculation of the Classification Adjustment, the Corporation shall increase the annual rates of pay by three percent (3%).

Example #3	1	2	3	4	5	6
Clerk II	15,344.00	16,015.00	16,675.00	17,331.00	18,066.00	18,850.00
(Adjusted)	× 3%	× 3%	× 3%	× 3%	× 3%	× 3%
Add	460.32	480.45	500.25	519.93	541.98	565.50
*New Rates	\$15,804	\$16,495	\$17,175	\$17,851	\$18,608	\$19,416
Example #4						
Adjuster I	21,495.00	22,495.00	23,529.00	24,640.00	25,766.00	26,957.00
(Adjusted)	× 3%	× 3%	× 3%	× 3%	× 3%	× 3%
Add	644.85	674.85	705.87	739.20	772.98	808.71
*New Rates	\$22,140	\$23,170	\$24,235	\$25,379	\$26,539	\$27,766

*Rounded up to the nearest dollar (.50 = 1.00)

38:02 Either party, within ten (10) working days of receipt of a final decision by the other party, 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.

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 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 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:

Modesty of dress
Good deportment
Punctuality and attendance
Ethical **behavior**
Satisfactory office **behavior**
Satisfactory response to authority
Civil response to the public
Satisfactory staff relationships

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 his 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 Association 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, 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 Association, 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 Association 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 Association shall appoint three (3) members (one of whom shall be the Chairman of the M.P.I.C. 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 Association staff will be in attendance at all meetings of the Committee.

41:04 Each party shall appoint a spokesman 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 Association or its members or the Corporation to any decisions or conclusions reached in their discussions. The co-chairmen 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
GENERAL PROVISIONS

42:01 The Corporation agrees that all persons are entitled to equal employment opportunity and shall not dis-

criminate against the employees or applicants for employment because of race, creed, colour, national origin, age, sex, marital status, political affiliation or religious beliefs.

42:02 For employees transferred directly from the Motor Vehicle Branch of the Province of Manitoba on April 1, 1973 the Corporation agrees to recognize any sick leave credited to the employee on that date and all years of service with the Province in calculating benefits under the terms and provisions of this agreement.

42:03 No employee will be required by an involuntary transfer to work at Claims Centre No. 4. Staffing of Claims Centre No. 4 will result from a competition on a job posting or by an employee's request for a lateral transfer.

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 Association with as much notice as possible of the 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 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 Association may meet with the Corporation to review and/or negotiate provisions into the agreement which are related to the affects 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 appointees so selected shall within fifteen (15) working days meet and name the neutral third member who shall be the Chairman of the Board.

44:07 In the event the Corporation or Association fails to name an appointee, or if the two 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 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 Chairman shall be shared equally by the parties.

ARTICLE 45
DENTAL PLAN

45:01 The Corporation shall provide, for the term of this collective agreement a dental plan containing the following provisions:

1. 80% coverage for Basic Services
2. 60% coverage for Major Services
3. 50% coverage for Orthodontic Services for dependent children age 17 and under with a lifetime maximum of \$1,200 per patient. (This benefit becomes effective August 1, 1985.)
4. Nil deductible
5. Maximum annual benefit of \$1,000.00 per eligible patient per year.
6. Benefits based on the current Manitoba Dental Association Fee Guide.
7. Premiums shall be paid by the Corporation.
8. New employees shall not be eligible for Dental Care benefits until they have completed their probationary period of employment.

45:02 Employees who are on involuntary leave of absence due to illness or disability will continue to have their Dental premiums paid by the Corporation.

45:03 Employees on voluntary leave of absence without pay, where eligible, will be allowed to continue payment of Dental premiums at their own cost.

45:04 Notwithstanding the provisions of 45:03 the Corporation will continue to pay premiums on behalf of an employee who is on leave of absence without pay to a maximum of twenty-two (22) consecutive working days for each leave taken.

ARTICLE 46
SEXUAL HARASSMENT

46:01 The Association and the Corporation recognize the problem of sexual harassment may exist in the workplace and agree that all grievances regarding such complaints will be referred to Step 3 of the grievance procedure.

46:02 Sexual harassment shall be defined as:

- (1) **persistent** sexual solicitation **or** an advance made by a person of authority who knows, or ought to know, it is unwelcome or
- (2) a reprisal by someone in authority after a sexual advance is rejected.

46:03 Grievances involving sexual harassment shall be treated in strict **confidence** by both the Association and the Corporation.

ARTICLE 47 BRIDGING OF SERVICE

47:01 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 continuous 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 service 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 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 employees 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.

47:02 It is agreed by the parties that the provisions of **47:01** do not restrict, prohibit, limit or in any other way encumber the Corporation from re-employing any former employee who the Corporation may wish to re-employ.

IN WITNESS WHEREOF C.A. Laufer, President and General Manager, has hereunto set his hand for and on behalf of The Manitoba Public Insurance Corporation and D.R. Kidd, Vice President, Corporate Services, has hereunto set his hand for and on behalf of The Manitoba Public Insurance Corporation, and G.A. Doer, President, has hereunto set his hand for and on behalf of The Manitoba Government Employees' Association, and Gerald Carr, Chairperson of the M.P.I.C. Component Negotiating Committee, has hereunto set his hand for and on behalf of the M.P.I.C. Component of the M.G.E.A.

<u>C.A. Laufer</u> President and General Manager The Manitoba Public Insurance Corporation	<u>John K. Shields</u> Witness
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<u>D.R. Kidd</u> Vice President Corporate Services The Manitoba Public Insurance Corporation	<u>J. Dennis Ollivier</u> Witness
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<u>G. Doer</u> President The Manitoba Government Employees' Association	<u>Ray Erb</u> Witness
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<u>G. Carr</u> Chairperson of the M.P.I.C. Component Negotiating Committee, M.G.E.A.	<u>Donal Fehilly</u> Witness
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Sept. 6, 1985

Date

MEMORANDUM OF AGREEMENT

REFERENCE: Training Positions

The Corporation agrees to provide on the job training for adjusting personnel in the field of Bodily Injury and General Lines.

Certified adjusters will be invited to apply for designated training positions, at the Adjuster I or higher level, in the Bodily Injury Department and/or the General Lines Department.

At no time will there be fewer than one adjuster at the General Lines Department and one adjuster at the Bodily Injury Department.

Training opportunities will be offered to employees who show interest in such training and will normally be granted to the most senior applicant.

Employees who are selected for the above training positions will not be eligible for promotional consideration for a minimum of six (6) months.

G. Doer

The Manitoba Government
Employees' Association

D.R. Kidd

The Manitoba Public
Insurance Corporation

Sept. 6, 1985

Date

LETTER OF UNDERSTANDING

REFERENCE: Extended Health Care Benefits

The Corporation agrees, for the duration of this collective agreement, to pay the full premium of the Extended Health Care program as a result of insufficient Unemployment Insurance Commission rate rebates or cancellation of the Unemployment Insurance Commission rate rebate program. The Benefits of the program will be those in effect as at July 1, 1981. The program does not cover Ambulance/Hospital Semi-private benefits.

<u>G. Doer</u>	<u>D.R. Kidd</u>
The Manitoba Government Employees' Association	The Manitoba Public Insurance Corporation

Sept. 6, 1985

Date

MEMORANDUM OF AGREEMENT

REFERENCE: Article 25 -- Vacation Improvements

Improvements in vacation benefits which may accrue to employees during the term of this agreement, shall be effective April 1, 1986.

<u>G. Doer</u>	<u>D.R. Kidd</u>
The Manitoba Government Employees' Association	The Manitoba Public Insurance Corporation

Sept. 6, 1985

Date

MEMORANDUM OF AGREEMENT

Article 12 — Recruitment And Promotion

When applying the provisions of Clause 12:08, an employee classified and certified as an Adjuster II Road will be considered qualified to transfer and demote to a vacant "Adjuster II" position.

Furthermore, an employee classified and certified as a "Senior Adjuster Sub-Office" will be considered qualified to transfer and demote to a vacant "Claims Examiner" position.

Employees transferred per the provisions of this memorandum will not be required to serve an assessment period in the class to which he has demoted.

<u>G. Doer</u>	<u>D.R. Kidd</u>
The Manitoba Government Employees' Association	The Manitoba Public Insurance Corporation

Sept. 6, 1985

Date

**APPENDIX "A" — PAY PLAN
CLASSIFICATION ADJUSTMENT**

Effective the date of signing of this Agreement, the Corporation shall increase the existing annual rates of pay (1984-86 Agreement) by two percent (2%).

Example #1	1	2	3	4	5	6
Clerk II	15,043.00	15,701.00	16,348.00	16,991.00	17,712.00	18,480.00
	× 2%	× 2%	× 2%	× 2%	× 2%	× 2%
Add	300.86	314.02	326.96	339.82	354.24	369.60

*Adjusted Rates \$15,344 \$16,015 \$16,675 \$17,331 \$18,066 \$18,850

Example #2						
Adjuster I	21,074.00	22,054.00	23,068.00	24,157.00	25,261.00	26,428.00
	× 2%	× 2%	× 2%	× 2%	× 2%	× 2%
Add	421.48	441.08	461.36	483.14	505.22	528.56

*Adjusted Rates \$21,495 \$22,495 \$23,529 \$24,640 \$25,766 \$26,957

WAGE ADJUSTMENTS

Effective Oct. 1, 1985 and following the calculation of the Classification Adjustment, the Corporation shall increase the annual rates of pay by three percent (3%).

Example #3	1	2	3	4	5	6
Clerk II (Adjusted)	15,344.00	16,015.00	16,675.00	17,331.00	18,066.00	18,850.00
	× 3%	× 3%	× 3%	× 3%	× 3%	× 3%
Add	460.32	480.45	500.25	519.93	541.98	565.50

*New Rates \$15,804 \$16,495 \$17,175 \$17,851 \$18,608 \$19,416

Example #4						
Adjuster I (Adjusted)	21,495.00	22,495.00	23,529.00	24,640.00	25,766.00	26,957.00
	× 3%	× 3%	× 3%	× 3%	× 3%	× 3%
Add	644.85	674.85	705.87	739.20	772.98	808.71

*New Rates \$22,140 \$23,170 \$24,235 \$25,379 \$26,539 \$27,766

¹ Rounded up to the nearest dollar (.50 = 1.00)

Effective October 1st, 1986, the Corporation shall increase the annual rates of pay by adding to each pay point the average percentage change in the Winnipeg Consumer Price Index (C.P.I.) all items as determined by Statistics Canada for the twelve month period from October 1st, 1985 to September 30, 1986. That is:

$$\text{**Average \% Change in C.P.I.} = \left(\frac{\text{C.P.I. Oct./85}}{\text{C.P.I. Oct./84}} + \dots + \frac{\text{C.P.I. Sept./86}}{\text{C.P.I. Sept./85}} \right) \text{divided by 12}$$

*Rounded up to the nearest tenth of a percent (.05 = .1)

<u>G. Doer</u>	<u>D.R. Kidd</u>
The Manitoba Government Employees' Association	The Manitoba Public Insurance Corporation

Sept. 6, 1985

Date

APPENDIX "A" (PAY PLAN) Effective October 1, 1985 — September 30, 1986

Group NO.	Classification	Bi-Weekly Annual	Increments					6 th 01
			1	2	3	4	5	
1.	Clerk I	bi-weekly	555.44	580.15	605.52	631.99	—	—
		annual	14,497.00	15,142.00	15,804.00	16,495.00	—	—
2.	Clerk Typist I	bi-weekly	555.44	580.15	605.52	631.99	658.05	—
		annual	14,497.00	15,142.00	15,804.00	16,495.00	17,175.00	—
3.	Data Entry Operator Trainee	bi-weekly	578.93	604.25	—	—	—	—
		annual	15,110.00	15,771.00	—	—	—	—
4.	Clerk II	bi-weekly	605.52	631.99	658.05	683.95	712.95	743.91
	Clerk Typist II Clerk II Receiver Clerk II — Traffic Control	annual	15,804.00	16,495.00	17,175.00	17,851.00	18,608.00	19,416.00
5.	Order Clerk	bi-weekly	646.28	672.80	699.92	730.84	761.15	793.91
		annual	16,868.00	17,560.00	18,268.00	19,075.00	19,866.00	20,721.00
6.	Data Entry Operator Caretaker	bi-weekly	662.91	690.77	719.12	749.39	781.49	816.05
		annual	17,302.00	18,029.00	18,769.00	19,559.00	20,397.00	21,299.00
7.	Computer Operator I	bi-weekly	687.01	715.40	745.71	777.13	811.19	848.28
		annual	17,931.00	18,672.00	19,463.00	20,283.00	21,172.00	22,140.00
8.	Clerk III	bi-weekly	715.40	745.71	777.13	811.19	848.28	887.74
	Clerk Typist III Legal Typist	annual	18,672.00	19,463.00	20,283.00	21,172.00	22,140.00	23,170.00
9.	Clerk Typist IV Accounting Clerk I Senior Data Entry Operator	bi-weekly	727.78	759.89	791.46	827.28	865.56	904.98
		annual	18,995.00	19,833.00	20,657.00	21,592.00	22,591.00	23,620.00

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APPENDIX "A" (PAY PLAN) Effective October 1, 1985 — September 30, 1986

Group NO.	Classification	Bi-Weekly Annual	Increments					
			1	2	3	4	5	6
10.	Computer Operator II Yardman Tow Truck Operator	bi-weekly annual	759.31 19,818.00	790.15 20,623.00	825.94 21,557.00	863.64 22,541.00	903.22 23,574.00	944.56 24,653.00
11.	Dispatcher (Clerk IV) Clerk IV	bi-weekly annual	777.13 20,283.00	811.19 21,172.00	848.28 22,140.00	887.74 23,170.00	928.54 24,235.00	972.38 25,379.00
12.	Accounting Clerk II Salvage Compound Caretaker Audit Clerk II	bi-weekly annual	809.31 21,123.00	846.36 22,090.00	883.98 23,072.00	924.87 24,139.00	966.82 25,234.00	1,010.65 26,378.00
13.	Adjuster Trainee Underwriter Trainee	bi-weekly annual	811.19 21,172.00	848.28 22,140.00	887.74 23,170.00	928.54 24,235.00	— —	— —
14.	Programmer Trainee	bi-weekly annual	848.28 22,140.00	— —	— —	— —	— —	— —
15.	Office Supervisor I Underwriter I Adjuster I Clerical Supervisor Loss Prevention Analyst Trainee Computer Operator III	bi-weekly annual	848.28 22,140.00	887.74 23,170.00	928.54 24,235.00	972.38 25,379.00	1,016.82 26,539.00	1,063.83 27,766.00
16.	Dispatch Supervisor Office Premises Coordinator	bi-weekly annual	862.49 22,511.00	901.92 23,540.00	942.72 24,605.00	984.79 25,703.00	1,031.03 26,910.00	1,079.20 28,167.00

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APPENDIX "A" (PAY PLAN) Effective October 1, 1985 — September 30, 1986

Group NO.	Classification	Bi-Weekly Annual	Increments					
			1	2	3	4	5	6
17.	Accountant I Programmer Salvage Operations Fieldman	bi-weekly annual	919.31 23,994.00	986.82 25,234.00	1,005.79 26,251.00	1,051.38 27,441.00	1,099.62 28,700.00	1,150.80 30,036.00
18.	Estimator Trainee	bi-weekly annual	919.31 23,994.00	966.82 25,234.00	— —	— —	— —	— —
19.	Data Entry Supervisor Purchasing Agent Auditor I	bi-weekly annual	966.82 25,234.00	1,005.79 26,251.00	1,051.38 27,441.00	1,099.62 28,700.00	1,150.80 30,036.00	1,203.98 31,424.00
20.	Office Supervisor II Loss Prevention Analyst I	bi-weekly annual	988.35 25,796.00	1,033.52 26,975.00	1,081.03 28,215.00	1,131.07 29,521.00	1,182.99 30,876.00	1,238.54 32,326.00
21.	I/O Control Supervisor Agency Branch Supervisor	bi-weekly annual	1,008.74 26,328.00	1,055.10 27,538.00	1,105.13 28,844.00	1,156.48 30,184.00	1,210.08 31,583.00	1266.40 33,053.00
22.	Underwriter II Adjuster II Estimator Adjuster II (General Lines) Salvage Supervisor	bi-weekly annual	1,027.28 26,812.00	1,074.87 28,054.00	1,125.52 29,376.00	1,181.69 30,842.00	1,236.70 32,278.00	1,294.10 33,776.00

APPENDIX "A" (PAY PLAN) Effective October 1, 1985 — September 30, 1986

Group NO.	Classification	Bi-Weekly Annual	Increments					
			1	2	3	4	5	6
23.	Accountant II Special Accounts Supervisor	bi-weekly	1,053.87	1,103.33	1,153.87	1,208.93	1,265.13	1,325.02
		annual	27,506.00	28,797.00	30,116.00	31,553.00	33,020.00	34,583.00
24.	Adjuster II Out of Province Adjuster II Road Marketing Rep. Loss Prevention Analyst II Auditor II Agency Field Representative	bi-weekly	1,074.87	1,125.52	1,181.69	1,236.70	1,294.10	1,354.67
		annual	28,054.00	29,376.00	30,842.00	32,278.00	33,776.00	35,357.00
25.	Adjuster II B.I.	bi-weekly	1,079.81	1,129.89	1,181.69	1,236.70	1,294.10	1,354.67
		annual	28,183.00	29,490.00	30,842.00	32,278.00	33,776.00	35,357.00
26.	Analyst Programmer I Administrative Assist. Claims Examiner	bi-weekly	1,129.89	1,181.69	1,236.70	1,294.10	1,354.67	1,418.24
		annual	29,490.00	30,842.00	32,278.00	33,776.00	35,357.00	37,016.00
27.	Systems Audit Co-ordinator Senior Adjuster Sub Office	bi-weekly	1,151.42	1,205.21	1,261.99	1,320.65	1,382.41	1,448.54
		annual	30,052.00	31,456.00	32,938.00	34,469.00	36,081.00	37,807.00

APPENDIX "A" (PAY PLAN) Effective October 1, 1985 — September 30, 1986

Group NO.	Classification	Bi-Weekly Annual	Increments					
			1	2	3	4	5	6
28.	Senior Underwriter	bi-weekly	1,188.54	1,244.10	1,302.11	1,363.98	1,428.16	1,494.79
	Estimating Supervisor Senior Loss Prev. Analyst Senior Adjuster (Gen. Lines)	annual	31,021.00	32,471.00	33,985.00	35,600.00	37,275.00	39,014.00
29.	Agency Branch	bi-weekly	1,244.71	1,302.72	1,364.48	1,428.81	1,496.05	1,567.78
	Co-ordinator Claims Supervisor Underwriting Supervisor	annual	32,487.00	34,001.00	35,613.00	37,292.00	39,047.00	40,919.00
30.	Analyst Programmer II	bi-weekly	1,270.65	1,330.61	1,393.56	1,459.08	1,527.55	1,600.50
	E.D.P. Auditor	annual	33,164.00	34,729.00	36,372.00	38,082.00	39,869.00	41,773.00

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APPENDIX "B"
EXCLUSION LIST

President & General Manager
Assistant General Manager
Sr. Vice President Gen. Ins. Division
Sr. Vice President Autopac Division
Vice President Finance
Vice President Corporate Services
Vice President Administration
General Counsel
Assistant General Counsel
Secretary to the President
Secretaries to Management Committee
Legal Secretary
Special Assistant to the General Manager
Controller
Manager Internal Audit
Manager Special Projects, Internal Audit
Manager Agency Audit

Accounts Manager
Accounting Manager
Assistant Manager Accounting
Accountant III

Solicitor I
Solicitor II
Subrogation Solicitor
Articling Student
Solicitor Trainee
Administrative Assistant (Legal)

Manager Special Investigations Unit
Senior Special Activities Investigator
Special Activities Investigator
Special Activities Service Officer
Special Investigations Secretary
Special Investigations Clerk

Personnel Manager
Personnel Officer
Secretary to Personnel Manager
Personnel Clerk

Systems Manager
Project Manager
Analyst Programmer III
Manager Data Control
Manager Administrative Services
Marketing Manager
Marketing Manager Special Accounts

Underwriting Manager
Reinsurance Manager
Manager Commercial Underwriting
Manager **Property** Department
Manager **Casualty** Department
Manager General Lines Claims
Assistant Manager, General Lines Claims

Manager Loss Prevention
Assistant Manager Loss Prevention

Manager Community & Corporate Relations
Manager Public Relations & Advertising
Manager Customer Services
Safety Manager

Manager **Autopac** Services
Assistant Manager **Autopac** Services
Agency Coordinator

Manager Automobile & Personal Lines
Assistant Manager A. & P.L.

Claims Manager
Assistant Claims Manager
Division Claims Manager
Claims System Coordinator
Claims Coordinator
Claims Controller
Claims Centre Manager
Assistant Claims Centre Manager
Claims Office Manager
Estimating Controller
Estimating Coordinator
Training & Special Projects Coordinator

Manager Salvage Operations
Assistant Salvage Operations Manager
Commercial Unit Manager
Manager Bodily Injury Claims
Assistant Manager Bodily Injury Claims

APPENDIX "C"
PROVISION FOR CLAIM CENTRE NO. 4

In the case of Claims Centre No. 4 the following items will be pro-rated on the basis of a four-day work week:

- | | | |
|-------------------------------|-----------------|---|
| (1) Dismissal | Article 18:01 | 8 working days |
| (2) Termination | Article 19:01 | 16 working days |
| | 19:02 | 8 working days |
| (3) Resignation | Article 20:01 | 8 working days |
| (4) Vacation | Article 25:01:1 | 12 working days |
| | 25:01:2 | 16 working days |
| | 25:01:3 | 20 working days |
| | 25:01:4 | 24 working days |
| (5) Temporary Appointments | | 13 working days |
| (6) Probation | | 6 months or |
| | | 96 working days
whichever shall
last occur. |
| (7) Recruitment and Promotion | Article 12:09 | 16 working days |

<u>G. Doer</u>	<u>D.R. Kidd</u>
The Manitoba Government Employees' Association	The Manitoba Public Insurance Corporation

Sept. 6, 1985

Date