

# **Collective Agreement**

**between**

**Manitoba Centennial Centre Corporation**

**and**

**The Manitoba Government and  
General Employees' Union**

**June 18, 2006 - June 5, 2010**

## Table of Contents

|            |   |    |
|------------|---|----|
| Article 1  | Interpretation .....                          | 1  |
| Article 2  | Duration of Agreement .....                   | 2  |
| Article 3  | Application of Agreement .....                | 3  |
| Article 4  | Corporation Rights .....                      | 4  |
| Article 5  | Union Dues Check Off .....                    | 4  |
| Article 6  | Pay Plan .....                                | 4  |
| Article 7  | Merit Increases .....                         | 5  |
| Article 8  | Personnel Selection.....                      | 5  |
| Article 9  | Temporary Appointment With Acting Status..... | 6  |
| Article 10 | Probation.....                                | 7  |
| Article 11 | Layoff and Recall Procedure .....             | 7  |
| Article 12 | Resignations.....                             | 9  |
| Article 13 | Disciplinary Action.....                      | 9  |
| Article 14 | Grievance Procedure.....                      | 10 |
| Article 15 | Hours of Work.....                            | 15 |
| Article 16 | Overtime .....                                | 15 |
| Article 17 | Shift Premium.....                            | 18 |
| Article 18 | Weekend Premium.....                          | 18 |
| Article 19 | Holidays.....                                 | 19 |
| Article 20 | Vacations .....                               | 21 |
| Article 21 | Sick Leave .....                              | 24 |
| Article 22 | Maternity Leave.....                          | 27 |
| Article 23 | Parental Leave .....                          | 30 |
| Article 24 | Seniority.....                                | 31 |
| Article 25 | Compassionate Leave .....                     | 32 |
| Article 26 | Family Related Leave .....                    | 33 |
| Article 27 | Court Leave .....                             | 34 |
| Article 28 | Educational Leave .....                       | 34 |
| Article 29 | Accidents - Workers Compensation .....        | 34 |
| Article 30 | Severance Pay.....                            | 35 |
| Article 31 | Reclassification Procedure.....               | 36 |
| Article 32 | Union Stewards .....                          | 37 |
| Article 33 | Union Business .....                          | 38 |
| Article 34 | Performance Review and Records File.....      | 39 |
| Article 35 | Contracting Out .....                         | 39 |
| Article 36 | Civil Liability .....                         | 40 |
| Article 37 | General Provisions.....                       | 40 |

Article 38 Dental Plan .....42

Article 39 Vision Care Plan.....43

Article 40 Sexual Harassment .....43

Article 41 Long Term Disability Income Plan .....44

Article 42 Health and Safety.....44

Article 43 Technological Change .....46

Article 44 No Discrimination .....48

Article 45 Video Display Terminals.....48

Article 46 Employee Assistance Program .....49

Article 47 Drug Plan.....49

Article 48 Safety Footwear .....49

Salary Schedule - Effective 06-18-06 to 06-09-07 .....52

Salary Schedule - Effective 06-10-07 to 06-07-08 .....55

Salary Schedule - Effective 06-08-08 to 06-06-09 .....58

Salary Schedule - Effective 06-07-09 to 06-05-10 .....61

Appendix A - Application of Benefits to Part-Time Employees.....64

Appendix B - Casual Security Officers/Parking Lot Attendants  
and Building Service Workers.....71

Memorandum of Agreement - 12 Hour Shift .....73

Memorandum of Agreement - Employee Paid Parking.....75

Memorandum of Agreement - Hours of Work - Security and  
Parking Lot Personnel .....76

Memorandum of Agreement - Health Spending Account (HSA) .....77

Letters of Intent .....79

**The following letters are attached for informational purposes only.  
They do not form part of the Collective Agreement.**

- Letter of Intent - Carryover of Vacation Credits for Retirement
- Letter of Intent – Uniforms
- Letter of Intent - Overtime for Security/Parkade Classifications

\*All changes are in **bold**.

## Alphabetical Table of Contents

|            |   |    |
|------------|---|----|
| Article 29 | Accidents - Workers Compensation .....  | 34 |
|            | Appendix A - Application of Benefits to Part-Time Employees.....                                  | 64 |
|            | Appendix B - Casual Security Officers/Parking Lot Attendants<br>and Building Service Workers..... | 71 |
| Article 3  | Application of Agreement .....  | 3  |
| Article 36 | Civil Liability .....   | 40 |
| Article 25 | Compassionate Leave .....   | 32 |
| Article 35 | Contracting Out .....   | 39 |
| Article 4  | Corporation Rights .....  | 4  |
| Article 27 | Court Leave .....   | 34 |
| Article 38 | Dental Plan .....   | 42 |
| Article 13 | Disciplinary Action.....  | 9  |
| Article 47 | Drug Plan.....  | 49 |
| Article 2  | Duration of Agreement .....   | 2  |
| Article 28 | Educational Leave .....   | 34 |
| Article 46 | Employee Assistance Program .....   | 49 |
| Article 26 | Family Related Leave .....  | 33 |
| Article 37 | General Provisions.....   | 40 |
| Article 14 | Grievance Procedure.....  | 10 |
| Article 42 | Health and Safety.....  | 44 |
| Article 19 | Holidays.....   | 19 |
| Article 15 | Hours of Work.....  | 15 |
| Article 1  | Interpretation .....  | 1  |
| Article 11 | Layoff and Recall Procedure .....   | 7  |
|            | Letters of Intent .....   | 79 |
| Article 41 | Long Term Disability Income Plan .....  | 44 |
| Article 22 | Maternity Leave.....  | 27 |
|            | Memorandum of Agreement - 12 Hour Shift .....   | 73 |
|            | Memorandum of Agreement - Employee Paid Parking.....  | 75 |
|            | Memorandum of Agreement - Health Spending Account (HSA) .....                                     | 77 |
|            | Memorandum of Agreement - Hours of Work – Security<br>and Parking Lot Personnel.....              | 76 |
| Article 7  | Merit Increases .....   | 5  |
| Article 44 | No Discrimination .....   | 48 |
| Article 16 | Overtime .....  | 15 |
| Article 23 | Parental Leave .....  | 30 |
| Article 6  | Pay Plan .....  | 4  |

|            |  |    |
|------------|--|----|
| Article 34 | Performance Review and Records File.....               | 39 |
| Article 8  | Personnel Selection.....                               | 5  |
| Article 10 | Probation.....   | 7  |
| Article 31 | Reclassification Procedure.....                        | 36 |
| Article 12 | Resignations.....                                      | 9  |
| Article 48 | Safety Footwear .....                                  | 49 |
|            | Salary Schedule - Effective 06-18-06 to 06-09-07 ..... | 52 |
|            | Salary Schedule - Effective 06-10-07 to 06-07-08 ..... | 55 |
|            | Salary Schedule - Effective 06-08-08 to 06-06-09.....  | 58 |
|            | Salary Schedule - Effective 06-07-09 to 06-05-10.....  | 61 |
| Article 24 | Seniority.....   | 31 |
| Article 30 | Severance Pay .....                                    | 35 |
| Article 40 | Sexual Harassment .....                                | 43 |
| Article 17 | Shift Premium.....                                     | 18 |
| Article 21 | Sick Leave .....                                       | 24 |
| Article 43 | Technological Change .....                             | 46 |
| Article 9  | Temporary Appointment With Acting Status.....          | 6  |
| Article 33 | Union Business .....                                   | 38 |
| Article 5  | Union Dues Check Off .....                             | 4  |
| Article 32 | Union Stewards .....                                   | 37 |
| Article 20 | Vacations .....  | 21 |
| Article 45 | Video Display Terminals.....                           | 48 |
| Article 39 | Vision Care Plan.....                                  | 43 |
| Article 18 | Weekend Premium.....                                   | 18 |

**The following letters are attached for informational purposes only.  
They do not form part of the Collective Agreement.**

Letter of Intent - Carryover of Vacation Credits for Retirement  
Letter of Intent – Uniforms  
Letter of Intent - Overtime for Security/Parkade Classifications

**\*All changes are in bold.**

# Manitoba Centennial Centre Corporation Employees' Agreement

## Province of Manitoba

---

This Agreement entered into this 12<sup>th</sup> day of September, 2007 between the Manitoba Centennial Centre Corporation, 555 Main Street, Winnipeg, Manitoba, hereinafter referred to as the Corporation and the Manitoba Government Employees' Union, Manitoba Centennial Concert Hall Component, hereinafter referred to as the Union.

WITNESSETH:

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

### **Article 1 - Interpretation**

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

- (a) "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.
- (b) "casual employee" means an employee who normally works less than the full normal daily, weekly or monthly hours of work, as the case may be, and whose work is irregular, or non-recurring or does not follow an ongoing predetermined schedule of work on a regular and recurring basis.
- (c) "classification" means one or more positions which are sufficiently

similar in duties, responsibilities, skills and knowledge required to be given the same occupational title.

- (d) “continuous service” or “continuous employment” means employment with the Corporation where there has been no break in service involving termination of employment.
- (e) “department” means a department of the Corporation.
- (f) “employee” means an employee within the bargaining unit of the Manitoba Centennial Centre Corporation.
- (g) “merit increase” means an increase in the rate of pay of an employee of at least one step in the pay range of his classification.
- (h) “part-time employee” means an employee who normally works less than the full normal daily, weekly or monthly hours, as the case may be, and whose work follows an ongoing, predetermined schedule of work on a regular and recurring basis.
- (i) “position” means a position of employment with the Corporation.
- (j) “promotion” means a change of employment with the Corporation from one position to another having a higher maximum salary.
- (k) “union” means the Manitoba Government Employees’ Union.

**1:02** Where the singular and masculine are used in this Agreement, the same shall be construed as meaning the plural or feminine gender where the context so admits or requires.

## **Article 2 - Duration of Agreement**

**2:01** This Agreement shall become effective from and including the **18<sup>th</sup>** day of June, **2006** and shall continue in effect up to and including the **5<sup>th</sup>** day of June, **2010**, and shall remain in force and effect from year to year thereafter unless written notice of request to negotiate a revision is given by either party at least forty-five (45) calendar days prior to the expiry date hereof. During the period required to negotiate a renewal, or revision and renewal

of this Agreement, the provisions of the Agreement shall remain in full force and effect without change.

- 2:02** Where notice for revision of this Agreement is given under section 2:01, the party giving notice agrees to deliver to the other its written proposals for the revision of the Collective Agreement at least thirty (30) calendar days prior to the expiry date of the Agreement. The parties shall, within twenty (20) calendar days following receipt of the proposals for revision to the Agreement, commence collective bargaining.

### **Article 3 - Application of Agreement**

- 3:01** This Agreement shall apply to:

- (a) All full-time and part-time permanent employees of the Corporation excluding however, incumbents of the following positions:

**Chief Executive Officer**

Executive Assistant

Director, Finance and Administration

Director, **Theatre and Sound Stage Operations**

Manager, House Services

Director, **Facilities Services**

Manager, **Facilities Services**

**Director, Physical Operations**

**Director, Marketing and Communications**

Members of I.A.T.S.E., Local 63

- (b) **Casual employees of the Corporation who have been hired as Security Officer/Parking Lot Attendant or Building Service Worker. The agreement shall apply effective the start of the bi-weekly pay period following the attainment of three hundred and thirty six (336) hours of accumulated service. The only provisions of the Agreement, which apply to these casual employees, are those listed in Appendix "B" – Casual Security Office/Parking Lot Attendant and Building Service Worker.**

### **Article 4 - Corporation Rights**

- 4:01** All the functions, rights, powers and authority which the Corporation has not specifically abridged, delegated or modified by this Agreement are recognized by the Union as being retained by the Corporation.
- 4:02** In administering this Agreement, the Corporation shall act reasonably, fairly, in good faith and in a manner consistent with the Agreement as a whole.

### **Article 5 - Union Dues Check Off**

- 5:01** All employees to whom this Agreement applies shall have an amount equal to the current bi-weekly Union dues deducted by the Corporation from each bi-weekly pay. Such dues shall be forwarded to the Union bi-weekly, together with a list of the names of employees, the employees' classification and the employees' employment status, from whom deductions have been made with the amount of dues so deducted indicated opposite each name.
- 5:02** The Union agrees to indemnify and save the Corporation harmless against any claim or liability arising out of the application of this article except for any claim or liability arising out of an error committed by the Corporation.

### **Article 6 - Pay Plan**

- 6:01** The provisions of the Pay Plan after being mutually agreed upon by both parties hereto, are incorporated into and shall form part of this Agreement.
- 6:02** Salary earned shall be paid on the basis of the bi-weekly rates shown in the Pay Plan.
- 6:03** An employee who does not work during every working day in the applicable pay period and by reason thereof is not entitled to be paid an amount equal to the salary for the pay period, is entitled to be paid an amount equal to the applicable daily rate for his step multiplied by a number comprising the number of days actually worked in that pay period plus any holiday or holidays in that period for which the employee is entitled to pay.

- 6:04** Procedure for amending the Pay Plan in respect to the establishment of pay ranges for the new classes of employees and the adjustments of pay ranges for existing classes of employees covered by this Agreement, shall be by joint negotiations between both parties hereto.
- 6:05** If it is necessary for the purpose of recruitment or retention to effect an upward adjustment to the pay range of an established classification, the Corporation shall consult with the Union and shall amend the Pay Plan to give effect to the required changes. In no case shall such pay range be less than already existing for the classification.

### **Article 7 - Merit Increases**

- 7:01** An employee is eligible to receive a merit increase on his anniversary date if the Corporation considers his work performance to be satisfactory. The effective date for such a merit increase shall be the first day of the bi-weekly pay period which includes his anniversary date.
- 7:02** Where the Corporation intends to withhold an employee's merit increase, the employee shall be given written notice prior to his anniversary date stating the reason(s) for which the merit increase is being withheld.
- 7:03** Where a merit increase is not granted to an employee on the employee's anniversary date:
- (a) The merit increase may be granted to the employee on any subsequent monthly anniversary date which is not less than three (3) months from the employee's anniversary date provided that reason for withholding the merit increase has been remedied and ceases to exist. The effective date for such a merit increase shall be the first day of the bi-weekly pay period which includes the subsequent monthly anniversary date referred to;
  - (b) The employee may file a grievance at Step 2 of the grievance procedure.

### **Article 8 - Personnel Selection**

- 8:01** Subject to Section 11:05, the Corporation shall, wherever possible, fill

vacant or new positions by competition from within its present **employees**.

The selection of employees who apply shall be on the basis of ability, qualifications and prior work performance. Where, in the opinion of the Corporation ability, qualifications and prior work performance are considered equal, seniority shall be the determining factor.

- 8:02** When a vacancy occurs within the bargaining unit, the Corporation shall bulletin the position specifying a closing date at least five (5) working days after the date on which the position is bulletined and all employees of the Corporation shall be eligible to apply. The closing date for a bulletin may be altered by mutual agreement of the parties.
- 8:03** Where response to a bulletin, in the opinion of the Corporation, fails to provide a suitably qualified candidate, the Corporation shall be at liberty to fill the vacancy in any manner it chooses.
- 8:04** Wherever possible, the Corporation shall endeavour to fill any vacancy within a reasonable period following the closing date of the bulletin.
- 8:05** Where an employee has submitted an application to a bulletined position, the Corporation shall issue a written reply to the employee, within ten (10) working days following the date of selection of the successful candidate, advising him of the outcome. Upon written request from the employee within ten (10) working days of the date of the receipt of the written reply, the Corporation agrees to discuss the reason(s) why he was not the successful candidate and at the employee's option, he shall have the right to have a representative present at such time.
- 8:06** Where an employee is promoted to another classification, he shall be paid at a rate of pay set out in the pay range for the classification that is at least one full increment more than the rate of pay he was being paid in his former classification, but in no case shall the new rate exceed the maximum rate of pay for the new classification.

### **Article 9 - Temporary Appointment With Acting Status**

- 9:01** Where the Corporation certifies that a person employed in one position has temporarily taken over and has continued to perform for ten (10) or more consecutive working days, the duties and responsibilities of some other

position having a higher grade of pay, he shall be appointed temporarily to that other position from the date of taking over the duties and responsibilities of that other position until the temporary appointment is revoked; and upon the temporary appointment being revoked he shall, unless he is appointed or promoted to some other position, revert to his original position and be paid the rate of pay for his original position that he would be paid if he had never held the temporary appointment.

### **Article 10 - Probation**

- 10:01** Every person appointed to a position within the bargaining unit shall be on probation for a period of six (6) months or for such longer period of time as the Corporation may, after discussion with the Union, determine for the employee in question. At any time during this period, a new employee may be rejected by the Corporation.
- 10:02** An employee who is rejected during the initial probation period may grieve the rejection at Step 3 of the grievance procedure within fifteen (15) working days from the date the employee received notice of the rejection. The Chairman of the Board of Directors of the Corporation or his designate shall hold a meeting to discuss the grievance with the employee and the employee's representative. The decision at Step 3 shall be final for such grievances.
- 10:03** If an employee is rejected on probation after promotion or transfer, the Corporation shall relocate the employee in another position at his previous classification and salary.

### **Article 11 - Layoff and Recall Procedure**

- 11:01** Subject to consideration of their respective abilities, qualifications and records of performance, employees will be laid off in order of seniority from the classification in which the layoff is to take place, starting with the most junior in that classification and proceeding in ascending order to the most senior. Where there are part-time employees in the classification from which the layoff is to take place they shall be laid off prior to the layoff of any full-time employee. An employee with four (4) or more years of seniority who is to be laid off may be considered by the Employer to displace the most junior employee in the Corporation in another class which

has the same or lower maximum rate of pay. For this purpose, the rate of pay will be based on the bi-weekly rate of pay in the pay plan. The decision as to whether a displacement will occur in these circumstances is subject to a consideration of the respective abilities, qualifications and records of performance of the two (2) employees by the Employer.

- 11:02** (a) An employee who is being laid off shall receive written notice from the Corporation of the date on which he is to be laid off at least four (4) weeks prior to that date.
- (b) Where the Corporation is unable to provide proper notice as in (a) above the employee shall receive pay in lieu of such notice.
- 11:03** Continued overtime shall not be worked in any area of employment where a layoff of employees is in effect.
- 11:04** An employee who is laid off shall have his name placed on a re-employment list and the Corporation shall provide the Union with a copy of such re-employment list and any alterations to it.
- 11:05** Employees whose names appear on the re-employment list shall be recalled to fill any vacant or new position in order of seniority starting with the most senior and descending in order to the most junior, provided they are able and qualified, in the opinion of the Corporation, to do the work of the vacant or new position.
- 11:06** An employee will be given notice of recall to work by registered letter sent to his last known address. If within seven (7) calendar days of the receipt of such notice, an employee fails to report for work, or fails to advise the Corporation that he will report for work within fourteen (14) calendar days, he shall be considered to have voluntarily resigned.
- 11:07** Where an employee whose name appears on the re-employment list has not been called back to work within two years from the date he was laid off or has resigned from the re-employment list, he shall have his name removed from the re-employment list and shall cease to be an employee.

## **Article 12 - Resignations**

**12:01** An employee who wishes to resign shall provide the Corporation with a written notice which specifies the date the resignation is to be effective, at least two (2) weeks prior to that date.

Notice of resignation shorter than the required two (2) weeks may only be given with the approval of the Corporation.

**12:02** Where an employee fails to give notice of resignation in compliance with Section 12:01, the Corporation may deduct from any monies due or accruing to him, the amount of money that the employee would have earned in the regular hours in the period in respect of which notice should have been given.

**12:03** An employee may, with the approval of the Corporation, withdraw his notice of resignation at any time before his resignation is to become effective.

**12:04** Where an employee is absent without leave for a period five (5) consecutive working days, without giving an explanation acceptable to the Corporation, he shall be considered to have abandoned his position and shall be deemed to have resigned effective the last date on which he was present at work and performed his regular duties.

**12:05** The employee agrees to return all equipment, keys, calendar, and other materials belonging to the Employer prior to or at termination date.

## **Article 13 - Disciplinary Action**

**13:01** Where an "Excluded" person having supervisory authority over another employee believes that disciplinary action of the other employee is necessary, he may take such disciplinary action, including suspension or dismissal, as is warranted.

**13:02** No employee of the Corporation shall be subject to disciplinary action without just cause.

**13:03** Where disciplinary action other than an oral reprimand has been taken, the employee shall be given a written report which outlines the circumstances which made the disciplinary action necessary.

**13:04** A hearing may be held with an employee prior to making a determination to suspend or dismiss an employee. The employee has the option to have a representative present.

### **Article 14 - Grievance Procedure**

**14:01** An employee may:

- (a) Complain or grieve about any alleged unjust treatment or discrimination or alleged unfair working conditions through Steps 1, 2 and 3 inclusive of the grievance procedure; and
- (b) Grieve through Steps 1 to 4 inclusive on:
  - (i) the application or interpretation or alleged violation of the articles of this Collective Agreement; or
  - (ii) any matter involving salary administration; or
  - (iii) any action resulting in dismissal, suspension, demotion or financial penalty.

In the case of a dispute arising from demotion, suspension, or dismissal, the grievance shall initially be presented at Step 2.

#### **Step 1**

Within ten (10) working days following the date on which the employee first became aware of the action or circumstances giving rise to the grievance, the employee and/or his representative shall present the signed grievance in writing to the department head stating the redress requested. The department head shall issue his decision in writing to the employee within ten (10) working days of the receipt of the grievance.

Step 2

If the grievance is not satisfactorily resolved at Step 1, the employee shall have the right to refer the grievance to the **Chief Executive Officer** within ten (10) working days of the receipt of the decision from Step 1. The **Chief Executive Officer** shall issue a decision in writing to the employee and the Union within ten (10) working days from the receipt of the grievance at Step 2. The **Chief Executive Officer** shall hold a hearing to discuss the grievance with the employee and his steward and/or Union representative before giving a decision on the grievance.

Step 3

Where the grievance is not satisfactorily resolved at Step 2 the employee shall have the right to refer the grievance to the Chairman of the Board of Directors of the Corporation within ten (10) working days of the receipt of the decision at Step 2. The Chairman or his designate shall issue a decision in writing to the employee and the Union within ten (10) working days of receipt of the grievance. The Chairman or his designate may hold a hearing to discuss the grievance with the employee and the Union representative before giving a decision on the grievance. The Corporation agrees that the person who shall hear the Step 3 grievance shall not have previously heard the grievance at any other step.

Step 4

Where the decision of the Chairman or his designate on any matter identified in Section 14:01 as being arbitrable is unsatisfactory to the employee and to the Union, it may be submitted to Arbitration in accordance with the procedure as set forth in Section 14:02.

- 14:02** (a) Where a difference arises between the parties hereto relating to a matter which is identified in Section 14:01 as being arbitrable either of the parties may, within fifteen (15) working days from the receipt of the decision at Step 3, notify the other party in writing of its desire to submit the matter to Arbitration.
- (b) Where the party initiating the arbitration proceedings wishes to request arbitration by a single arbitrator, the notice referred to in Sub-Section :02 (a) shall so state.
- (i) Where the party who receives the notice accepts the request for

a single arbitrator the parties will attempt to reach agreement on the selection of a single arbitrator within ten (10) working days.

- (ii) Where the party who receives the notice rejects the request for a single arbitrator or where the parties have failed to reach agreement on the selection of a single arbitrator within ten (10) working days, the party initiating the arbitration proceedings may submit the name of its appointee to the board in accordance with Section :02 (c) within ten (10) working days.
  - (iii) Where the parties have agreed to a single arbitrator, the single arbitrator shall be considered to be an Arbitration Board for purposes of this Article.
- (c) Where the party initiating the arbitration proceedings wishes to request arbitration by a three person board, the notice referred to in Sub-Section :02 (a) shall contain the first party's appointee to the Arbitration Board. The following procedure will then apply:
- (i) The party who receives the notice shall, within fifteen (15) working days of receiving the notice, notify the other party in writing of the name of its appointee to the Arbitration Board.
  - (ii) The two members of the Arbitration Board named by the parties shall, within ten (10) working days of the appointment of the second of the, appoint a third member of the Arbitration Board who shall be the Chairman.
  - (iii) Where the two appointees fail to agree on the appointment of a Chairman, either party may request the Minister of Labour to appoint a Chairman.
  - (iv) Where the matter is submitted to the Arbitration Board, the Arbitration Board shall commence hearings within ten (10) working days of the matter being submitted to the Board and shall hear evidence and argument submitted by or on behalf of the parties relevant to the matter submitted and shall make a decision thereon in the form of an award of the Arbitration Board.

- (v) The Chairman and one other member are a quorum; but, in the absence of a member, the other members shall not proceed unless the absent member has been given reasonable notice of sitting.
- (d) The Arbitration Board shall hear and determine the difference or allegations and shall issue a decision, which decision shall be final and binding and enforceable upon the parties and upon any employee or employees affected by it.
- (e) The Arbitration Board may summon before it any witnesses and require them to give evidence on oath, orally or in writing and to produce such documents and evidence as the Arbitration Board deems requisite to the full investigation and consideration of the matters referred to it.
- (f) The Chairman shall submit a report on the findings and the decision of the Board within fourteen (14) working days following the completion of the hearing to:
  - (i) The **Chief Executive Officer** of the Manitoba Centennial Corporation;
  - (ii) The grievor;
  - (iii) The Manitoba Government Employees' Union.
- (g) The decision of the majority shall be the decision of the Arbitration Board, but if there is no majority, the decision of the Chairman shall be the decision of the Board.
- (h) The Arbitration Board shall not have the power to add to, subtract from or modify or alter in any way the provisions of the Agreement.
- (i) The Chairman shall expressly confine himself to the precise issue submitted to the Arbitration Board, and shall have no authority to make a decision and/or recommendation on any other issue not so submitted to the Board.
- (j) Where either a suspension and/or dismissal is proceeded with to Arbitration and provided to the Collective Agreement does not provide

a specific remedy or penalty for the cause of the suspension and/or dismissal, the Arbitration Board shall have the authority to either rescind, vary, or uphold the decision of the Corporation.

- (k) The expenses incurred by and in respect of an Arbitration Board shall be paid as follows:
- (i) The parties to the Arbitration shall pay an equal portion of the remuneration and expenses of the Chairman of the Arbitration Board.
  - (ii) Each party to the Arbitration shall pay the remuneration and expenses of the member of the Arbitration Board named or appointed by or on behalf of that party.
  - (iii) Each party to the Arbitration shall pay the fees and expenses of witnesses called by that party to give evidence before the Arbitration Board.
  - (iv) Each party to the Arbitration shall pay the fees and expenses of any counsel appearing before the Arbitration Board on behalf of that party.
  - (v) The parties to the Arbitration shall each pay an equal portion of other costs and expenses incurred by the Arbitration Board in conducting the Arbitration.

**14:03** Any grievance which is not presented to the next subsequent step within the prescribed time limits shall be deemed to have been abandoned and all rights of recourse for that particular grievance shall be at an end.

**14:04** Any of the time limits as stated in this article may be extended by mutual agreement.

**14:05** The grievance may be clarified at any step providing its substance is not changed.

**14:06** Policy Grievances; grievances other than a personal grievance that concern the interpretation, application, administration or alleged violation of the

provision of this Agreement may be initiated by the Union and shall be resolved in accordance with the provisions of this Article beginning at Step 2.

### **Article 15 - Hours of Work**

**15:01** All employees shall come within one of the following categories and shall work the hours designated for that particular group.

- (a) Office Personnel - 8:00 A.M. to 4:00 P.M. each day except Saturday and Sunday.
- (b) Operational Personnel - (including maintenance, security, parking lot, building service), eight (8) consecutive hours in each work day and forty (40) hours in each week.

Where the nature of the work or the exigencies of the service are such that it is not possible to observe the hours prescribed in Section (a), the Corporation may fix different hours of work.

**15:02** The shifts outlined in Section 15:01 shall not be less than five (5) working days.

**15:03** Any portion of one-half hour lost due to the late arrival of an employee in his work area may result in a reduction of one-half hour's pay credited to that employee for that working days.

**15:04** All employees coming within category 15:01 (a) shall be allowed one (1) hour off each day for lunch.

**15:05** All employees coming within category 15:01 (b) shall be allowed twenty (20) minutes off each shift for lunch.

**15:06** All employees shall be allowed two rest periods of fifteen (15) minutes each per day.

### **Article 16 - Overtime**

**16:01** (a) Employees who are required to work authorized additional hours

beyond normal hours of work, or for call-out, shall be compensated for such additional hours of work at a rate of pay which is one and one-half times (1 ½ x) their normal rate of pay.

- (b) Employees who are required to work on a day of rest are entitled to compensation at double time (2x) for all time worked.
- (c) In all cases where an employee is called out to work additional hours, he shall receive for the work a minimum payment equivalent to four hours at his normal rate of pay, provided that the period of overtime worked by the employee is not contiguous to his scheduled working hours.
- (d) Where an employee's working day has been extended beyond the standard working day or shift at the normal place of work by either:
  - (i) at least two (2) hours, exclusive of a dinner or supper break, a meal allowance shall be paid at **four dollars and eighty cents (\$4.80) per day effective June 10, 2007;**
  - (ii) **at least three and a half (3½) hours, exclusive of a dinner or supper break, an allowance equivalent to that payable for "Luncheon" as set out in the Meals section of the General Manual of Administration.**

**16:02** At the employee's option, overtime approved by the Corporation shall be compensated by paying the employee for all hours worked at the applicable overtime rate or by granting the employee the equivalent compensatory leave at a time mutually agreeable to the employee and the Corporation.

**16:03** If accumulated banked hours have not been granted by way of compensatory leave or payment in lieu thereof, prior to the end of the fiscal year, payment shall be made within thirty (30) days following the end of the fiscal year. When payment in lieu is made, it shall be at the rate at which the hours were worked in the previous fiscal year.

**16:04** This Article shall apply to overtime worked by employees including overtime worked at premium rates (i.e. time and one-half and double time).

- 16:05** The existing provisions as per Articles 16:01, 16:02 and 16:03 on overtime will apply to all overtime credits earned up to eighty (80) hours per fiscal year. (Note: forty (40) hours overtime worked at double time (2x) equals eighty (80) overtime credits.)
- 16:06** For any overtime credits earned beyond eighty (80) hours in the fiscal year the following provisions of this Article will apply.
- 16:07** All overtime worked by employees shall be banked.
- 16:08** The Corporation shall consult with the employee in an effort to reach agreement on whether the employee will be granted pay or time off in lieu for banked overtime.
- 16:09** Where agreement is not reached, the Corporation shall determine whether pay or time off will be granted.
- 16:10** Where banked time is to be taken, the corporation shall consult with the employee in an effort to reach agreement on when the time off is to be taken.
- 16:11** Where an agreement is not reached, the Corporation shall determine when the time off is to be taken.
- 16:12** Where the Corporation determines when the time off is to be taken under Section :11 the employee will receive two (2) weeks notice of the time off and the following conditions shall apply:
- (a) the minimum period of time off will be five (5) days provided the employee has sufficient banked time available. In order to meet the five (5) day requirement, time off in lieu of overtime may be combined with holiday and/or vacation time.
  - (b) where the employee has less than five (5) days banked, then these days may be scheduled by the Corporation.
- 16:13** Nothing in Section :12 restricts the Corporation and employee from agreeing to alternative arrangements.

### **Article 17 - Shift Premium**

**17:01** An employee who works a shift where half or more of the hours are worked between 6:00 P.M. and 6:00 A.M. shall be eligible to receive a shift premium for the shift in addition to the employee's regular pay. The shift premium shall be:

**(a) effective June 10, 2007 – eleven dollars and twenty cents (\$11.20)**

**(b) effective June 8, 2008 – eleven dollars and sixty cents (\$11.60)**

**17:02** For employees who work a twelve (12) hour shift where half or more of the hours are worked between 6:00 P.M. and 6:00 A.M. shall receive a shift premium in addition to the employee's regular pay. The shift premium shall be:

**(a) effective June 10, 2007 – sixteen dollars and eighty cents (\$16.80)**

**(b) effective June 8, 2008 – seventeen dollars and forty cents (\$17.40)**

**17:03** The shift premium shall not be included in the calculation of overtime payments, superannuation, group life insurance, sick leave payments, vacation pay, or any other employee benefits.

**17:04** An employee who works an overtime shift will be eligible for shift premium provided the employee is replacing another employee who would have received the shift premium if he had worked the shift. An overtime shift is defined as a full shift, i.e. eight (8) hours which is worked by an employee on an overtime basis.

### **Article 18 - Weekend Premium**

**18:01** An employee shall receive weekend premium for all regular hours of work or portions thereof on a Saturday or Sunday. The weekend premium shall be:

**(a) effective June 10, 2007 – one dollar (\$1.00)**

**(b) effective June 8, 2008 – one dollar and five cents (\$1.05)**

- 18:02** An employee who works overtime will only be eligible for weekend premium if the employee is replacing another employee who would have received the weekend premium if he or she had worked.
- 18:03** The weekend premium shall not be included in the calculation of overtime payments, superannuation, group life insurance, sick leave payments, vacation pay, or any other employee benefits.

### **Article 19 - Holidays**

**19:01** The following holidays shall be observed by the Corporation:

- |                    |   |
|--------------------|---|
| (a) New Year's Day | (g) Labour Day  |
| (b) Good Friday    | (h) Thanksgiving Day  |
| (c) Easter Monday  | (i) Remembrance Day   |
| (d) Victoria Day   | (j) Christmas Day   |
| (e) Dominion Day   | (k) Boxing Day  |
| (f) Civic Holiday  | (l) Any other holiday proclaimed by<br>Federal or Provincial Statute. |

**19:02** For calculation purposes, holidays shall be observed as indicated below:

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

**19:03** When December 24<sup>th</sup> falls on a Monday through Friday, the following shall apply:

- (a) The Corporation offices shall be closed at 1:00 p.m. in the afternoon;
- (b) some work functions may be closed at 1:00 p.m. or operated at reduced staffing levels after 1:00 p.m. at the sole discretion of the Employer

and provided services to the public are not affected;

- (c) where the Employer requires an employee to work a full shift, the employee shall be entitled to one-half (  $\frac{1}{2}$  ) day of compensatory leave to a maximum of four (4) hours;
- (d) the day shall be considered a full working day for calculation purposes. Example: an employee on vacation will be deducted one (1) day's vacation credit for the day.

**19:04** An employee who is in the employ of the Corporation at the time of a holiday and who does not work on the holiday is entitled to be paid his regular wages for such holiday except where:

- (a) he was scheduled to report to work on the day of the holiday and did not, unless his absence was due to illness; or
- (b) he was absent from work without the Corporation's consent either on the regular working day immediately preceding or following the holiday unless his absence was due to illness.

**19:05** Where an employee has been terminated or laid off by the Corporation prior to the day of the holiday, he is entitled to be paid his regular wages for the holiday providing he has earned wages for part or all of at least fifteen of the thirty calendar days immediately preceding the holiday.

**19:06** An employee is not entitled to pay for a holiday where he has voluntarily terminated his employment prior to the day of the holiday.

**19:07** The holiday pay for an employee eligible under Section 19:04 or 19:05 whose hours of work and/or wages vary from day to day shall be equivalent to his average daily earnings exclusive of overtime, for the days on which he worked during the thirty (30) calendar days immediately preceding the holiday.

**19:08** Where an employee is required to work on a holiday listed in Section 19:01, he shall be compensated for all time worked at one and one-half times (  $1\frac{1}{2}$  x ) his normal rate of pay, in addition to holiday pay if he is so eligible under Section 19:04, or he shall, at his option, be allowed

equivalent compensatory leave at a time mutually agreeable to the employee and the Corporation. If suitable compensatory leave cannot be agreed upon within thirty (30) calendar days of the holiday, the employee shall receive payment.

### **Article 20 - Vacations**

**20:01** For purposes of this Agreement, a vacation year is the period beginning on the first day of April and ending on the thirty-first day of March next following.

**20:02** Employees shall earn vacation leave credits on the following basis:

- (a) Employees who have completed less than two (2) years service, one and one-quarter (1 ¼ ) working days per complete month of service in each vacation year to be taken in the vacation year following the year in which the vacation is earned.
- (b) Commencing from the beginning of the vacation year in which two (2) years of service will be completed, one and two-thirds (1 2/3) working days per complete month of service in each vacation year to be taken in the year in which three (3) years of service are completed and yearly thereafter.
- (c) Commencing from the beginning of the vacation year in which nine (9) years of service will be completed, two and one-twelfth (2 1/12) working days per complete month of service in each vacation year to be taken in the year in which ten (10) years of service are completed and yearly thereafter.
- (d) Commencing from the beginning of the vacation year in which nineteen (19) years of service will be completed, two and one-half (2 ½) working days per completed month of service in each vacation year to be taken in the year in which twenty (20) years of service are completed and yearly thereafter.
- (e) Notwithstanding subsections (a), (b), (c) and (d), employees terminating in their second (2<sup>nd</sup>) year of service shall have their vacation leave credits cashed-out at the rate of one and one-quarter (1

$\frac{1}{4}$  ) days per complete month of service and employees terminating in their ninth (9th) year of service shall have their vacation leave credits cashed-out at the rate of one and two-thirds ( $1 \frac{2}{3}$ ) days per complete month of service, and employees terminating in their nineteenth (19<sup>th</sup>) year of service shall have their vacation leave credits cashed-out at the rate of two and one-twelfth ( $2 \frac{1}{12}$ ) days per completed month of service.

**20:03** An employee appointed on the first working day of the month shall earn vacation credits from that date. An employee appointed on any working day other than the first working day of the month, shall earn vacation credits from the first of the month following the date of his employment.

**20:04** When computing vacation leave:

- (a) any fraction of a day equal to or greater than one-half shall be computed as a half day; and
- (b) any fraction of a day less than one-half shall be computed as nothing.

**20:05** An employee with less than one vacation year's service is eligible for vacation with pay for a period calculated on the basis of one and one-quarter ( $1 \frac{1}{4}$ ) working days for each full month of service prior to the thirty-first day of March following the date of employment, but such vacation shall be taken in the following vacation year, with the exception of the vacation advance referred to in Section 20:06(b). (Example: Five months completed service prior to March 31<sup>st</sup> -  $5 \times 1 \frac{1}{4}$  days =  $6 \frac{1}{4}$  or 6 working days of vacation.)

**20:06** (a) With the exception of the conditions referred to in subsection (b), vacation leave shall not be taken in advance of when it is earned.

(b) Vacation leave up to a maximum of five (5) days may be granted in advance to a new employee during the first four months of service. Earnings in excess of five (5) days in the vacation year must be taken in the year following the vacation year in which it is earned.

(c) If, as a result of the application of subsection (b), an employee has used more vacation leave than he has earned and his services are

terminated for reason other than layoff or death, the salary overpayment resulting from the use of unearned vacation shall be recovered by the Corporation.

- (d) Vacation leave may be taken only with the consent of the Corporation.
  - (e) The Corporation may authorize vacation leave to commence on any day.
  - (f) Subject to subsections (b) and (g), vacation leave shall be taken in the vacation year following the vacation year in which it is earned.
  - (g) The Corporation may authorized that vacation leave be carried forward to the next following year to supplement the vacation period of that year, but in no case will a vacation carry-over be allowed for more than one consecutive year.
  - (h) The Corporation may authorize an employee to take his vacation leave in two or more periods.
- 20:07** (a) 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. Such payment of salary in lieu of vacation shall not be subject to superannuation or group life insurance deductions.
- (b) An employee whose vacation leave has been restricted as indicated in subsection (a), subject to section 20:06(d) and (h), may elect to postpone his unexpended vacation leave until the next following year.
- 20:08** Subject to the requirement of a department, vacation leave shall be rotated regardless of seniority of employment.
- 20:09** Where for any reason other than death, an employee leaves the Corporation after having been granted more vacation leave than he has earned in accordance with this Agreement, he shall repay the Corporation all salary paid for such excess period of vacation leave.

- 20:10** Where an employee who has not received any or all of the vacation leave to which he is entitled under this Agreement, dies or leaves the Corporation, he or his estate shall be entitled to receive the unexpended vacation credits that are owing to such employee. The payment of such credits shall be made at the employee's last regular rate of pay that was in effect at the time that the employee died or left the Corporation.
- 20:11** Vacation credits shall not accumulate for each month or portion thereof greater than one-half, during which an employee is on leave of absence without pay.
- 20:12** Reasonable travelling expenses incurred by an employee which are non-refundable shall be reimbursed to the employee when the employer cancels his/her vacation.

### **Article 21 - Sick Leave**

- 21:01** The Corporation shall grant sick leave with pay to an employee.
- 21:02** The sick leave to which an employee is entitled shall accumulate:
- (a) during the first four years of his service at the rate of 4.0 (3.5) hours for each 80 (70);**
  - (b) after the first four years of service, at the rate of 8.0 (7.0) hours for each 80 (70).**
- 21:03** Subject to sections 21:04 and 21:05, sick leave shall not accumulate beyond two hundred and eight (208) working days.
- 21:04** The Corporation may grant, in addition to the sick leave accumulated under this Agreement:
- (a) To an employee who has been employed for not less than ten (10) years but less than fifteen (15) years, and who has been granted not more than two hundred and eight (208) working days of sick leave with pay during his years of service, an additional period of sick leave with pay, which additional sick leave will increase his total sick leave**

for all his years of service to not more than two hundred and twenty-eight (228) working days;

- (b) To an employee who has been employed for not less than fifteen (15) years but less than twenty (20) years, and who has been granted not more than two hundred and twenty-eight (228) working days of sick leave with pay during his years of service, an additional period of sick leave with pay, which additional sick leave will increase his total sick leave for all his years of service to not more than two hundred and fifty-six (256) working days; and
- (c) To an employee who has been employed for not less than twenty (20) years and who has been granted not more than two hundred and fifty-six (256) working days of sick leave during his years of service, an additional period of sick leave with pay which additional leave will increase his total sick leave for all his years of service to not more than two hundred and ninety-six (296) working days.

- 21:05** With the approval of the Board of Directors of the Corporation, additional sick leave with pay may be granted over and above an employee's accumulated sick leave and additional sick leave granted under Section 21:04.
- 21:06** An employee who has been absent on sick leave with pay, upon returning to work, shall continue to accumulate sick leave up to a maximum of two hundred and eight (208) working days in accordance with Section 21:02.
- 21:07** An employee appointed on the first working day of a bi-weekly pay period shall be eligible to accumulate sick leave credits from that date. An employee appointed on any date other than the first working day of a bi-weekly pay period shall be eligible to accumulate sick leave credits from the first full bi-weekly pay period following the date of his appointment.
- 21:08** Sick leave may be granted in advance of it being earned by a new employee during the first six months of service provided that the amount advanced, when combined with credits already accumulated, does not exceed five (5) working days. If an employee has used more sick leave than he has earned and his services are terminated for a reason other than layoff or death, the

salary over-payment resulting from the use of unearned sick leave shall be recovered by the Corporation.

- 21:09** Sick leave shall not accumulate during periods where an employee is absent from work for more than ten (10) consecutive working days on:
- (a) sick leave; or
  - (b) Workers Compensation; or
  - (c) approved leave of absence with or without pay.
- 21:10** Where an employee is absent because of illness, he shall endeavour to notify his immediate supervisor of his absence due to illness at least one hour prior to and not more than thirty minutes after the normal hour of beginning work, or as soon thereafter as the means of communication permit.
- 21:11** Where an employee is absent because of sickness for a period of more than three (3) consecutive working days, he shall provide a certificate of a duly qualified medical practitioner or a sworn statutory declaration certifying that the employee is or was unable to be present at work because of the illness. Where an employee fails to furnish a certificate or statutory declaration acceptable to the Corporation, he shall not be entitled to be paid for the period of his absence.
- 21:12** Within **ten (10)** calendar days of the date of his return to work, the Corporation may require an employee who has been absent because of illness for a period of three (3) working days or less, to furnish a certificate of a duly qualified medical practitioner or a sworn statutory declaration certifying that the employee was unable to be present at work because of illness. Failure to produce a certificate or statutory declaration acceptable to the Corporation will result in a loss of pay for the period of absence.
- 21:13** Where an employee has been absent for a period of three (3) working days or less because of sickness, he shall complete and submit a return on a form as required by the Corporation.
- 21:14** Where an employee becomes ill and/or is hospitalized during his scheduled annual vacation, provided the period of illness and/or hospitalization is over three (3) days, the Corporation may grant sick leave and credit the

employee with alternate days vacation equivalent to the number of days approved sick leave up to a maximum of ten (10) days. The employee will be required to provide a certificate of a duly qualified medical practitioner acceptable to the Corporation or proof of hospitalization acceptable to the Corporation.

- 21:15** When an employee is unable to work and is in receipt of an income replacement indemnity (IRI) from the Manitoba Public Insurance Corporation (MPIC) as a result of an injury incurred in a vehicle accident, the employee may elect to be paid an additional amount, which when combined with the IRI benefit, shall ensure the maintenance of net salary consistent as if they were in receipt of regular sick leave. Such additional amount shall be chargeable to the employee's sick leave credits accrued at the time the employee commenced receipt of the IRI and such additional payment shall be payable until the employee's accrued sick leave credits have been exhausted.

## **Article 22 - Maternity Leave**

- 22:01** An employee who qualifies for Maternity Leave may apply for such leave in accordance with either Plan A or Plan B but not both.

### **Plan A**

- 22:02** In order to qualify for Plan A, a pregnant employee must:
- (a) have completed seven (7) continuous months of employment for or with the 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.

- 22:03** An employee who qualifies is entitled to and shall be granted Maternity Leave without pay consisting of:
- (a) a period not exceeding seventeen (17) weeks if delivery occurs on or before the date of delivery specified in the certificate mentioned in Section :02(c), or
  - (b) a period of seventeen (17) weeks plus an additional period equal to the period between the date of delivery specified in the certificate mentioned in Section :02(c) and the actual date of delivery, if delivery occurs after the date mentioned in that certificate;
  - (c) the Corporation may vary the length of Maternity Leave upon proper certification by the attending physician.
- 22:04** Sections 60(1) through 60(4) inclusive of The Employment Standards Code respecting Maternity Leave shall apply “mutatis mutandis.”
- 22:05**
- (a) An employee who has been granted Maternity Leave shall be permitted to apply up to a maximum of ten (10) days of her accumulated sick leave against the Employment Insurance (EI) waiting period;
  - (b) Should the employee not return to work following her Maternity Leave for a period of employment sufficient to allow for re-accumulation of the number of sick days granted under subsection (a), the employee shall compensate the Corporation for the balance of the outstanding days at the time of termination. Approved sick leave with pay granted during the period of return shall be counted as days worked.

### **Plan B**

- 22:06** In order to qualify for Plan B a pregnant employee must:
- (a) have completed seven (7) continuous months of employment 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 Employment Insurance benefits and that The Department of Human Resources and Skills Development (HRSD) has agreed that the employee has qualified for and is entitled to such Employment Insurance benefits pursuant to Section 22, Employment Insurance Act.

**22:07** 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) if she does not take Parental Leave as provided in Article 23 she will return to work on the date of the expiry of her Maternity Leave; and
- (c) if she does take Parental Leave as provided in Article 23 she will return to work on the date of the expiry of her Parental Leave; and
- (d) should she fail to return to work as provided 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 allowance during her entire period of Maternity Leave.

**22:08** An employee who qualifies is entitled to a Maternity Leave consisting of:

- (a) a period not exceeding seventeen (17) weeks if delivery occurs on or before the date of delivery specified in the certificate mentioned in Section :06(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 :06(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.

**22:09** During the period of Maternity Leave, an employee who qualifies is entitled to a Supplement to Employment Insurance (EI) Maternity Benefits as follows:

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

**22:10** Plan B does not apply to part-time employees or employees subject to layoff.

**22:11** During the period of Maternity Leave, benefits will not accrue. However, the period of Maternity Leave will count as service towards eligibility for long service vacation and long service sick leave entitlement. The application of this Section is limited to Maternity Leaves commencing on and after March 31, 1985.

### **Article 23 - Parental Leave**

**23:01** In order to qualify for Parental Leave, an employee must:

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

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

**23:02** An employee who qualifies under :01 must:

(a) have completed seven (7) months continuous service and

(b) submit to the Employer an application in writing for Parental Leave at least four (4) weeks before the day specified in the application as the day on which the employee intends to commence the leave.

**23:03** An employee who qualifies in accordance with :01 and :02 is entitled to Parental Leave without pay for a continuous period of up to thirty-seven (37) weeks.

**23:04** Subject to Section :05, Parental Leave must commence no later than the first anniversary date of the birth of adoption of the child or of the date on which the child comes into the actual care and custody of the employee.

**23:05** Where an employee intends to take Parental Leave in addition to Maternity Leave, the employee must commence the Parental Leave immediately on expiry of the Maternity Leave without a return to work after expiry of the Maternity Leave.

**23:06** A male employee shall be granted one (1) day's leave with pay to attend to needs directly related to the birth of his child. Such leave shall be granted on the date of or the day following the birth of his child, or the day of his wife's or common-law wife's admission to, or discharge from hospital or such other day as may be mutually agreed.

**23:07** An employee shall be granted one (1) day's leave with pay to attend to the needs directly related to the adoption of his child. At the employee's option such leave shall be granted on the day of, or the day following the adoption or such other day as may be mutually agreed. The employee may be required to furnish proof of adoption.

## **Article 24 - Seniority**

**24:01** Seniority is defined as an employee's length of service with the Corporation provided such service has not been broken by termination of the employee.

- 24:02** The Corporation shall maintain seniority lists showing the date upon which employee's service commenced and the accumulated service to the date of production of such lists. A copy of such list shall be provided to the Union within sixty (60) days of the signing of this Agreement. The list is to be revised every twelve (12) months thereafter with a copy provided to the Union.
- 24:03** Where an employee disputes his seniority he may file a grievance as per Article 14 beginning at Step 2.
- 24:04** Seniority will continue to accrue if an employee:
- (a) is on any period of paid leave of absence;
  - (b) is on any period of sick leave;
  - (c) is on an education leave of absence up to one (1) year;
  - (d) is on Workers Compensation for a period of up to two (2) years;
  - (e) is on Maternity Leave or parenting leave;
  - (f) is on an approved leave of absence to seek or hold Union or elected office.

### **Article 25 - Compassionate Leave**

- 25:01** An employee shall be entitled to compassionate leave of four (4) working days without loss of salary in the event of the death of a parent, step-parent, spouse, child, or step-child.
- 25:02** An employee shall be entitled to compassionate leave of three (3) working days without loss of salary in the event of the death of a brother, step-brother, sister, step-sister, ward of the employee, or relative permanently residing in the employee's household or with whom the employee permanently resides.

- 25:03** An employee shall be entitled to compassionate leave of one (1) working day without loss of salary in the event of the death of the employee's grandparent, son-in-law, daughter-in-law, brother-in-law, sister-in-law, mother-in-law, father-in-law, aunt, uncle, or grandchild.
- 25:04** An employee shall be entitled to additional compassionate or special leave up to a maximum of two (2) days without loss of salary, requested for the purpose of attending a funeral at a distance in excess of two hundred and twenty-five (225) kilometres from the employee's home.
- 25:05** Provided an employee has not received compassionate leave for the death in question, the employee shall be entitled to compassionate leave up to a maximum of one (1) day without loss of salary for attending a funeral as a pallbearer.

### **Article 26 - Family Related Leave**

- 26:01** An employee shall be entitled to up to five (5) days of leave with pay in each fiscal year to be granted on the recommendation of the employing authority as follows and charged against the employee's sick leave credits:
- (a) the leave shall be for the purpose of attending to family responsibilities which are real, immediate and unavoidable and which necessitate the employee's absence from work;
  - (b) the family responsibilities of the employee could not reasonably be accommodated by some other person or in some other way or at some other time;
  - (c) the amount of leave is intended to cover the period until appropriate alternative arrangements can be made.
- 26:02** An employee's sick leave accumulation under Article 21 - Sick Leave will not be reduced to less than twelve (12) days per year as a result of the application of this provision.

### **Article 27 - Court Leave**

**27:01** An employee who is summoned for jury duty or who receives a summons or subpoena to appear as a witness in a court proceeding, other than a court proceeding occasioned by the employee's private affairs, shall be granted a leave of absence with pay for the required period of absence and all jury or witness fees received by the employee shall be remitted to the Corporation.

### **Article 28 - Educational Leave**

**28:01** All employee requests for educational leave shall be submitted to the **Chief Executive Officer** of the Corporation who shall determine the amount of leave and/or assistance, if any, to be provided.

**28:02** An employee required by the Corporation to take any course(s) shall receive full pay and benefits and shall, in addition, be reimbursed for his expenses in accordance with the General Manual of Administration.

### **Article 29 - Accidents - Workers Compensation**

**29:01** Where 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 gross salary. 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.

**29:02** Where an employee is absent due to injuries or disabilities for which compensation is paid under The Workers Compensation Act, vacation leave shall accumulate as if the employee were not absent, but the extent of such accumulation shall not continue beyond twelve (12) consecutive calendar months from the date the injury or disability occurred.

**29:03** Notwithstanding Section :01, effective January 1, 1995 an employee's pay may only be "topped up" by 10% of net salary.

If at any time it is decided by the Workers Compensation Board that the additional amount in Section :01 must be offset against benefits otherwise payable by the Workers Compensation Board, then such additional amount shall not be payable.

### **Article 30 - Severance Pay**

- 30:01** Employees with nine (9) or more years of continuous employment whose services are terminated as a result of retirement in accordance with the provision of The Civil Service Superannuation Act, or death, shall be paid, or to the employee's estate in the event of death, severance pay in the amount of one week's pay for each complete year of continuous employment or portion thereof, but the total amount of severance pay shall not exceed fifteen (15) weeks' pay. (Example: 10 years, 8 complete months of continuous service equals 10 8/12 years of continuous service for purposes of calculation.)
- 30:02** Where an employee in his or her ninth (9<sup>th</sup>) year of continuous service fails to complete nine (9) years' continuous service as a result of retirement in accordance with the provisions of The Civil Service Superannuation Act, or death, the employee shall be paid, or to the employee's estate in the event of death, severance pay on the basis of nine (9) weeks' pay multiplied by the factor of the number of complete months service completed in his ninth (9<sup>th</sup>) year divided by twelve (12) months.
- 30:03** In addition to the severance pay set out in Section :01, employees who retire in accordance with the provisions of The Civil Service Superannuation Act will also be eligible for the following severance pay:
- (a) for employees with twenty (20) or more years of accumulated service, an additional two (2) weeks' pay;
  - (b) for employees with twenty-five (25) or more years of accumulated service, two (2) weeks' pay in addition to the amount in Subsection (a);
  - (c) for employees with thirty (30) or more years of accumulated service, two (2) weeks' pay in addition to the amount in Subsections (a) and (b);

- (d) for employees with thirty-five (35) or more years of accumulated service, two (2) weeks' pay in addition to the amounts in Subsections (a), (b) and (c).
- 30:04** Employees with one (1) or more years of continuous employment whose services are terminated as a result of permanent layoff shall be paid severance pay in the amount of one weeks' pay for each complete year of continuous employment or portion thereof, but the total amount of severance pay shall not exceed 26 (twenty-six) weeks' pay.
- 30:05** Where an employee in his or her first (1<sup>st</sup>) year of accumulated service fails to complete one (1) years' continuous employment as a result of permanent layoff, the employee shall be paid severance pay on the basis of one (1) weeks' pay multiplied by the factor of the number of complete months service completed in his first (1<sup>st</sup>) year divided by twelve (12) months.
- 30:06** The rate of pay referred to in this Article shall be determined on the basis of the last regular bi-weekly rate of pay, excluding allowances, which was in effect for the employee at the time of retirement, permanent layoff, or death.
- 30:07** For the purpose of this Article permanent layoff will occur two years following initial layoff or earlier if requested by the employee.
- 30:08** An employee who is eligible to receive severance pay in accordance with this Article may elect to receive the severance pay in two equal payments provided both payments occur within the same fiscal year as the effective date of the retirement or permanent layoff. In the case of severance payable on permanent layoff, this provision only applies if the employee immediately elects permanent layoff upon receiving notice of layoff and waives the right to be placed on the re-employment list.
- 30:09** All changes to this Article are effective the first day of the bi-weekly pay period following the date of signing.

### **Article 31 - Reclassification Procedure**

- 31:01** Where an employee considers that his present position is improperly classified, he may apply in writing to the **Chief Executive Officer**

requesting reclassification to a different classification within the pay plan. The application to the **Chief Executive Officer** shall include a written statement of the duties and responsibilities and the reasons for the reclassification request.

- 31:02** Within thirty (30) working days of the receipt of the reclassification request, the **Chief Executive Officer** or his designate shall issue a decision to the employee.
- 31:03** The Union may appeal the decision of the **Chief Executive Officer** or his designate to the Chairman of the Board within fifteen (15) working days of receipt of the decision. The Chairman of the Board shall issue a decision to the employee within twenty (20) working days of receipt of the appeal.
- 31:04** The Union may refer the decision of the Chairman of the Board to a board of arbitration within fifteen (15) working days of the receipt of the decision in accordance with the procedure specified in the agreement.
- 31:05** The time limits in this Article may be varied by mutual agreement of the parties hereto.
- 31:06** The effective day of a reclassification will be determined by the date the request is formally brought to the attention of the **Chief Executive Officer**.

### **Article 32 - Union Stewards**

- 32:01** The Corporation recognizes the Union's right to elect or appoint Stewards to represent employees and/or the Union.
- 32:02** The Union agrees that the Corporation shall have the right to consult on the number of Stewards and the jurisdiction of each Steward having regard to the plan of the organization, the distribution of the employees at the workplace, and the administrative structure implied by the Grievance Procedure.
- 32:03** The Union agrees to provide the Corporation with a list of Stewards and any subsequent changes. The Union shall provide appropriate identification for Stewards.

- 32:04** For complaints of an urgent nature, a Steward shall first obtain the permission of his supervisor before leaving his work to investigate such complaint with the employee and supervisor or Corporation official concerned. Such permission shall not be unreasonably sought or withheld. On resuming his normal duties, the Steward shall notify his supervisor of his return.
- 32:05** When it is necessary for a Steward to investigate a complaint or grievance during working hours, no deduction in salary shall be made from the Steward or employee concerned, provided that each has obtained approval from his supervisor for the time required to deal with the complaint or grievance. On resuming their duties, the Steward and employee shall notify their supervisor(s) of their return.
- 32:06** Upon request, a Union representative shall be provided with the opportunity to meet with newly hired employees for up to twenty (20) minutes during regular working hours. The time shall be established by agreement subject to operational requirements.

### **Article 33 - Union Business**

- 33:01** Employees shall not conduct Union Business during their working hours unless a leave of absence for that purpose has been granted in accordance with the following procedure:
- (a) Requests for such leave shall be made in writing by the Union to the Corporation with reasonable advance notice and shall be granted only where operational requirements permit; and
  - (b) Where such leave of absence has been granted under sub-section (a), the Union shall reimburse the Corporation one hundred percent (100%) of the wages paid to such employees during the approved absence; and
  - (c) Where such leave of absence results in another employee working overtime to replace the employee on Union Business, the Union shall reimburse the Corporation one hundred percent (100%) of the wages so paid.

- 33:02** Union staff members shall not visit employees during their working hours unless prior approval has been obtained from the employee's excluded supervisor. Such approval will not be unreasonably withheld.
- 33:03** The Corporation agrees to provide bulletin board space for the Union to post information of interest to its members.
- 33:04** For time spent with the Corporation's representatives during negotiation of the collective agreement between the Corporation and the Union, the Union will be allowed to have no more than two (2) employees present at each bargaining session on a time-off with pay basis.

### **Article 34 - Performance Review and Records File**

- 34:01** Upon written request to the **Chief Executive Officer** of the Corporation, an employee's own central records file shall be made available to him for his examination in the presence of an authorized representative of the Corporation. If he so wishes, the employee may be accompanied by a representative of the Union who shall be named in the request. The employee shall, upon request, receive a copy of any document in his file.
- 34:02** Where a formal written assessment of an employee's performance is made, the employee shall be shown such written assessment and shall sign it indicating he has read it. The employee shall have the right to place his own comments on the assessment and shall, upon request, receive a copy of the assessment.

### **Article 35 - Contracting Out**

- 35:01** Where work is to be contracted out which would result in the redundancy of employees in the bargaining unit, then the Corporation will provide the Union with four (4) months' notice.
- 35:02** During the notice period, the Labour/Management Committee in the Corporation shall meet to discuss the reasons and possible alternatives to the proposed contracting out as well as to facilitate potential retraining and/or redeployment opportunities.

### **Article 36 - Civil Liability**

**36:01** If an action or proceeding is brought against any employee covered by this Agreement for an alleged tort committed by him in the performance of his duties, then:

- (a) The employee, upon being served with any legal process, or upon receipt of any action or proceeding as hereinbefore referred to, being commenced against him shall advise the Corporation through the **Chief Executive Officer** of any such notification or legal process;
- (b) The Corporation shall pay any damages or costs awarded against any such employee in any such action or proceeding and all legal fees, and/or;
- (c) The Corporation shall pay any sum required to be paid by such employee in connection with the settlement of any claim made against such employee if such settlement is approved by the Corporation before the same is finalized; provided the conduct of the employee which gave rise to the action did not constitute a gross disregard or neglect of his duty as an employee.
- (d) Upon the employee notifying the corporation in accordance with paragraph (a) above, the Corporation and the employee shall forthwith meet and appoint counsel that is mutually agreeable to both parties. Should the parties be unable to agree on counsel that is satisfactory to both, then the Corporation shall unilaterally appoint counsel. The Corporation accepts full responsibility for the conduct of the action and the employee agrees to co-operate fully with appointed counsel.

### **Article 37 - General Provisions**

**37:01** The Corporation may, at any time require an employee to have a:

- (a) psychiatric examination;
- (b) physical examination; or
- (c) a psychiatric and physical examination.

The cost of any such examination of an employee to be assumed by the Corporation.

- 37:02** (a) Retroactive pay adjustments for the period between the expiration of the old Agreement and the date of the new Agreement shall apply to:
- (i) employees who are in the employ of the Corporation on the date of the signing of the new Agreement;
  - (ii) employees who have left the Corporation during the above-mentioned period but who have taken compulsory retirement or voluntary early retirement in accordance with the provision of The Civil Service Superannuation Act, or who have died in service;
  - (iii) employees who have left the Corporation during the interim period by reason of being laid off by the Corporation.
- (b) Upon written request within sixty (60) days from the signing date of this Agreement, the Corporation agrees to pay retroactive salary adjustments to employees who have left the Corporation between the effective date of the Agreement and the date it is signed.
- 37:03** The Corporation agrees to recognize the existing policies on “Loss or Damage to Personal Effects” , “Meal Allowances During Overtime Work” and “**Privately Owned Vehicle Reimbursement Rates**”, as outlined in the General Manual of Administration.
- 37:04** In recognition of the mutual benefits to be derived from joint consultation, the parties agree to a continuation of a Labour/Management Committee to be comprised of two (2) elected employee representatives and one (1) Union staff member, together with equal representation from the Corporation as determined by Management. The Committee shall consult on all matters of common interest to the parties and the frequency of meetings shall be as determined by mutual agreement.
- 37:05** The Corporation agrees to print this Collective Agreement and further agrees to distribute a copy to each employee on request.

### **Article 38 - Dental Plan**

- 38:01** The parties agree to the continuation of the Dental Services Plan with the following changes:
- (a) effective the first of the month following the date of signing of this Agreement and limited to dental work performed on and after that date, the basis for payment for covered services shall be the **2007** Manitoba Dental Association (MDA) Fee Guide;
  - (b) the **2008** and **2009** MDA Fee Guides will be implemented effective January 1 of each respective year;
  - (c) dental coverage will continue for the first seventeen (17) weeks of Maternity Leave effective the first of the month following the date of signing and limited to Maternity Leaves commencing on and after that date;
  - (d) the annual maximum per claimant will be increased as follows:
    - effective June 1, 2004 - one thousand four hundred and seventy-five dollars (\$1,475.00).
  - (e) the orthodontic lifetime maximum will be increased as follows:
    - effective June 1, 2004 - one thousand six hundred and seventy-five dollars (\$1,675.00).
  - (f) effective the first of the month following the date of signing of this Agreement and limited to dental work performed on and after that date, part-time employees will be eligible for family coverage based on fifty percent (50%) of the annual maximum per claimant identified in each of (d) and (e) above.
  - (g) prior to January 1, 2001 all part-time employees on staff as of the date of signing of this Agreement will be given the option to choose either:
    - (i) to maintain their single coverage under the dental plan; or

- (ii) to elect family coverage on a pro-rated basis in accordance with Section (f);
- (h) all employees hired after the date of signing of this Agreement will be eligible for family coverage in accordance with Section (f).

### **Article 39 - Vision Care Plan**

- 39:01** The parties agree to the continuation of the Vision Care Plan with the following changes:
- (a) effective the first of the month following the date of signing of this Agreement and limited to vision care services performed on and after that date, the basis for payment for covered services shall be the **2007** Optometric or Ophthalmological Fee Guide;
  - (b) the **2008** and **2009** Fee Guides will be implemented effective January 1 of each respective year;
  - (c) changes to the Dental Plan respecting eligibility during Maternity Leave and pro-rated family coverage for part-time employees will also apply to the Vision Care Plan;
  - (d) the maximum per claimant will be increased to two hundred and twenty-five dollars (\$225.00) effective June 1, 2004.

### **Article 40 - Sexual Harassment**

- 40:01** The parties recognize that the problem of sexual harassment may exist. However, the parties agree that sexual harassment will not be tolerated in the workplace or in connection with the workplace.
- 40:02** Where an employee is of the opinion that the employee has been or is being sexually harassed by another employee, the employee may forward a written complaint directly to the **Chief Executive Officer**. The complaint shall be marked "Personal and Confidential".
- 40:03** The **Chief Executive Officer** or designate will endeavour to resolve the matter in an expeditious and confidential manner.

- 40:04** The alleged offender shall be entitled to notice of the complaint and shall be given the opportunity to respond to the complaint.
- 40:05** The **Chief Executive Officer** or designate, after investigating the complaint, shall have the authority to:
- (a) dismiss the complaint; or
  - (b) determine the appropriate discipline; and/or
  - (c) take any action which, in the **Chief Executive Officer's** opinion, may be necessary.
- 40:06** Where the **Chief Executive Officer** or designate determines that a complaint has been made for frivolous or vindictive reasons, the **Chief Executive Officer** shall have the authority to:
- (a) take disciplinary action against the complainant; and/or
  - (b) take any action against the complainant which, in the **Chief Executive Officer's** opinion, may be necessary.

### **Article 41 - Long Term Disability Income Plan**

- 41:01** The parties agree that the Corporation shall provide an employer paid Long Term Disability Income Plan for eligible employees. The regulations governing this Plan will be agreed upon in a separate Memorandum of Agreement.

### **Article 42 - Health and Safety**

- 42:01** The Corporation and the Union recognize that safety, accident prevention and the preservation of health are of primary importance and that these activities require the combined efforts of the Corporation, employees, and the Union.
- 42:03** The Union will continue to make every effort to obtain the cooperation of each employee within the bargaining unit in the observation of all reasonable safety rules, practices and procedures.

- 42:04** Every employee shall take all reasonable precautions and follow all reasonable safety rules, practices and procedures in order to protect his or her safety and health and the safety and health of any other persons who may be affected by his or her acts or omissions at work.
- 42:05** The parties recognize the importance of establishing a Workplace Safety and Health Committee to enhance the ability of employees and managers to resolve health and safety concerns.
- 42:06** The objectives of the Workplace Safety and Health Committee include:
- (a) assisting employees to identify, record, examine, evaluate and resolve health and safety concerns in the workplace;
  - (b) developing practical procedures and conditions to help achieve health and safety in the workplace;
  - (c) promoting education and training programs to develop detailed knowledge of health and safety concerns and responsibilities in each individual workplace.
- 42:07** Where a supervisor knows that any condition exists at a workplace that is unusually dangerous to the safety and health of an employee, the supervisor shall not require or permit an employee to engage in, carry on or continue to work in that workplace under that condition.
- (a) Where an employee has reason to believe, and does believe, that a condition exists that is dangerous to his or her safety or health in the performance of his or her work, the employee shall report that condition to his or her supervisor.
  - (b) The supervisor upon being notified under (a) above shall inspect the condition with the employee and discuss the employee's reasons for believing the condition to be dangerous. Where there is a Safety and Health committee at the workplace, the co-chairpersons may be asked to participate.
  - (c) If the employee is unsatisfied with the supervisor's decision or if the supervisor refuses to inspect the condition, the employee shall contact,

in writing or by telephone, the Workplace Safety and Health Division without delay.

- (d) If the employee refuses to work because of his or her belief that the condition is dangerous, the employee must be available to perform other work assigned.

**42:08** Where an employee has refused to perform work in accordance with Article 42:07, no other employee shall be assigned the particular work unless such employee is notified of the refusal and the reasons for the refusal, if known.

**42:09** Nothing in this Article prevents the doing of any work or thing that may be necessary in order to remedy the dangerous condition described in Article 42:07.

**42:10** Disciplinary action shall not be taken against an employee solely for the reason that the employee:

- (a) made a report Under Article 42:07, and
- (b) refused to work or continue to work under the conditions described under Article 42:07 provided a safety and health officer has reported in writing that the employee has reasonable and probable grounds for believing that those conditions were dangerous to his or her safety or health.

**42:11** Where an employee willfully takes unfair advantage of the provisions described in Article 42:07, the employee may be subject to disciplinary action up to and including suspension or dismissal.

### **Article 43 - Technological Change**

**43:01** The Corporation and the Union recognize that technological change can offer significant improvements in the quality and quantity of services provided to the public.

**43:02** For the purposes of this Article “technological change” means the introduction of equipment or material into operations which is likely to

affect the security of employment of regular employees or departmental employees who are employed on a full-time, year-round basis.

**43:03** The Corporation agrees that it will endeavour to introduce technological change in a manner which, as much as is practicable, will minimize the disruptive effects on services to the public and employees.

**43:04** Where the Corporation intends to introduce technological change, the following procedure will be followed:

- (a) the Corporation will provide the Union with six (6) months notice prior to the date the change is to be effective;
- (b) during this period, the parties will meet to discuss the steps to be taken to assist the employees who could be affected;
- (c) where retraining is to be provided, it shall be provided during the employees' normal working hours except where the retraining is not available during the employee's normal working hours;
- (d) at the request of either party, an on-site Technological Change Implementation Committee shall be established at the work location(s) affected. The Committee will consist of two (2) worker representatives and two (2) management representatives. The role of the Committee will be to facilitate the implementation of the technological change in a manner consistent with this Article.

**43:05** The provisions of this Article are intended to assist employees affected by technological change and Section 83, 84 and 85 of The Labour Relations Act do not apply during the term of this Agreement.

**43:06** Where a work at home arrangement is entered into between the Corporation and an employee; Article 22 - Work at Home, of the Manitoba Government Employees' Master Agreement between the Province of Manitoba and the Manitoba Government Employees' Union will apply.

### **Article 44 - No Discrimination**

**44:01** The parties agree that there shall be no discrimination, harassment, coercion or interference exercised or practised with respect to any employee by reason of age, sex, marital status, sexual orientation, race, creed, colour, ethnic or national origin, political or religious affiliation or membership in the Union or activities in the Union.

### **Article 45 - Video Display Terminals**

**45:01** A pregnant VDT Operator may request a job reassignment for the period of pregnancy by forwarding a written request to the employing authority along with a certificate from a duly qualified medical practitioner certifying she is pregnant. Upon receipt of the request, the employing authority, where possible, will assign the VDT Operator to an alternate position and/or classification or to alternate duties within five (5) working days of the request. Where the Corporation is unable to accomplish this, the Corporation and the Union will meet without delay in an effort to resolve the matter.

**45:02** Where an Operator is of the opinion that the work results in undue eye fatigue, the employee may request a review of the job duties. The Corporation will endeavour to design the job of the Operator in a manner that will, wherever practicable, permit an Operator to be assigned at least ten (10) minutes of alternate duties during any two (2) hour period of continuous operation.

**45:03** The parties agree to the establishment of a committee of Union and Management representatives which is responsible for:

- (a) gathering and assessing research studies, and technical reports respecting the subject;
- (b) making appropriate recommendations respecting health and safety precautions to be taken in new or existing VDT installations.

The Committee shall consist of three (3) management representatives and three (3) representatives of the Union. It is agreed that up to two (2) employee representatives shall be on a time-off with pay basis.

### **Article 46 - Employee Assistance Program**

**46:01** The Corporation shall cover the cost of providing access to the joint Government/Union Employee Assistance Program.

### **Article 47 - Drug Plan**

**47:01** The parties agree to the continuation of the Drug Care plan as follows:

- (a) eligibility requirements for employees and dependents are the same as the Dental Services Plan;**
- (b) co-insurance based on 80% reimbursement;**
- (c) the maximum payment per contract (family) is six hundred and fifty dollars (\$650) per year;**
- (d) effective April 1, 2008, the maximum payout per contract (family) is seven hundred dollars (\$700) per year;**
- (e) part-time employees are eligible for family coverage based on fifty percent (50%) of the annual maximum per claimant.**

### **Article 48 - Safety Footwear**

**48:01** Where an employee is required, as a condition of employment, to provide and wear approved safety footwear during the course of the employee's regular duties, the employer will be eligible for an allowance once per fiscal year, to help offset the cost to the employee of purchasing approved safety footwear. The allowance shall be up to a maximum of one hundred and five dollars (\$105.00) effective the date of signing of this Agreement, and will be increased effective April 1, 2008 to up to a maximum one hundred and ten dollars (\$110.00).

**48:02** The allowance will be paid under the following conditions:

- (a) the safety footwear purchased must be approved by the Canadian Standards Association; and**
- (b) satisfactory proof of purchase must be provided by the employee; and**

- (c) the employee must have purchased safety footwear specifically for employment with the Corporation; and**
- (d) to be eligible to receive the allowance an employee must work five (5) consecutive work days.**

Signed at Winnipeg, Manitoba this 12<sup>th</sup> day of September, 2007.

Keith Hoan  
Manitoba Centennial Centre Corporation

Oscar Bevilacqua  
Manitoba Government and General Employees' Union

[Signature]  
Manitoba Centennial Centre Corporation

James Tunney  
Manitoba Government and General Employees' Union

Shirley LeFevre  
Witness

[Signature]  
Witness

**Salary Schedule**

**Year 1**  
**Effective 06-18-06 to 06-09-07**

**Office Personnel**

| <b>Classification</b>      | <b>Step 1</b>               | <b>Step 2</b>               | <b>Step 3</b>               | <b>Step 4</b>               | <b>Step 5</b>               | <b>Step 6</b>               | <b>Step 7</b> |
|----------------------------|-----------------------------|-----------------------------|-----------------------------|-----------------------------|-----------------------------|-----------------------------|---------------|
| Accountant 1               | 35,289<br>1,352.74<br>19.32 | 36,200<br>1,387.66<br>19.82 | 38,264<br>1,466.78<br>20.95 | 39,781<br>1,524.94<br>21.78 | 41,440<br>1,588.55<br>22.69 | 43,140<br>1,653.70<br>23.62 |               |
| Accounting Clerk 1         | 27,188<br>1,042.21<br>14.89 | 28,176<br>1,080.06<br>15.43 | 29,205<br>1,119.53<br>15.99 | 30,340<br>1,163.02<br>16.61 | 31,453<br>1,205.71<br>17.22 | 32,693<br>1,253.23<br>17.90 |               |
| Accounting Clerk 2         | 32,084<br>1,229.87<br>17.57 | 33,260<br>1,274.97<br>18.21 | 34,647<br>1,328.12<br>18.97 | 35,929<br>1,377.26<br>19.68 | 37,399<br>1,433.64<br>20.48 | 38,933<br>1,492.43<br>21.32 |               |
| Administrative Secretary 2 | 24,787<br>950.19<br>13.57   | 25,698<br>985.09<br>14.07   | 26,669<br>1,022.31<br>14.60 | 27,641<br>1,059.55<br>15.14 | 28,612<br>1,096.78<br>15.67 | 29,725<br>1,139.44<br>16.28 |               |
| Administrative Secretary 3 | 26,184<br>1,003.70<br>14.34 | 27,135<br>1,040.16<br>14.86 | 28,126<br>1,078.17<br>15.40 | 29,219<br>1,120.05<br>16.00 | 30,291<br>1,161.16<br>16.59 | 31,485<br>1,206.93<br>17.24 |               |
| Clerk-Accounting Senior    | 30,898<br>1,184.43<br>16.92 | 32,031<br>1,227.87<br>17.54 | 33,367<br>1,279.06<br>18.27 | 34,601<br>1,326.38<br>18.95 | 36,018<br>1,380.68<br>19.72 | 37,495<br>1,437.30<br>20.53 |               |
| Clerk-Stenographer         | 26,184<br>1,003.70<br>14.34 | 27,135<br>1,040.16<br>14.86 | 28,126<br>1,078.17<br>15.40 | 29,219<br>1,120.05<br>16.00 | 30,291<br>1,161.16<br>16.59 | 31,485<br>1,206.93<br>17.24 |               |
| Clerk-Typist               | 23,998<br>919.93<br>13.14   | 24,787<br>950.19<br>13.57   | 25,698<br>985.09<br>14.07   | 26,669<br>1,022.31<br>14.60 | 27,641<br>1,059.55<br>15.14 | 28,612<br>1,096.78<br>15.67 |               |

**Year 1**  
**Effective 06-18-06 to 06-09-07**

**Operational Personnel**

| <b>Classification</b>                  | <b>Step 1</b> | <b>Step 2</b> | <b>Step 3</b> | <b>Step 4</b> | <b>Step 5</b> | <b>Step 6</b> | <b>Step 7</b> |
|--|---------------|---------------|---------------|---------------|---------------|---------------|---------------|
| Senior Electrician                     | 45,418        | 47,291        | 49,303        | 51,407        | 53,558        |               |               |
|  | 1,741.02      | 1,812.83      | 1,889.95      | 1,970.61      | 2,053.05      |               |               |
|  | 21.76         | 22.66         | 23.62         | 24.63         | 25.66         |               |               |
| Electrician                            | 42,643        | 44,470        | 46,366        | 48,262        | 50,344        |               |               |
|  | 1,634.65      | 1,704.68      | 1,777.37      | 1,850.05      | 1,929.84      |               |               |
|  | 20.43         | 21.31         | 22.22         | 23.13         | 24.12         |               |               |
| Electrician's Helper                   | 32,422        | 33,717        | 35,012        | 36,422        | 37,856        |               |               |
|  | 1,242.82      | 1,292.47      | 1,342.11      | 1,396.18      | 1,451.14      |               |               |
|  | 15.54         | 16.16         | 16.78         | 17.45         | 18.14         |               |               |
| Carpenter                              | 37,856        | 39,359        | 41,024        | 42,643        | 44,470        |               |               |
|  | 1,451.14      | 1,508.77      | 1,572.60      | 1,634.65      | 1,704.68      |               |               |
|  | 18.14         | 18.86         | 19.66         | 20.43         | 21.31         |               |               |
| Carpenter's Helper                     | 32,422        | 33,717        | 35,012        | 36,422        | 37,856        |               |               |
|  | 1,242.82      | 1,292.47      | 1,342.11      | 1,396.18      | 1,451.14      |               |               |
|  | 15.54         | 16.16         | 16.78         | 17.45         | 18.14         |               |               |
| Mechanical Maintenance<br>Tradesperson | 35,012        | 36,422        | 37,856        | 40,192        | 41,834        | 43,498        |               |
|  | 1,342.11      | 1,396.18      | 1,451.14      | 1,540.68      | 1,603.62      | 1,667.44      |               |
|  | 16.78         | 17.45         | 18.14         | 19.26         | 20.05         | 20.84         |               |
| Senior Maintenance<br>Tradesperson     | 41,733        | 43,438        | 45,167        | 47,160        | 49,105        | 51,069        |               |
|  | 1,599.78      | 1,665.13      | 1,731.41      | 1,807.81      | 1,882.37      | 1,958.15      |               |
|  | 20.00         | 20.81         | 21.64         | 22.60         | 23.53         | 24.48         |               |
| Maintenance Operator B                 | 32,422        | 33,717        | 35,012        | 36,422        | 37,856        |               |               |
|  | 1,242.82      | 1,292.47      | 1,342.11      | 1,396.18      | 1,451.14      |               |               |
|  | 15.54         | 16.16         | 16.78         | 17.45         | 18.14         |               |               |
| Maintenance Operator A                 | 31,219        | 32,422        | 33,717        | 35,012        | 36,422        |               |               |
|  | 1,196.73      | 1,242.82      | 1,292.47      | 1,342.11      | 1,396.18      |               |               |
|  | 14.96         | 15.54         | 16.16         | 16.78         | 17.45         |               |               |

| <b>Classification</b>            | <b>Step 1</b>   | <b>Step 2</b>   | <b>Step 3</b>   | <b>Step 4</b>   | <b>Step 5</b>   | <b>Step 6</b> | <b>Step 7</b> |
|----------------------------------|-----------------|-----------------|-----------------|-----------------|-----------------|---------------|---------------|
| Maintenance Helper               | 28,028          | 28,999          | 30,086          | 31,219          | 32,422          |               |               |
|                                  | 1,074.39        | 1,111.63        | 1,153.29        | 1,196.73        | 1,242.82        |               |               |
|                                  | 13.43           | 13.90           | 14.42           | 14.96           | 15.54           |               |               |
| <b>Supervisor Plant Services</b> | <b>47,160</b>   | <b>49,105</b>   | <b>51,069</b>   | <b>53,110</b>   | <b>55,234</b>   |               |               |
|                                  | <b>1,807.81</b> | <b>1,882.34</b> | <b>1,957.63</b> | <b>2,035.89</b> | <b>2,117.31</b> |               |               |
|                                  | <b>22.60</b>    | <b>23.53</b>    | <b>24.47</b>    | <b>25.45</b>    | <b>26.47</b>    |               |               |

### **Security Personnel**

|                       |          |          |          |          |          |          |  |
|-----------------------|----------|----------|----------|----------|----------|----------|--|
| Security Officer      | 26,200   | 27,171   | 28,186   | 29,200   | 30,366   | 31,466   |  |
|                       | 1,004.34 | 1,041.56 | 1,080.45 | 1,119.33 | 1,164.01 | 1,206.19 |  |
|                       | 13.45    | 13.95    | 14.47    | 14.99    | 15.59    | 16.15    |  |
| Parking Lot Attendant | 23,912   | 24,732   | 25,682   | 26,589   | 27,581   | 28,682   |  |
|                       | 916.64   | 948.07   | 984.48   | 1,019.23 | 1,057.28 | 1,099.48 |  |
|                       | 12.28    | 12.70    | 13.18    | 13.65    | 14.16    | 14.72    |  |

### **Building Service Personnel**

|                          |          |          |          |          |          |          |          |
|--------------------------|----------|----------|----------|----------|----------|----------|----------|
| Building Service Foreman | 30,294   | 31,473   | 32,722   | 33,994   | 35,359   | 36,746   |          |
|                          | 1,161.27 | 1,206.48 | 1,254.35 | 1,303.10 | 1,355.41 | 1,408.60 |          |
|                          | 14.52    | 15.08    | 15.68    | 16.29    | 16.94    | 17.61    |          |
| Building Service Worker  | 23,172   | 23,958   | 24,860   | 25,715   | 26,548   | 27,635   | 28,652   |
|                          | 888.24   | 918.38   | 952.95   | 985.75   | 1,017.66 | 1,059.33 | 1,098.33 |
|                          | 11.10    | 11.48    | 11.91    | 12.32    | 12.72    | 13.24    | 13.73    |

**Salary Schedule**

**Year 2**  
**Effective 06-10-07 to 06-07-08**

**Office Personnel**

| <b>Classification</b>      | <b>Step 1</b> | <b>Step 2</b> | <b>Step 3</b> | <b>Step 4</b> | <b>Step 5</b> | <b>Step 6</b> | <b>Step 7</b> |
|----------------------------|---------------|---------------|---------------|---------------|---------------|---------------|---------------|
| Accountant 1               | 36,171        | 37,105        | 39,220        | 40,776        | 42,476        | 44,219        |               |
|                            | 1,386.56      | 1,422.35      | 1,503.44      | 1,563.07      | 1,628.26      | 1,695.05      |               |
|                            | 19.81         | 20.32         | 21.48         | 22.33         | 23.26         | 24.21         |               |
| Accounting Clerk 1         | 27,868        | 28,880        | 29,935        | 31,098        | 32,240        | 33,510        |               |
|                            | 1,068.26      | 1,107.06      | 1,147.51      | 1,192.09      | 1,235.85      | 1,284.56      |               |
|                            | 15.26         | 15.82         | 16.39         | 17.03         | 17.66         | 18.35         |               |
| Accounting Clerk 2         | 32,886        | 34,092        | 35,513        | 36,827        | 38,334        | 39,906        |               |
|                            | 1,260.61      | 1,306.84      | 1,361.33      | 1,411.69      | 1,469.48      | 1,529.74      |               |
|                            | 18.01         | 18.67         | 19.45         | 20.17         | 20.99         | 21.85         |               |
| Administrative Secretary 2 | 25,407        | 26,340        | 27,336        | 28,332        | 29,327        | 30,468        |               |
|                            | 973.94        | 1,009.71      | 1,047.87      | 1,086.04      | 1,124.20      | 1,167.93      |               |
|                            | 13.91         | 14.42         | 14.97         | 15.51         | 16.06         | 16.68         |               |
| Administrative Secretary 3 | 26,838        | 27,813        | 28,829        | 29,949        | 31,048        | 32,272        |               |
|                            | 1,028.79      | 1,066.16      | 1,105.12      | 1,148.05      | 1,190.19      | 1,237.10      |               |
|                            | 14.70         | 15.23         | 15.79         | 16.40         | 17.00         | 17.67         |               |
| Clerk-Accounting Senior    | 31,671        | 32,832        | 34,201        | 35,466        | 36,918        | 38,432        |               |
|                            | 1,214.04      | 1,258.56      | 1,311.03      | 1,359.54      | 1,415.19      | 1,473.23      |               |
|                            | 17.34         | 17.98         | 18.73         | 19.42         | 20.22         | 21.05         |               |
| Clerk-Stenographer         | 26,838        | 27,813        | 28,829        | 29,949        | 31,048        | 32,272        |               |
|                            | 1,028.79      | 1,066.16      | 1,105.12      | 1,148.05      | 1,190.19      | 1,237.10      |               |
|                            | 14.70         | 15.23         | 15.79         | 16.40         | 17.00         | 17.67         |               |
| Clerk-Typist               | 24,598        | 25,407        | 26,340        | 27,336        | 28,332        | 29,327        |               |
|                            | 942.93        | 973.94        | 1,009.71      | 1,047.87      | 1,086.04      | 1,124.20      |               |
|                            | 13.47         | 13.91         | 14.42         | 14.97         | 15.51         | 16.06         |               |

**Year 2**  
**Effective 06-10-07 to 06-07-08**

**Operational Personnel**

| <b>Classification</b>                  | <b>Step 1</b> | <b>Step 2</b> | <b>Step 3</b> | <b>Step 4</b> | <b>Step 5</b> | <b>Step 6</b> | <b>Step 7</b> |
|--|---------------|---------------|---------------|---------------|---------------|---------------|---------------|
| Senior Electrician                     | 46,554        | 48,473        | 50,536        | 52,693        | 54,897        |               |               |
|  | 1,784.55      | 1,858.15      | 1,937.19      | 2,019.88      | 2,104.38      |               |               |
|  | 22.31         | 23.23         | 24.21         | 25.25         | 26.30         |               |               |
| Electrician                            | 43,709        | 45,582        | 47,525        | 49,469        | 51,602        |               |               |
|  | 1,675.52      | 1,747.29      | 1,821.80      | 1,896.30      | 1,978.09      |               |               |
|  | 20.94         | 21.84         | 22.77         | 23.70         | 24.73         |               |               |
| Electrician's Helper                   | 33,232        | 34,560        | 35,887        | 37,333        | 38,802        |               |               |
|  | 1,273.89      | 1,324.79      | 1,375.67      | 1,431.09      | 1,487.42      |               |               |
|  | 15.92         | 16.56         | 17.20         | 17.89         | 18.59         |               |               |
| Carpenter                              | 38,802        | 40,343        | 42,050        | 43,709        | 45,582        |               |               |
|  | 1,487.42      | 1,546.49      | 1,611.91      | 1,675.52      | 1,747.29      |               |               |
|  | 18.59         | 19.33         | 20.15         | 20.94         | 21.84         |               |               |
| Carpenter's Helper                     | 33,232        | 34,560        | 35,887        | 37,333        | 38,802        |               |               |
|  | 1,273.89      | 1,324.79      | 1,375.67      | 1,431.09      | 1,487.42      |               |               |
|  | 15.92         | 16.56         | 17.20         | 17.89         | 18.59         |               |               |
| Mechanical Maintenance<br>Tradesperson | 35,887        | 37,333        | 38,802        | 41,196        | 42,880        | 44,586        |               |
|  | 1,375.67      | 1,431.09      | 1,487.42      | 1,579.19      | 1,643.71      | 1,709.13      |               |
|  | 17.20         | 17.89         | 18.59         | 19.74         | 20.55         | 21.36         |               |
| Senior Maintenance<br>Tradesperson     | 42,777        | 44,524        | 46,296        | 48,339        | 50,333        | 52,359        |               |
|  | 1,639.77      | 1,706.76      | 1,774.69      | 1,853.01      | 1,929.43      | 2,007.10      |               |
|  | 20.50         | 21.33         | 22.18         | 23.16         | 24.12         | 25.09         |               |
| Maintenance Operator B                 | 33,232        | 34,560        | 35,887        | 37,333        | 38,802        |               |               |
|  | 1,273.89      | 1,324.79      | 1,375.67      | 1,431.09      | 1,487.42      |               |               |
|  | 15.92         | 16.56         | 17.20         | 17.89         | 18.59         |               |               |
| Maintenance Operator A                 | 32,000        | 33,232        | 34,560        | 35,887        | 37,333        |               |               |
|  | 1,226.65      | 1,273.89      | 1,324.79      | 1,375.67      | 1,431.09      |               |               |
|  | 15.33         | 15.92         | 16.56         | 17.20         | 17.89         |               |               |

| <b>Classification</b>            | <b>Step 1</b>   | <b>Step 2</b>   | <b>Step 3</b>   | <b>Step 4</b>   | <b>Step 5</b>   | <b>Step 6</b> | <b>Step 7</b> |
|----------------------------------|-----------------|-----------------|-----------------|-----------------|-----------------|---------------|---------------|
| Maintenance Helper               | 28,728          | 29,724          | 30,838          | 32,000          | 33,232          |               |               |
|                                  | 1,101.25        | 1,139.42        | 1,182.12        | 1,226.65        | 1,273.89        |               |               |
|                                  | 13.77           | 14.24           | 14.78           | 15.33           | 15.92           |               |               |
| <b>Supervisor Plant Services</b> | <b>48,339</b>   | <b>50,332</b>   | <b>52,345</b>   | <b>54,438</b>   | <b>56,615</b>   |               |               |
|                                  | <b>1,853.00</b> | <b>1,929.40</b> | <b>2,006.57</b> | <b>2,086.79</b> | <b>2,170.24</b> |               |               |
|                                  | <b>23.16</b>    | <b>24.12</b>    | <b>25.08</b>    | <b>26.08</b>    | <b>27.13</b>    |               |               |

### Security Personnel

|                       |          |          |          |          |          |          |
|-----------------------|----------|----------|----------|----------|----------|----------|
| Security Officer      | 26,855   | 27,851   | 28,890   | 29,930   | 31,125   | 32,253   |
|                       | 1,029.44 | 1,067.60 | 1,107.46 | 1,147.31 | 1,193.11 | 1,236.34 |
|                       | 13.79    | 14.30    | 14.83    | 15.37    | 15.98    | 16.56    |
| Parking Lot Attendant | 24,510   | 25,351   | 26,324   | 27,253   | 28,271   | 29,399   |
|                       | 939.55   | 971.78   | 1,009.09 | 1,044.71 | 1,083.71 | 1,126.96 |
|                       | 12.58    | 13.01    | 13.51    | 13.99    | 14.51    | 15.09    |

### Building Service Personnel

|                          |          |          |          |          |          |          |
|--------------------------|----------|----------|----------|----------|----------|----------|
| Building Service Foreman | 31,052   | 32,260   | 33,540   | 34,844   | 36,243   | 37,665   |
|                          | 1,190.31 | 1,236.64 | 1,285.71 | 1,335.68 | 1,389.29 | 1,443.81 |
|                          | 14.88    | 15.46    | 16.07    | 16.70    | 17.37    | 18.05    |
| Building Service Worker  | 23,751   | 24,557   | 25,481   | 26,358   | 27,211   | 28,326   |
|                          | 910.45   | 941.34   | 976.78   | 1,010.40 | 1,043.10 | 1,085.81 |
|                          | 11.38    | 11.77    | 12.21    | 12.63    | 13.04    | 13.57    |

### Casual Personnel

**Casual Security Officer/Casual Parking Lot Attendant when performing Security Officer function:**

Effective 1<sup>st</sup> of Month After Date of Signing: \$11.72

**Casual Security Officer/Casual Parking Lot Attendant when performing Parking Lot Attendant function:**

Effective 1<sup>st</sup> of Month After Date of Signing: \$10.69

**Casual Building Service Workers:**

Effective 1<sup>st</sup> of Month After Date of Signing: \$ 9.67

**Salary Schedule**

**Year 3**  
**Effective 06-08-08 to 06-06-09**

**Office Personnel**

| <b>Classification</b>      | <b>Step 1</b>               | <b>Step 2</b>               | <b>Step 3</b>               | <b>Step 4</b>               | <b>Step 5</b>               | <b>Step 6</b>               | <b>Step 7</b> |
|----------------------------|-----------------------------|-----------------------------|-----------------------------|-----------------------------|-----------------------------|-----------------------------|---------------|
| Accountant 1               | 37,446<br>1,435.44<br>20.51 | 38,413<br>1,472.48<br>21.04 | 40,603<br>1,556.44<br>22.23 | 42,213<br>1,618.17<br>23.12 | 43,974<br>1,685.65<br>24.08 | 45,777<br>1,754.80<br>25.07 |               |
| Accounting Clerk 1         | 28,850<br>1,105.92<br>15.80 | 29,898<br>1,146.09<br>16.37 | 30,990<br>1,187.96<br>16.97 | 32,194<br>1,234.11<br>17.63 | 33,376<br>1,279.41<br>18.28 | 34,691<br>1,329.84<br>19.00 |               |
| Accounting Clerk 2         | 34,045<br>1,305.05<br>18.64 | 35,293<br>1,352.91<br>19.33 | 36,765<br>1,409.31<br>20.13 | 38,125<br>1,461.46<br>20.88 | 39,686<br>1,521.28<br>21.73 | 41,313<br>1,583.66<br>22.62 |               |
| Administrative Secretary 2 | 26,303<br>1,008.27<br>14.40 | 27,269<br>1,045.31<br>14.93 | 28,299<br>1,084.81<br>15.50 | 29,330<br>1,124.32<br>16.06 | 30,361<br>1,163.83<br>16.63 | 31,542<br>1,209.10<br>17.27 |               |
| Administrative Secretary 3 | 27,784<br>1,065.06<br>15.22 | 28,793<br>1,103.75<br>15.77 | 29,846<br>1,144.08<br>16.34 | 31,005<br>1,188.52<br>16.98 | 32,143<br>1,232.14<br>17.60 | 33,410<br>1,280.71<br>18.30 |               |
| Clerk-Accounting Senior    | 32,787<br>1,256.83<br>17.95 | 33,990<br>1,302.93<br>18.61 | 35,406<br>1,357.25<br>19.39 | 36,717<br>1,407.46<br>20.11 | 38,219<br>1,465.08<br>20.93 | 39,787<br>1,525.16<br>21.79 |               |
| Clerk-Stenographer         | 27,784<br>1,065.06<br>15.22 | 28,793<br>1,103.75<br>15.77 | 29,846<br>1,144.08<br>16.34 | 31,005<br>1,188.52<br>16.98 | 32,143<br>1,232.14<br>17.60 | 33,410<br>1,280.71<br>18.30 |               |
| Clerk-Typist               | 25,465<br>976.16<br>13.95   | 26,303<br>1,008.27<br>14.40 | 27,269<br>1,045.31<br>14.93 | 28,299<br>1,084.81<br>15.50 | 29,330<br>1,124.32<br>16.06 | 30,361<br>1,163.83<br>16.63 |               |

**Year 3**  
**Effective 06-08-08 to 06-06-09**

**Operational Personnel**

| <b>Classification</b>                  | <b>Step 1</b> | <b>Step 2</b> | <b>Step 3</b> | <b>Step 4</b> | <b>Step 5</b> | <b>Step 6</b> | <b>Step 7</b> |
|--|---------------|---------------|---------------|---------------|---------------|---------------|---------------|
| Senior Electrician                     | 48,195        | 50,182        | 52,317        | 54,550        | 56,832        |               |               |
|  | 1,847.45      | 1,923.65      | 2,005.48      | 2,091.08      | 2,178.56      |               |               |
|  | 23.09         | 24.05         | 25.07         | 26.14         | 27.23         |               |               |
| Electrician                            | 45,250        | 47,188        | 49,201        | 51,213        | 53,421        |               |               |
|  | 1,734.58      | 1,808.89      | 1,886.02      | 1,963.15      | 2,047.81      |               |               |
|  | 21.68         | 22.61         | 23.58         | 24.54         | 25.60         |               |               |
| Electrician's Helper                   | 34,403        | 35,778        | 37,152        | 38,649        | 40,170        |               |               |
|  | 1,318.80      | 1,371.48      | 1,424.16      | 1,481.53      | 1,539.85      |               |               |
|  | 16.48         | 17.14         | 17.80         | 18.52         | 19.25         |               |               |
| Carpenter                              | 40,170        | 41,765        | 43,532        | 45,250        | 47,188        |               |               |
|  | 1,539.85      | 1,601.00      | 1,668.73      | 1,734.58      | 1,808.89      |               |               |
|  | 19.25         | 20.01         | 20.86         | 21.68         | 22.61         |               |               |
| Carpenter's Helper                     | 34,403        | 35,778        | 37,152        | 38,649        | 40,170        |               |               |
|  | 1,318.80      | 1,371.48      | 1,424.16      | 1,481.53      | 1,539.85      |               |               |
|  | 16.48         | 17.14         | 17.80         | 18.52         | 19.25         |               |               |
| Mechanical Maintenance<br>Tradesperson | 37,152        | 38,649        | 40,170        | 42,649        | 44,391        | 46,158        |               |
|  | 1,424.16      | 1,481.53      | 1,539.85      | 1,634.86      | 1,701.65      | 1,769.37      |               |
|  | 17.80         | 18.52         | 19.25         | 20.44         | 21.27         | 22.12         |               |
| Senior Maintenance<br>Tradesperson     | 44,285        | 46,094        | 47,928        | 50,043        | 52,107        | 54,205        |               |
|  | 1,697.58      | 1,766.92      | 1,837.25      | 1,918.33      | 1,997.44      | 2,077.86      |               |
|  | 21.22         | 22.09         | 22.97         | 23.98         | 24.97         | 25.97         |               |
| Maintenance Operator B                 | 34,403        | 35,778        | 37,152        | 38,649        | 40,170        |               |               |
|  | 1,318.80      | 1,371.48      | 1,424.16      | 1,481.53      | 1,539.85      |               |               |
|  | 16.48         | 17.14         | 17.80         | 18.52         | 19.25         |               |               |
| Maintenance Operator A                 | 33,128        | 34,403        | 35,778        | 37,152        | 38,649        |               |               |
|  | 1,269.89      | 1,318.80      | 1,371.48      | 1,424.16      | 1,481.53      |               |               |
|  | 15.87         | 16.48         | 17.14         | 17.80         | 18.52         |               |               |

| <b>Classification</b>            | <b>Step 1</b>   | <b>Step 2</b>   | <b>Step 3</b>   | <b>Step 4</b>   | <b>Step 5</b>   | <b>Step 6</b> | <b>Step 7</b> |
|----------------------------------|-----------------|-----------------|-----------------|-----------------|-----------------|---------------|---------------|
| Maintenance Helper               | 29,741          | 30,772          | 31,925          | 33,128          | 34,403          |               |               |
|                                  | 1,140.07        | 1,179.59        | 1,223.79        | 1,269.89        | 1,318.80        |               |               |
|                                  | 14.25           | 14.74           | 15.30           | 15.87           | 16.48           |               |               |
| <b>Supervisor Plant Services</b> | <b>50,043</b>   | <b>52,107</b>   | <b>54,190</b>   | <b>56,357</b>   | <b>58,611</b>   |               |               |
|                                  | <b>1,918.32</b> | <b>1,997.41</b> | <b>2,077.30</b> | <b>2,160.35</b> | <b>2,246.74</b> |               |               |
|                                  | <b>23.98</b>    | <b>24.97</b>    | <b>25.97</b>    | <b>27.00</b>    | <b>28.08</b>    |               |               |

### Security Personnel

|                       |          |          |          |          |          |          |  |
|-----------------------|----------|----------|----------|----------|----------|----------|--|
| Security Officer      | 27,802   | 28,832   | 29,909   | 30,985   | 32,222   | 33,389   |  |
|                       | 1,065.73 | 1,105.24 | 1,146.50 | 1,187.76 | 1,235.17 | 1,279.93 |  |
|                       | 14.27    | 14.80    | 15.35    | 15.91    | 16.54    | 17.14    |  |
| Parking Lot Attendant | 25,374   | 26,244   | 27,252   | 28,214   | 29,267   | 30,435   |  |
|                       | 972.67   | 1,006.03 | 1,044.66 | 1,081.54 | 1,121.91 | 1,166.69 |  |
|                       | 13.03    | 13.47    | 13.99    | 14.48    | 15.02    | 15.62    |  |

### Building Service Personnel

|                          |          |          |          |          |          |          |          |
|--------------------------|----------|----------|----------|----------|----------|----------|----------|
| Building Service Foreman | 32,146   | 33,397   | 34,723   | 36,072   | 37,520   | 38,992   |          |
|                          | 1,232.26 | 1,280.23 | 1,331.03 | 1,382.76 | 1,438.27 | 1,494.71 |          |
|                          | 15.40    | 16.00    | 16.64    | 17.28    | 17.98    | 18.68    |          |
| Building Service Worker  | 24,588   | 25,422   | 26,379   | 27,287   | 28,171   | 29,324   | 30,404   |
|                          | 942.54   | 974.52   | 1,011.21 | 1,046.01 | 1,079.87 | 1,124.09 | 1,165.47 |
|                          | 11.78    | 12.18    | 12.64    | 13.08    | 13.50    | 14.05    | 14.57    |

### Casual Personnel

**Casual Security Officer/Casual Parking Lot Attendant when performing Security Officer function:**

Effective June 8, 2008: \$12.84

**Casual Security Officer/Casual Parking Lot Attendant when performing Parking Lot Attendant function:**

Effective June 8, 2008: \$11.73

**Casual Building Service Workers:**

Effective June 8, 2008: \$10.60

**Salary Schedule**

**Year 4**  
**Effective 06-07-09 to 06-05-10**

**Office Personnel**

| <b>Classification</b>      | <b>Step 1</b>               | <b>Step 2</b>               | <b>Step 3</b>               | <b>Step 4</b>               | <b>Step 5</b>               | <b>Step 6</b>               | <b>Step 7</b> |
|----------------------------|-----------------------------|-----------------------------|-----------------------------|-----------------------------|-----------------------------|-----------------------------|---------------|
| Accountant 1               | 38,763<br>1,485.93<br>21.23 | 39,764<br>1,524.28<br>21.78 | 42,031<br>1,611.19<br>23.02 | 43,698<br>1,675.08<br>23.93 | 45,520<br>1,744.95<br>24.93 | 47,388<br>1,816.52<br>25.95 |               |
| Accounting Clerk 1         | 29,865<br>1,144.82<br>16.35 | 30,950<br>1,186.40<br>16.95 | 32,080<br>1,229.75<br>17.57 | 33,327<br>1,277.52<br>18.25 | 34,550<br>1,324.42<br>18.92 | 35,912<br>1,376.61<br>19.67 |               |
| Accounting Clerk 2         | 35,242<br>1,350.95<br>19.3  | 36,535<br>1,400.49<br>20.01 | 38,058<br>1,458.88<br>20.84 | 39,466<br>1,512.86<br>21.61 | 41,081<br>1,574.79<br>22.50 | 42,766<br>1,639.37<br>23.42 |               |
| Administrative Secretary 2 | 27,228<br>1,043.74<br>14.91 | 28,228<br>1,082.07<br>15.46 | 29,295<br>1,122.97<br>16.04 | 30,362<br>1,163.87<br>16.63 | 31,429<br>1,204.76<br>17.21 | 32,651<br>1,251.63<br>17.88 |               |
| Administrative Secretary 3 | 28,761<br>1,102.52<br>15.75 | 29,806<br>1,142.57<br>16.32 | 30,895<br>1,184.32<br>16.92 | 32,095<br>1,230.32<br>17.58 | 33,274<br>1,275.48<br>18.22 | 34,585<br>1,325.76<br>18.94 |               |
| Clerk-Accounting Senior    | 33,940<br>1,301.04<br>18.59 | 35,185<br>1,348.76<br>19.27 | 36,652<br>1,404.99<br>20.07 | 38,008<br>1,456.97<br>20.81 | 39,564<br>1,516.61<br>21.67 | 41,186<br>1,578.81<br>22.55 |               |
| Clerk-Stenographer         | 28,761<br>1,102.52<br>15.75 | 29,806<br>1,142.57<br>16.32 | 30,895<br>1,184.32<br>16.92 | 32,095<br>1,230.32<br>17.58 | 33,274<br>1,275.48<br>18.22 | 34,585<br>1,325.76<br>18.94 |               |
| Clerk-Typist               | 26,361<br>1,010.50<br>14.44 | 27,228<br>1,043.74<br>14.91 | 28,228<br>1,082.07<br>15.46 | 29,295<br>1,122.97<br>16.04 | 30,362<br>1,163.87<br>16.63 | 31,429<br>1,204.76<br>17.21 |               |

**Year 4**  
**Effective 06-07-09 to 06-05-10**

**Operational Personnel**

| <b>Classification</b>                  | <b>Step 1</b> | <b>Step 2</b> | <b>Step 3</b> | <b>Step 4</b> | <b>Step 5</b> | <b>Step 6</b> | <b>Step 7</b> |
|--|---------------|---------------|---------------|---------------|---------------|---------------|---------------|
| Senior Electrician                     | 49,890        | 51,947        | 54,157        | 56,469        | 58,831        |               |               |
|  | 1,912.44      | 1,991.31      | 2,076.02      | 2,164.63      | 2,255.19      |               |               |
|  | 23.91         | 24.89         | 25.95         | 27.06         | 28.19         |               |               |
| Electrician                            | 46,842        | 48,848        | 50,931        | 53,014        | 55,300        |               |               |
|  | 1,795.59      | 1,872.51      | 1,952.36      | 2,032.20      | 2,119.84      |               |               |
|  | 22.44         | 23.41         | 24.40         | 25.40         | 26.50         |               |               |
| Electrician's Helper                   | 35,614        | 37,036        | 38,459        | 40,008        | 41,583        |               |               |
|  | 1,365.19      | 1,419.72      | 1,474.25      | 1,533.65      | 1,594.02      |               |               |
|  | 17.06         | 17.75         | 18.43         | 19.17         | 19.93         |               |               |
| Carpenter                              | 41,583        | 43,234        | 45,063        | 46,842        | 48,848        |               |               |
|  | 1,594.02      | 1,657.32      | 1,727.43      | 1,795.59      | 1,872.51      |               |               |
|  | 19.93         | 20.72         | 21.59         | 22.44         | 23.41         |               |               |
| Carpenter's Helper                     | 35,614        | 37,036        | 38,459        | 40,008        | 41,583        |               |               |
|  | 1,365.19      | 1,419.72      | 1,474.25      | 1,533.65      | 1,594.02      |               |               |
|  | 17.06         | 17.75         | 18.43         | 19.17         | 19.93         |               |               |
| Mechanical Maintenance<br>Tradesperson | 38,459        | 40,008        | 41,583        | 44,149        | 45,952        | 47,781        |               |
|  | 1,474.25      | 1,533.65      | 1,594.02      | 1,692.37      | 1,761.51      | 1,831.61      |               |
|  | 18.43         | 19.17         | 19.93         | 21.15         | 22.02         | 22.90         |               |
| Senior Maintenance<br>Tradesperson     | 45,842        | 47,715        | 49,614        | 51,804        | 53,940        | 56,112        |               |
|  | 1,757.29      | 1,829.07      | 1,901.88      | 1,985.80      | 2,067.70      | 2,150.94      |               |
|  | 21.97         | 22.86         | 23.77         | 24.82         | 25.85         | 26.89         |               |
| Maintenance Operator B                 | 35,614        | 37,036        | 38,459        | 40,008        | 41,583        |               |               |
|  | 1,365.19      | 1,419.72      | 1,474.25      | 1,533.65      | 1,594.02      |               |               |
|  | 17.06         | 17.75         | 18.43         | 19.17         | 19.93         |               |               |
| Maintenance Operator A                 | 34,293        | 35,614        | 37,036        | 38,459        | 40,008        |               |               |
|  | 1,314.55      | 1,365.19      | 1,419.72      | 1,474.25      | 1,533.65      |               |               |
|  | 16.43         | 17.06         | 17.75         | 18.43         | 19.17         |               |               |

| <b>Classification</b>            | <b>Step 1</b>   | <b>Step 2</b>   | <b>Step 3</b>   | <b>Step 4</b>   | <b>Step 5</b>   | <b>Step 6</b> | <b>Step 7</b> |
|----------------------------------|-----------------|-----------------|-----------------|-----------------|-----------------|---------------|---------------|
| Maintenance Helper               | 30,787          | 31,854          | 33,048          | 34,293          | 35,614          |               |               |
|                                  | 1,180.17        | 1,221.08        | 1,266.84        | 1,314.55        | 1,365.19        |               |               |
|                                  | 14.75           | 15.26           | 15.84           | 16.43           | 17.06           |               |               |
| <b>Supervisor Plant Services</b> | <b>51,803</b>   | <b>53,939</b>   | <b>56,097</b>   | <b>58,339</b>   | <b>60,672</b>   |               |               |
|                                  | <b>1,985.80</b> | <b>2,067.67</b> | <b>2,150.36</b> | <b>2,236.34</b> | <b>2,325.77</b> |               |               |
|                                  | <b>24.82</b>    | <b>25.85</b>    | <b>26.88</b>    | <b>27.95</b>    | <b>29.07</b>    |               |               |

### **Security Personnel**

|                       |          |          |          |          |          |          |  |
|-----------------------|----------|----------|----------|----------|----------|----------|--|
| Security Officer      | 28,780   | 29,846   | 30,961   | 32,075   | 33,355   | 34,564   |  |
|                       | 1,103.22 | 1,144.11 | 1,186.83 | 1,229.53 | 1,278.61 | 1,324.95 |  |
|                       | 14.77    | 15.32    | 15.89    | 16.47    | 17.12    | 17.74    |  |
| Parking Lot Attendant | 26,267   | 27,167   | 28,211   | 29,206   | 30,297   | 31,506   |  |
|                       | 1,006.88 | 1,041.42 | 1,081.41 | 1,119.58 | 1,161.37 | 1,207.73 |  |
|                       | 13.48    | 13.95    | 14.48    | 14.99    | 15.55    | 16.17    |  |

### **Building Service Personnel**

|                          |          |          |          |          |          |          |          |
|--------------------------|----------|----------|----------|----------|----------|----------|----------|
| Building Service Foreman | 33,277   | 34,572   | 35,944   | 37,341   | 38,840   | 40,364   |          |
|                          | 1,275.61 | 1,325.26 | 1,377.85 | 1,431.40 | 1,488.86 | 1,547.28 |          |
|                          | 15.95    | 16.57    | 17.22    | 17.89    | 18.61    | 19.34    |          |
| Building Service Worker  | 25,453   | 26,317   | 27,307   | 28,247   | 29,161   | 30,355   | 31,473   |
|                          | 975.70   | 1,008.80 | 1,046.78 | 1,082.81 | 1,117.86 | 1,163.62 | 1,206.46 |
|                          | 12.20    | 12.61    | 13.08    | 13.54    | 13.97    | 14.55    | 15.08    |

### **Casual Personnel**

**Casual Security Officer/Casual Parking Lot Attendant when performing Security Officer function:**

Effective June 7, 2009: \$14.03

**Casual Security Officer/Casual Parking Lot Attendant when performing Parking Lot Attendant function:**

Effective June 7, 2009: \$12.81

**Casual Building Service Workers:**

Effective June 7, 2009: \$11.59

## Appendix A

### Application of Benefits to Part-Time Employees

#### DEFINITIONS

- 1:01 “Part-time Employee”** means an employee who normally works less than the full normal daily, weekly or monthly hours of work, as the case may be, and whose work follows an ongoing, predetermined schedule of work on a regular and recurring basis.
- 1:02 “Casual Employee”** means an employee who normally works less than the full normal daily, weekly or monthly hours of work, as the case may be, and whose work is irregular, or non-recurring or does not follow an ongoing predetermined schedule of work on a regular and recurring basis.
- 1:03 “Accumulated Service”** means the equivalent length of service acquired by an employee by virtue of his employment.
- e.g.: For an employee in a 8 hour per day classification:  
8 hours work equals one day of accumulated service;  
40 hours work equals one week of accumulated service;  
80 hours work equals one bi-weekly pay period of accumulated service;  
168 hours work equals one month of accumulated service;  
2016 hours work equals one year of accumulated service;
- (a) For purposes of accumulated service, overtime hours are not included.
- (b) Accumulated service must be continuous service. i.e. there must have been no break in service involving termination of the employee.
- 1:04 “Calendar Service”** is based on continuous service with the Employer. e.g.: one year of continuous employment equals one year of calendar service.
- 1:05** These guidelines are effective the bi-weekly pay period following the date of signing.

### **APPLICATION**

- 2:01** The Agreement applies to part-time employees effective the first of the bi-weekly pay period following the attainment of 336 hours of accumulated service.
- 2:02** The Agreement does not apply to casual employees.
- 2:03** The determination as to whether an employee is part-time or casual is the sole and exclusive right of management. The parties agree to meet in an effort to resolve any problems which may occur as to whether an employee is part-time or casual.

### **CONVERSIONS**

- 3:01** A part-time employee who is converted to casual is no longer covered by the Collective Agreement effective the date of his conversion.
- 3:02** A casual employee who is converted to part-time status must complete the service requirement set out in Article 2 but receives no credit for calendar or accumulated service as a casual employee.
- 3:03** Where a part-time employee who has been covered by the Collective Agreement has been converted to casual employment and is subsequently reconverted to part-time employment with no break in service, the period of casual employment shall be treated as a period of leave of absence.

While this does not affect the continuity of his employment, the period of casual employment does not count as calendar or accumulated service for purposes of benefit determination.

### **GENERAL PROVISIONS**

- 4:01** Where a benefit is to be pro rated for a part-time employee it will be calculated so that if two part-time employees were sharing a full-time position the total cost to the Corporation of that benefit is no greater than the cost of having the position filled by a full-time employee.

**4:02** In pro rating a benefit, the factor used shall be determined by totalling the number of regularly scheduled hours the employee has worked in the preceding eight weeks and dividing by 320.

i.e.: 8 hours x 8 weeks x 5 days

Pro rating factor = number of regularly scheduled hours the employee worked in the preceding eight weeks.  
320

### **BENEFITS**

**5:01** Part-time employees will only be eligible for the benefits specifically identified in this section.

#### **5:02 Holidays**

- (a) An employee will be eligible for pay for a holiday on which the employee does not work provided the employee:
  - (i) did not fail to report for work after having been scheduled to work on the day of the holiday and;
  - (ii) has not absented himself from work without the consent of the employing authority on his regular working day immediately preceding or following the holiday unless his absence is by reason of established illness.
- (b) Where an employee is eligible for holiday pay or time in lieu the employee shall receive an amount calculated by multiplying the regular daily working hours for the employee's classification times the pro rating factor.

#### **5:03 Vacation**

- (a) 21 days of accumulated service equals one vacation credit.  
(i.e.: 1 1/4, 1 2/3, 2 1/12, or 2 1/2 days).

Note: An employee begins accumulating service on the first day of the month following his date of appointment unless the employee has been appointed on the first of a month.

(b) Long service vacation eligibility is based on calendar service.

#### **5:04 Sick Leave**

(a) 10 days of accumulated service equals one sick leave credit. (i.e.: ½ or 1 day).

Note: An employee starts accumulating service on the bi-weekly pay period following the date of appointment unless the employee has been appointed on the first of a bi-weekly pay period.

(b) calendar service is used to determine eligibility for receiving sick leave credits at a higher rate (i.e.: one day per bi-weekly pay period rather than one-half day per bi-weekly pay period).

(c) part-time employees are not eligible for additional sick leave extensions as provided under Article 21:04.

#### **5:05 Compassionate Leave, Parental Leave, Adoptive Parent Leave, Court Leave**

(a) These types of paid leave will be pro rated by multiplying the number of days the employee would qualify for by the pro rating factor.

(b) In the case of Parental Leave without pay, an employee is eligible for the full calendar time benefit.

#### **5:06 Maternity Leave**

(a) Part-time employees are only eligible for Maternity Leave as set out in Plan A or Plan B in the Collective Agreement.

(b) To qualify for Maternity Leave, calendar service is used. (i.e. nine [9] months).

- (c) An employee who qualifies is eligible for the full calendar time leave provided under the Agreement. (i.e. 17 weeks).
- (d) The application of ten days sick leave towards the Employment Insurance waiting period will be calculated by multiplying the number of days accumulated sick leave the employee has (up to 10 days) by the pro rating factor.
- (e) For Plan B, Corporation payments will be based on the difference between the percentage of weekly earnings covered by Employment Insurance and ninety-three percent (93%) of the weekly earnings. Weekly earnings will be as determined by Human Resources Development Canada (HRDC) and will be subject to the Employment Insurance maximum.

#### **5:07 Workers Compensation**

An employee who is eligible for Workers Compensation may use accumulated sick leave to supplement Workers Compensation in order that the employee's regular take-home pay is maintained. The regular take-home pay shall be based on the average of the previous eight weeks work prior to becoming eligible for Workers Compensation.

#### **5:08 Severance Pay**

Accumulated service is the basis for meeting the minimum service requirement (ie: 3 or 10 years) and for the calculation of severance pay (e.g.: 10 ½ years accumulated service multiplied by one week's pay equal 10 ½ weeks of severance pay).

#### **5:09 Notice of Layoff, Resignation or Termination**

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

**5:10 Merit Increases**

Eligibility for merit increases will be based on calendar service provided the employee has received pay for at least 416 (377) hours exclusive of overtime.

**5:11 Overtime**

- (a) Daily overtime is only payable when the employee has worked beyond the normal daily hours for that classification (i.e. 8 hours);
- (b) Overtime on a day of rest is only payable when an employee has worked at least five days in a week.

(i.e. a part-time employee only has two “days of rest” per week).

Note: Certain shift configurations may require working more than five days per week without payment of overtime.

**5:12 Shift Premium**

An employee must work an entire 8 hour shift in order to qualify for shift premium.

**5:13 Probation**

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

**5:14 Seniority**

Seniority is based on accumulated service.

**5:15 Layoff**

Accumulated service is used for purposes of layoff.

**5:16 Dental Plan and Vision Care**

- (a) Effective January 1, 2001 part-time employees will be eligible for family coverage based on fifty percent (50%) of the coverage amounts applicable for full-time employees up to fifty percent (50%) of the maximum.
- (b) Prior to January 1, 2001, all part-time employees on staff as of the date of signing of this Agreement will be given the option to choose either:
  - (i) to maintain their single coverage under the dental plan; or
  - (ii) to elect family coverage on a pro-rated basis in accordance with Subsection (a).

**5:17 Weekend Premium**

**An employee shall receive weekend premium for all regular hours of work or portions thereof on a Saturday or Sunday. The weekend premium shall be:**

- (a) effective June 10, 2007 – one dollar (\$1.00)**
- (b) effective June 8, 2008 – one dollar and five cents (\$1.05)**

**Appendix B****Casual Security Officers/Parking Lot Attendants  
and Building Service Workers**

**B:01** The only provisions of this Agreement which apply to casual Security Officers/Parking Lot Attendants and Building Services Workers, as defined in Article 3 of the Agreement, and effective the first day of the bi-weekly pay period following attainment of 336 accumulated hours are as follows:

Article 3 Application

Article 4 Corporation Rights

Article 5 Union Dues Check Off – In the event no wages are earned by the casual employee in a given bi-weekly pay period, the Corporation shall have no responsibility to deduct and remit dues for that period.

Article 13 Disciplinary Action

Article 14 Grievance Procedure – limited to the provisions in this Article

Article 19 Holidays – provisions respecting 1½ X for time worked on the listed holidays only. All other provisions in accordance with the Employment Standards Code.

Article 32 Union Stewards

Article 33 Union Business

Article 34 Performance Review and Records File

Article 36 Civil Liability

Article 37 General Provisions – limited to article 37:02 and 37:03

Article 40 Sexual Harassment

## Article 44 No Discrimination

**B:02** Overtime

- (a) daily overtime is only payable when the employee has worked beyond the normal daily hours for that classification, i.e. eight (8) or seven (7) hours.
- (b) Overtime on a day of rest is only payable when an employee has worked at least five (5) days in a week, i.e. casual employee only has two (2) “days of rest” per week.

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

**B:04** A casual employee who has not worked for a period of forty-five (45) calendar days may be terminated at the sole discretion of the Corporation. If an employee who has been terminated in accordance with this section is rehired as a casual employee within twelve (12) months, the employee will receive credit for the employee’s previous casual service for purpose of the three hundred and thirty-six (336) hour period set out in Subsection (b) of Article 3 – Application.

**B:05** Seniority (equal to the number of regular hours worked) shall be used for the sole purpose of determining the most senior casual employee relative to other casual employees when applying for a full-time or part-time vacancy bulletined in accordance with Article 8 of the Agreement, and only where there are no qualified full-time or part-time applicants from within the bargaining unit who may be selected for the position.

**B:06** Seniority accrued as a casual employee shall not be carried over to employment in a full-time or part-time position.

**Memorandum of Agreement**

between

**Manitoba Centennial Centre Corporation**

and

**Manitoba Government and General Employees' Union**

**Re: 12 Hour Shift**

---

1. This Memorandum of Agreement covers Maintenance Personnel who are working a twelve (12) hour shift.
2. Except where otherwise stated in this Memorandum of Agreement, all provisions of the Collective Agreement shall apply to employees on the twelve (12) hour shift.

3. Hours of work shall be:

8:00 A.M. - 8:00 P.M.

8:00 P.M. - 8:00 A.M.

but in no case shall the normal hours of work exceed twelve (12) hours in one day.

4. (i) Employees covered by this Memorandum of Agreement shall be eligible for overtime on a regularly scheduled working day after twelve (12) hours of work at time and one-half (1 ½ x).
  - (ii) An employee who is required to work on a day of rest is entitled to compensation at double time (2x) for all time worked.
5. Sick leave shall accumulate in accordance with Article 21 of this Agreement. Where an employee covered by this Memorandum of Agreement is absent because of illness, he shall have his accumulated sick leave credits reduced by 1.5 days for each twelve (12) hour day of sick leave he is granted.

- 6. An employee who works a 12 hour shift where half or more of the hours are worked between 6:00 P.M. and 6:00 A.M., shall receive shift premium in accordance with the following formula:

$$\frac{12}{8} \times \text{applicable shift premium} = 12 \text{ hours shift premium}$$

- 7. This Memorandum of Agreement shall be effective from the date of signing and shall be attached to and form part of the Manitoba Centennial Centre Employee's Agreement.

K. Wood  
For the Manitoba Centennial Centre Corporation

Alan Beal  
For the Manitoba Government and General Employees' Union

[Signature]  
For the Manitoba Centennial Centre Corporation

James Turner  
For the Manitoba Government and General Employees' Union

Sheri LeFevre  
Witness

[Signature]  
Witness

Sept 12 / 2007  
Date

**Memorandum of Agreement**

between

**Manitoba Centennial Centre Corporation**

and

**Manitoba Government and General Employees' Union**

**Subject: Employee Paid Parking**

---

This will confirm discussions at the bargaining table in which the Corporation stated that the monthly parking fees in effect on the date of signing of this Agreement will be increased as follows:

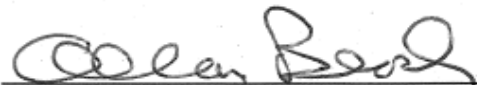
**First of month following signing – 2.5%**

**July 1, 2008 – 2.5%**

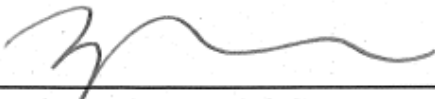
**July 1, 2009 – 2.9%**



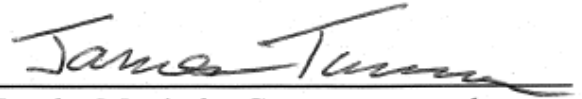
For the Manitoba Centennial Centre Corporation



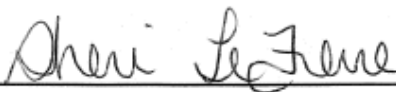
For the Manitoba Government and General Employees' Union



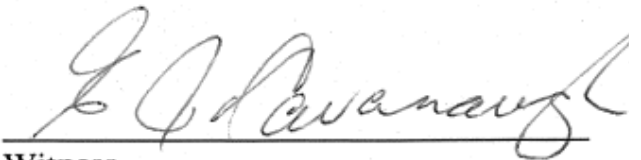
For the Manitoba Centennial Centre Corporation



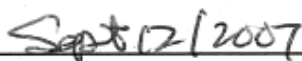
For the Manitoba Government and General Employees' Union



Witness



Witness



Date

**Memorandum of Agreement**

between

**Manitoba Centennial Centre Corporation**


and

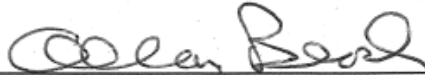
**Manitoba Government and General Employees' Union**

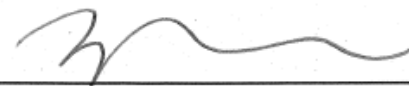
**Re: Hours of Work - Security and Parking Lot Personnel**

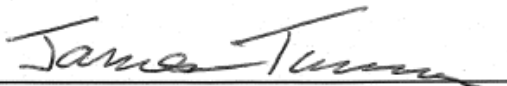
The parties hereto agree to vary the terms of the Manitoba Centennial Centre Corporation Employees' Agreement as follows:

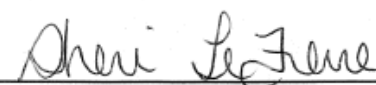
1. Security and Parking Lot Personnel shall work eight (8) consecutive hours in each day on a schedule of (7 days on - 3 days off), (7 days on - 4 days off).
2. (i) Employees covered by this Memorandum of Agreement shall be eligible for overtime on a regularly scheduled working day after eight (8) hours of work.
- (ii) Employees required to work on a day of rest are entitled to compensation of double time (2x) for all time worked.

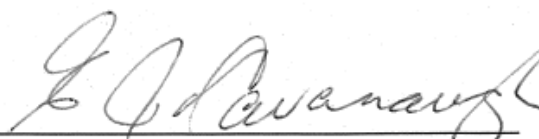
  
 \_\_\_\_\_  
 For the Manitoba Centennial Centre Corporation

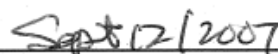
  
 \_\_\_\_\_  
 For the Manitoba Government and General Employees' Union

  
 \_\_\_\_\_  
 For the Manitoba Centennial Centre Corporation

  
 \_\_\_\_\_  
 For the Manitoba Government and General Employees' Union

  
 \_\_\_\_\_  
 Witness

  
 \_\_\_\_\_  
 Witness

  
 \_\_\_\_\_  
 Date

## Memorandum of Agreement

between

**Manitoba Centennial Centre Corporation**

and

**Manitoba Government and General Employees' Union**

### **Re: Health Spending Account (HSA)**

---

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

- The Health Spending Account shall apply to permanent full and part-time employees on staff as of January 1, 2005.
- The HSA shall become applicable to claims for allowable expenses (as determined by the account plan) incurred commencing January 1, 2005.
- Maximum claims shall be \$120.00/year per full-time employee and \$60.00/year per part-time employee.
- **Effective the first of the month after the date of signing**, the claims maximum will rise to **three hundred dollars (\$300.00)** per year per full-time employee and **one hundred and fifty dollars (\$150.00)** per year per part-time employee.
- **Effective January 1, 2008, the claims maximum will rise to three hundred and fifty (\$350.00) dollars per year per full-time employee and one hundred and seventy five (\$175.00) per year per part-time employee.**
- No carryover of HSA dollars from year to year but an employee can carry forward claims for up to one (1) year. I.e. if a full-time employee had \$150.00 in claims, the employee can claim the \$120.00 and carry forward the additional \$30.00 in claims for up to one (1) year.
- Employees can apply for reimbursement once claims total \$100.00 (the "trigger point").
- Reimbursement for claims is once every two (2) months and an employee must file a claim. Employees to receive annual statements.
- The plan shall use Revenue Canada's definition of dependent (i.e. an employee can pay HSA eligible expenses for anyone for whom they can claim a tax deduction.
- Plan administrator will be Manitoba Blue Cross.

K. Wood

For the Manitoba Centennial Centre Corporation

Colin Beal

For the Manitoba Government and General Employees' Union

[Signature]

For the Manitoba Centennial Centre Corporation

[Signature]

For the Manitoba Government and General Employees' Union

Sheri LeFevre

Witness

[Signature]

Witness

Sept 12 / 2007

Date

**Letters of Intent**

**The following letters are attached  
for informational purposes only.**

**They do not form part of  
the Collective Agreement.**

## **Letter of Intent**

### **Subject: Carryover of Vacation Credits for Retirement**

---

The Employer proposes to provide a letter, outside the collective agreement confirming that the policy respecting the carryover of vacation credits to retirement will be amended to allow banking of vacation credits to commence up to 5 years prior to the employee's retirement date. The letter will confirm that the following conditions apply:

- Employees who are actively planning for their retirement may be permitted to carryover vacation credits if they have provided a written confirmation of their retirement date to their Supervisor.
- Carry over of vacation credits may begin five (5) years prior to the confirmed retirement date.
- A maximum of one year's vacation credits can be carried forward from one vacation year to the next.
- The total number of vacation credits that can be cashed out upon retirement is limited to a maximum of fifty (50) days.
- Carry over and cash out of vacation credits in the above detailed circumstances will require the authorization from the Employer.

## **Letter of Intent**

**Subject: Uniforms**

---

The Corporation will provide a letter of intent to the MGEU stating that it will maintain its' current practice around provisions of Uniforms through the life of the agreement.

## **Letter of Intent**

**Subject: Overtime for Security/Parkade Classifications**

---

The Corporation intends to implement the rotational procedure for allocating overtime to affected employees in Security/Parkade classifications. In the event the Corporation intends to change the procedure, it will provide the MGEU at least sixty (60) days notice and will consult with MGEU regarding the changes.