

# **Collective Agreement**

*between*

**Liquor, Gaming and Cannabis Authority of Manitoba**

*and*

**Manitoba Government and General Employees' Union**

**Local 425 and 426**

**March 25, 2023 to March 19, 2027**

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

This Agreement made this 19<sup>th</sup> day of April, 2024.

between

**Liquor, Gaming and Cannabis Authority of Manitoba**  
(hereinafter referred to as the “Employer”)

of the first part

and

**Manitoba Government and General Employees’ Union**  
(hereinafter referred to as the “Union”)

of the second part.

THE PURPOSE of the Collective Agreement between the Union and the Employer is to maintain mutually satisfactory working relations between the Employer and its employees, establish and maintain rates of pay, and conditions of employment, to provide appropriate procedures for the prompt resolution of grievances and problems, and to recognize the mutual value of joint discussion, consultation and negotiation.

### **Article 1    Duration**

**1:01**    This Agreement shall be effective from **March 25, 2023**, and shall continue in effect up to and including **March 19, 2027** and shall remain in force and effect from year to year thereafter unless written notice to negotiate a renewal, or revision and renewal is given by either party at least forty-five (45) days prior to but not more than one hundred and eighty (180) days prior to the expiry date hereof. During the period required to negotiate a renewal, or revision and renewal of this Agreement, this Agreement shall remain in full force and effect without change.

**1:02**    Where notice for revision of this Agreement is given under Article 1:01, the parties agree to meet and exchange proposals for the revision of the

Collective Agreement at least thirty (30) days prior to the expiry date of the Agreement. The parties shall within twenty (20) working days following receipt of the specific proposals for revision to the Agreement commence collective bargaining. These time limits may be changed by mutual agreement between the parties hereto.

**1:03** All additions, deletions, amendments and/or revisions from the previous Agreement to this Agreement shall be effective the first day of the bi-weekly pay period following the date of signing of this Collective Agreement unless otherwise specified.

## **Article 2 Definitions**

**2:01** “Accumulated Service” means the equivalent length of service acquired by the employee in accordance with the following:

- (a) Accumulated service is calculated based on all hours for which an employee has received regular pay. This includes regular hours worked and approved leaves of absence from the Employer where regular pay is maintained.
- (b) Accumulated service does not include overtime hours or any leaves of absence without pay or with partial pay including but not limited to suspensions without pay, worker’s compensation and other leave situations.
- (c) Accumulated service must be continuous service.
- (d) One (1) year of accumulated service equals 1,885 hours of accumulated service.
- (e) An employee can only receive a maximum of one (1) year of accumulated service in any twelve (12) month period.

**2:02** “Calendar Service” means the length of continuous service from the employee’s most recent date of hire to the present. Periods of layoff, while

not affecting the continuity of service, are not included in the calculation of calendar service.

- 2:03** “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. Notwithstanding the foregoing, casual employees may be employed for a short duration to replace employees who are absent for any reason. The period of casual employment does not count as calendar or accumulated service for purposes of seniority or benefit determination. **Part-time or casual employees who are employed in a higher classification shall not be prevented from accepting casual employment at a lesser rate of pay, provided the casual employment is on a temporary/irregular basis, and the additional hours do not exceed a total of seventy-two and a half (72.5) hours biweekly when combined with the employee’s first position.** The only provisions of the Agreement which apply to casual employees are those listed in Appendix B.
- 2:04** “Dismissal” means the removal for disciplinary reasons from a position of employment for just cause.
- 2:05** “Employee” shall mean a person employed by the Employer and does not include a person employed in a position listed in “Appendix A”.
- 2:06** “Fiscal Year” means the period from and including April 1 up to and including March 31.
- 2:07** “Full-time Employee” means an employee who normally works the full normal daily or weekly hours on average exclusive of overtime, as the case may be, and whose work follows an ongoing, predetermined schedule of work on a regular and recurring basis.
- 2:08** “Green Circled” means that an employee will advance through the employee’s current pay increments to the maximum pay level in the normal manner. Should the new pay scale for the classification exceed the pay scale at

which the green circling occurred, the employee will move to the new pay scale. Negotiated general wage increases will apply.

- 2:09** “Increment” means the increase in annual pay between each step in the appropriate pay scales as specified in this agreement, which may be granted, subject to merit increase as per Article 15 of this agreement, on the employee’s anniversary date.
- 2:10** “Layoff” means to remove from a position of employment subject to the employee retaining such rights as laid out under the agreement.
- 2:11** “Part-time Employee” means an employee who normally works less than the full normal daily or weekly hours on average exclusive of overtime, as the case may be, and whose work follows an ongoing, predetermined schedule of work on a regular and recurring basis.
- 2:12** “Promotion” means a change of employment from one classification to another having a higher maximum rate of pay.
- 2:13** “Red Circled” - means that an employee’s current rate of pay is frozen until the maximum rate of pay for the new lesser position equals or exceeds the employee’s current rate of pay.
- 2:14** “Representative” shall mean, officer of the Union, Steward or Staff Representative.
- 2:15** “Student” is defined as an individual, enrolled or between periods of enrollment (e.g. summer break) in an educational program, who is employed on a temporary basis for the purposes of gaining work experience or practicum as part of said educational program, or to obtain work or field experience related to their studies, or anticipated professional career development. Students shall be hired for a defined time period and be identified as a student hire. Students shall not be used to replace Union members. Should a student subsequently be hired as a casual employee they shall be covered by this agreement as per Appendix B.

- 2:16 “Term Employee” means an employee hired for a specific term of employment. The term of employment may be based on a specific period of time or the completion of a specific job or until the occurrence of a specific event.
- 2:17 “Transfer” means the removal of an employee from a position in a class and appointing the employee to another position in the same class. Also includes the movement from one work location to another.
- 2:18 “Week” for pay administration purposes only, means a period of seven (7) consecutive days from Saturday to Friday inclusive.
- 2:19 **“Race” means one live horse race within a scheduled race day.**
- 2:20 **“Race Day” means a series of scheduled live races, for which a federal and/or provincial pari-mutuel permit has been issued.**
- 2:21 **“Meet” means a series of scheduled race days.**
- 2:22 **“Race Season” means a defined period in which live Thoroughbred and Standardbred racing occurs. Typically, May through September.**
- 2:23 **“Seasonal Employee” means an employee who is employed for the duration of a Race Season. A Seasonal Employee may work full-time or part-time, but the duration of employment is defined by a written agreement with a defined commencement and termination date aligned to the Race Season. Seasonal Employees are covered by the terms and conditions of this Collective Agreement except as varied in this agreement or as outlined in the Seasonal Appendix (Appendix “C” Seasonal Employees).**
- 2:24 Where the context so requires, masculine and feminine genders and singular and plural numbers shall be interchangeable.

### **Article 3 Recognition**

- 3:01** The Employer recognizes the “Manitoba Government and General Employees’ Union” as the sole bargaining agent for all employees of the Employer but excluding those employees employed in positions in “Appendix A”.
- 3:02** The parties hereto agree that as a condition of employment, all new employees (except those listed in positions as outlined in Appendix A) shall receive and sign an application for membership in the Union from the Authority on the first day of employment and shall be deducted the dues as set by the Union.
- 3:03** The Employer recognizes that every employee within the scope of this Agreement shall have the right to be admitted as a member of the Union and to participate in the lawful activities thereof.
- 3:04** It is agreed by both parties that during the term of this Agreement there shall be no strikes, lockouts, stoppage of work, or slowdown, and that all disputes and grievances shall be settled in accordance with the procedures set forth in Article 36 - Grievance Procedure.

### **Article 4 Management Rights**

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

### **Article 5 Union Security**

- 5:01** During the term of this Agreement, employees covered by this Agreement, shall pay to the Union, by payroll deduction an amount equal to the biweekly membership dues as determined by the Union. For new employees, the

payroll deduction of the amount as set out above shall become effective on the first day of the bi-weekly pay period following the date the employee is covered under the terms of this Agreement.

- 5:02** The Employer shall forward to the Union the amount of the dues deducted under Article 5:01 on a biweekly basis per each applicable biweekly pay period.
- 5:03** The Employer shall provide the Union on a biweekly basis per each applicable biweekly pay period the names of the employees from whose wages, dues have been deducted showing opposite each employee's name, the amount of dues deducted for that employee.
- 5:04** The Union agrees to indemnify and save the Employer harmless against any claim or liability arising out of the application of this Article except for any claim or liability arising out of an error committed by the Employer.
- 5:05** Dues deducted shall be entered on the employee's T4 slip.

## **Article 6 Union Business**

- 6:01** Leave of absence to attend to Union business may be granted to employees under the following conditions:
- (a) Requests for leave shall be made in writing by the Union by providing the employee with a letter of request. The employee shall submit the letter to **their** immediate supervisor who shall forward the request to the Employer for approval. The Union will also provide a copy of the written request to the Executive Director.
  - (b) Requests for leave shall be made with reasonable advance notice but not less than seven (7) working days and shall be granted only where operational requirements permit. Where special or unusual circumstances prevent compliance with the seven (7) working days' notice, the request shall be considered and shall not be unreasonably denied.



- (c) Where such leave of absence has been granted, the Union shall reimburse the Employer one hundred percent (100%) of the wages paid to such employees during the approved absence.
- 6:02** (a) For time spent with the Employer representatives during Collective Bargaining, the Union will be allowed to have no more than **three (3)** employees present at each bargaining session on a time off with pay basis. Any additional employees shall be on a leave without pay or wage recovery basis as per Subsection :01(c).
- (b) Prior to the commencement of negotiations, the Union shall supply the Employer with a list of employee representatives for the purpose of collective bargaining. Dependent upon operational requirements, requested leave for such employees shall not be unreasonably denied.
- 6:03** The Employer agrees to allow the Union use of space on existing bulletin boards for the purpose of posting official Union information relating to business affairs, meetings and social events. All material to be posted must first be submitted to the Executive Director or designate for approval and signature prior to posting. Such approval shall not be unreasonably denied.
- 6:04** 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.
- 6:05** (a) Upon written request to the Employer and where operational requirements permit, time off, including necessary travelling time, without loss of regular earnings and benefits, shall be granted to one (1) member elected as the representative to the Board of Directors of the Union for attendance to a maximum of six (6) Board meetings per annum. For the purpose of this section, Board meetings are considered to be a maximum of two (2) days in duration. The Union agrees to notify the Employer with the name of said representative upon election. Any meetings in excess of six (6) per annum, or for any additional member(s)

elected, attendance shall be on a leave without pay or wage recovery basis as per Subsection :01 (c).

- (b) Upon written request to the Employer, and where operational requirements permit, time off, including necessary travel time, without loss of regular earnings and benefits, shall be granted for up to two (2) Members of the Component Executive for attendance to a maximum of four (4) Executive meetings per annum. For the purposes of this section, Executive meetings are considered to be a maximum of one (1) day in duration. For any additional members or meetings attendance shall be on a leave without pay or wage recovery basis as per Subsection :01 (c).

### **Article 7     Rights of Representatives**

- 7:01**     The Employer recognizes the Union's right to select Representatives to represent employees.
- 7:02**     The Union agrees to provide the Employer with a list of Representatives and any subsequent changes. The Union shall provide appropriate identification for Representatives.
- 7:03**     Representatives and employees shall not conduct Union business during their working time.
- 7:04**     Where a Representative considers that an urgent complaint requires immediate investigation, the employee shall first obtain permission from their immediate supervisor before leaving work to investigate. Such permission shall not be unreasonably sought or denied.
- 7:05**     Where a Representative investigates in accordance with Section :04, they shall suffer no loss of pay or benefits.
- 7:06**     Where Representatives have been granted permission as referred to in 7:04 above, they shall upon return to their duties, notify their immediate supervisor of their return.

- 7:07** Where one representative attends an informal meeting with the Employer to discuss or seek to resolve a grievance, or attends a hearing as per Article 36:09 (c) of this agreement, the employee shall suffer no loss of pay or benefits.
- 7:08** Where a representative attends a formal judicial or quasi-judicial hearing, or arbitration proceeding, the Union shall reimburse the Employer one hundred percent (100%) of the wages paid to such employees during the approved absence in accordance with Article 6:01(c) of this Agreement.

## **Article 8 Committees**

### **8:01 Labour Management Committee**

The Authority and the Union agree to the formation of a Labour Management Committee. It shall be composed of **three (3)** bargaining unit representatives and **three (3)** management representatives. **Additional representatives may attend, subject to mutual agreement of the parties.** The MGEU staff representative may attend as required. Should this occur Management shall also have the right to have an additional representative attend. Neither the MGEU staff representative, nor the additional management representative, if in attendance, shall be entitled to vote in relation to committee decisions.

- 8:02** The Committee, at their first meeting shall mutually agree upon a set of Terms of Reference to guide the committee. Such terms of reference shall be reviewed and amended as agreed upon by the members of the committee every two (2) years.

- 8:03** The Committee shall meet quarterly, but may meet more or less frequently as may be considered necessary by unanimous agreement of the committee members. Such meetings will be held in person, however when unforeseen circumstances arise which prevent this, or if the committee members agree, such meetings may be conducted via available electronic communication methods.

- 8:04** (a) The main purpose of the Committee is for the exchange of information, the seeking and considering of the advice and view of each party with appropriate opportunity provided to discuss and comment in a genuine manner and recommendations made wherever possible. The committee shall not have the authority to amend, alter or modify the Collective Agreement.
- (b) The above does not imply unanimous or majority agreement, nor does it interfere with Employer or Union rights arising out of the Collective Agreement.
- (c) The Labour Management Committee shall not be used as a vehicle for settling disputes which should be processed through the Grievance and Arbitration Procedure.
- 8:05** The Committee shall not deal with grievances which are in the course of being processed as provided within the Grievance Procedure of this Collective Agreement.
- 8:06** Upon direction of a majority vote of Committee members, Committee members shall be allowed time off with pay, including travelling time for purposes of attendance at Committee meetings and for business arising from Committee decisions.
- 8:07** Where an employee(s) submit(s) material which is to be considered by the Committee, the Employer at its discretion may or may not request the presence of the individual(s) concerned to be in attendance at the meeting for purposes of discussion and any expenses incurred will be paid by the Employer.
- 8:08** **Workplace Safety and Health Committee:**
- (a) The Employer and the Union agree that it is mutually advantageous for the employees covered by this Agreement to be members of the Workplace Safety and Health Committee.

- (b) Both parties agree to abide by the prevailing legislative requirements as set out in practice by the existing Committee.
- (c) The parties agree to the establishment of a Workplace Safety and Health (WSH) Committee, consistent with the requirements of the WSH Legislation and Regulations. Nothing in the foregoing prevents the seeking of a variance, by mutual agreement of the parties, in accordance with the permissible provisions of the WSH act in relation to the composition, structure and number of committees.

### **Article 9 No Discrimination**

- 9:01** The parties hereto agree that there shall be no discrimination, harassment, coercion or interference exercised or practiced with respect to any employee by reason of age, sex, marital status, sexual orientation, race, creed, colour, ethnic or national origin, political or religious affiliation or membership in the Union or activities in the Union or any other characteristics covered by Manitoba Human Rights Legislation.
- 9:02** There shall be no discrimination with respect to any employee who brings forward a complaint concerning another person employed by the Employer.
- 9:03** For the purpose of this provision, discrimination does not include disciplinary action or other non-disciplinary consequences, (e.g. letter of direction, meetings with the Employer), applied to an individual as a result of their filing of a vexatious, frivolous or knowingly false complaint.

### **Article 10 No Harassment**

- 10:01** The Employer and the Union recognize that harassment may exist in the workplace, however, both agree that harassment will not be tolerated.
- 10:02** Harassment shall be defined as:

- (a) Unwelcome and offensive comments, behaviours or actions which would reasonably be considered to offend, abuse, humiliate, demean or cause loss of dignity.
- (b) Unwanted sexual attention of a persistent or abusive nature by one employee to another.
- (c) An implied or expressed promise of reward for complying with a sexually oriented request.
- (d) An implied or expressed statement that compliance with a sexually oriented request is expected in order to maintain existing benefits.
- (e) An implied or expressed threat or reprisal, in the form of actual reprisal or the denial of opportunity, for refusal to comply with a sexually oriented request.
- (f) Sexually oriented behaviour that creates a negative psychological and emotional environment for work.

**10:03** Where an employee is of the opinion that they have been or is being harassed by another employee, and the matter is such that it is neither appropriate nor feasible to address the issue directly with the individual displaying the harassing behaviours, the employee may forward a written complaint directly to the Manager of Human Resources. The complaint shall be marked “Personal and Confidential”. Should the alleged respondent be the Manager of Human Resources, the complainant may forward the written complaint directly to the Executive Director, who may then designate the handling and/or the investigation of the complaint to an alternate.

**10:04** The Manager of Human Resources or designate will endeavour to resolve the matter expeditiously and, wherever reasonable and practical, in a confidential manner. The respondent shall be entitled to notice of the complaint and shall be given the opportunity to respond to the complaint.

The Manager of Human Resources or designate, if unable to resolve, shall determine if an investigation is required and complete or arrange to have

completed any such investigation. The complainant shall be advised of the results of the investigation, as soon as reasonably practicable, once it is completed and the appropriate action determined. Where circumstances reasonably permit, the complainant, or their designated Union Representative shall be provided an update of the status of the investigation on a monthly basis, upon request to the Employer. The update may be provided more or less frequently by mutual agreement of the Employer and complainant. For the purposes of this section, "status" refers to the progress or state of the investigation as to its proximity to completion. It does not refer to specific details or information provided by the respondent, witnesses or other involved parties. The Manager of Human Resources shall provide the findings and/or details to the Executive Director who has the authority to:

- (a) Dismiss the complaint, or
- (b) Determine the appropriate discipline, and/or
- (c) Take any action which in **their** opinion may be necessary.

**10:05** Where the Executive Director or designate determines that a complaint has been made for frivolous or vindictive reasons, they shall have the authority to:

- (a) Take disciplinary action against the complainant and/or
- (b) Take any action against the complainant which in their opinion may be necessary.
- (c) Any action taken in (a) and (b) above is subject to the grievance and arbitration procedure.

## **Article 11 Civil Liability**

**11:01** If any action or proceeding is brought against any employee covered by this Agreement for an alleged tort committed by the employee in the performance of their duties, then:

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

## **Article 12 Recruitment and Promotion**

- 12:01** Bulletined positions whether they be vacancies resulting from promotions, demotions, transfers or new positions arising from expanded operations or vacancies as a result of an employee leaving the service for any reason shall be filled with the employee making application, who in the opinion of the Employer, is the most qualified. If no employees are qualified, the vacancies will be filled by external candidates.
- 12:02**
- (a) All available full-time positions covered by this Agreement shall be bulletined and the Union shall receive a copy of all bulletins.
  - (b) In addition to Article 12:02(a), the Employer agrees to bulletin all Supervisory positions.



- (c) In cases where a bulletin is being issued in accordance with Article 12:02(b), the time limits in Articles 12:03, 12:04 and 12:05 shall not necessarily apply.
- (d) In all cases where excluded positions are being bulletined, the Employer shall not be obligated to include wage rate or salary range.

- 12:03** All bulletins shall be posted in all work locations operated by the Authority within ten (10) working days from the date the position is approved to be filled.
- 12:04** All bulletins shall be posted for ten (10) working days and where there are no applicants or no qualified applicants for the posted vacancy, the Employer may fill the position without further posting within the next six months.
- 12:05** When an employee has submitted an application in response to a bulletin, the Employer shall advise the employee in writing of the result. If the employee was unsuccessful in their application, they may request in writing the reasons the employee was unsuccessful. Such a request shall be made within ten (10) days of receipt of the written notification that the employee was an unsuccessful applicant. The Employer shall respond within ten (10) working days of the employee's request.
- 12:06** The bulletin shall state the closing date for applications, the location of the position, the classification, the duties and responsibilities of the position, the qualifications required and the salary range. The principle of employment equity applies to all competitions.
- 12:07** The selection of employees for vacant or new positions shall be on the basis of qualifications, ability, prior work performance and seniority. Where qualifications, ability and prior work performance are relatively equal, seniority shall be the determining factor.
- 12:08** The Union recognizes that, in accordance with Article 12:03, the Employer may run a coincidental advertisement with preference to internal applicants.

**12:09** Where an employee is promoted to another position, the employee shall be paid at a rate of pay set out for that position in the Pay Plan Schedule that is, if possible, one (1) full increment more than the rate of pay the employee was being paid in the employee's former position.

### **Article 13 Probationary and Trial Periods**

**13:01** All new employees shall be on a probation for six (6) months from the date of the commencement of employment. **The probation period is based on Calendar Service.**

- (a) An employee's probation period may be extended by the Executive Director or designate. Such extension may be for a maximum period of six (6) months.
- (b) In the event of a lengthy absence (twenty (20) working days or more) due to illness or injury during the probation period, the Executive Director or designate may extend the probation period for longer than twelve (12) consecutive months. The total time spent on probation, while at work, shall in no instance exceed twelve (12) months.
- (c) An employee shall be notified in writing of any extension of the probation period under Section (a) or (b) prior to the expiry of the probation period. A meeting may be held with the employee to discuss the extension. The employee has the option to have a representative present.
- (d) An employee's probation period of six (6) months plus any extension shall be considered the initial probation period. This initial probation period shall not exceed twelve (12) months, subject to 13:01(b) where applicable.

**13:02** An employee who is rejected during the initial probation period may grieve the rejection, in accordance with Article 36 - Grievance Procedure, within twenty (20) working days from the date the employee received notice of the rejection. The Executive Director shall hold a hearing to discuss the grievance

with the employee. The employee has the option to have a Representative present. The decision of the Executive Director shall be final for such grievance.

**13:03** Subject to Section :02, the rejection on probation of an employee is not arbitrable.

#### **Article 14 Pay**

- 14:01** (a) An employee who works seventy-two and one-half (72.5) hours every two (2) weeks shall be paid the current biweekly rate for their classification contained within this Collective Agreement.
- (b) Where an employee works less than seventy-two and one-half (72.5) hours during a biweekly period, the employee shall be paid for all regular hours worked at a rate determined by dividing the biweekly rate for the classification by seventy-two and one-half (72.5).
- 14:02** The hourly rate of pay described in the pay schedule shall be the official rate of pay. The biweekly pay shall be calculated by multiplying the hourly rate of pay by the normal number of hours in a biweekly pay period as indicated in the Pay Plan Schedule and rounding to the nearest cent.

#### **Article 15 Merit Increase**

- 15:01** “Merit Increase” means an increase in the rate of pay of an employee within the employee’s pay range which may be granted in recognition of satisfactory service on the employee’s anniversary date.
- 15:02** (a) The initial anniversary date of an employee shall be established as the first of the month which follows the date on which the employee commenced employment.
- (b) The anniversary date for an employee who as a result of promotion or transfer received an increase in rate of pay equivalent to two or more merit increases shall become the first day of the month that falls on or

after the effective date of the promotion or transfer and the employee shall be eligible for their next merit increase twelve (12) months from the anniversary date established in accordance with this section.

- 15:03** The effective date for an employee's merit increase shall be the first day of the bi-weekly pay period, which includes the employee's anniversary date.
- 15:04** Where the pay range for an employee's classification permits, an employee shall be eligible for a merit increase twelve (12) months from the employee's anniversary date established in accordance with this Article provided the employee has accumulated one thousand (1000) regular hours of work during that preceding twelve (12) month period.
- 15:05** (a) Where an employee has not accumulated one thousand (1000) hours in Article 15:04, they shall be eligible for a merit increase review upon the completion of one thousand (1000) regular hours.
- (b) Where an employee has been on maternity leave and/or parental leave and as a result of such leave(s) fails to be eligible for a merit increase under Article 15:04, the employee will be eligible for a merit increase on the first of the month following the date on which the employee accumulates the necessary regular hours of work. The effective date of the increase shall be the first day of the bi-weekly pay period, which includes the first of the month.
- 15:06** Where an employee is granted a merit increase in accordance with Article 15:05:
- (a) The merit increase shall be effective on the first day of the bi-weekly pay period in which one thousand (1000) hours were accumulated; and
- (b) The employee's new anniversary date shall be established as the first of the month following the granting of this merit increase.
- 15:07** Where an employee has been denied a merit increase, the employee shall be notified in writing of the reason for the denial on or before the anniversary date.

**15:08** Where a merit increase has been denied:

- (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. 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 in accordance with the grievance procedure. No grievance may be initiated where a merit increase is not granted to an employee under Article 15:08(a);
- (c) The employee is eligible for a merit increase at the employee's next anniversary date notwithstanding that the employee was granted a merit increase under Article 15:08(a).

#### **Article 16 Acting Status**

**16:01** Where the Employer directs an employee employed in one position to temporarily take over the duties and responsibilities of some other position having a higher grade of pay, and provided the employee takes over and continues to perform for one (1) or more consecutive working days the duties and responsibilities of that other position with acting status, the employee shall be paid at the rate of pay for 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 the employee shall, unless they are appointed or promoted to some other position, revert to the employee's original position and be paid at the rate of pay for the employee's original position that they would be paid if they had never held the temporary appointment.

**16:02** For purposes of interpretation of this Article, "the duties and responsibilities" under this article means the duties and responsibilities that would have been performed by the incumbent during the period in which they have been replaced.

**16:03** All bargaining unit acting status appointments will be reviewed after a **six (6)** month period.

### **Article 17 Performance Appraisal**

**17:01** Where a formal assessment of an employee's performance is made, the employee concerned shall be given an opportunity to sign the assessment form upon its presentation to indicate that its contents have been read. Employees shall have the right to place their own comments on the form where such space is provided or to append their comments to the form where no space is provided. An employee shall, unless they decline, receive a copy of the assessment when presented for employee signature. Refusal to sign shall be signified on the performance appraisal form and the absence of the employee's signature will not render the performance appraisal invalid.

### **Article 18 Seniority**

**18:01** (a) Seniority for service will be based on credited hours, and will be expressed in years of service. Credited service for this purpose shall be limited to:

- (i) Regular paid time;
- (ii) Periods of Workers Compensation;
- (iii) Periods of Maternity Leave and/or Parental Leave;
- (iv) Periods of Adoptive Parent Leave;
- (v) Approved Educational Leave to a maximum of one (1) year;
- (vi) Leaves without pay to a maximum accumulation of twenty (20) working days in a calendar year;
- (vii) Any sick leave without pay necessary to satisfy the elimination period of the Long Term Disability Income Plan;
- (viii) Periods of leave while on the Long Term Disability Plan.

- 18:02** Updated Seniority Lists will be prepared annually by the Employer by April 1 of each year, based on service up to and including December 31 of the previous year. The list will be posted at all work locations.
- 18:03** An employee shall notify the Employer of any error in the calculation of their seniority within the calendar year of the Seniority List having been posted.
- 18:04** An employee will lose all seniority when the employee:
- (a) Resigns;
  - (b) Retires;
  - (c) Is dismissed and not reinstated;
  - (d) Dies;
  - (e) Is permanently laid off.

#### **Article 19 Shift Premium**

- 19:01** An employee who works a shift where one-half (1/2) or more of the hours are worked between 5:00 p.m. and 5:00 a.m. shall receive a shift premium of **thirteen dollars and seventy cents (\$13.70)** for the shift in addition to the employee's regular pay.
- 19:02** 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.

#### **Article 20 Weekend Premium**

- 20:01** An employee shall receive weekend premium of one dollar and **seventy-five cents (\$1.75)** per hour for all regular hours of work or portions thereof on a **weekend**. For the purposes of this section, weekend is defined as being between the hours of **6:00 p.m. Friday evening to 6:00 a.m. Monday morning** inclusive.

**20:02** The weekend premium shall not be included in the calculation of overtime payments, superannuation, group life insurance, sick leave payments, vacation pay, or any other employee benefits.

### **Article 21 Statutory Holidays**

**21:01** The following are recognized holidays:

New Year's Day	Terry Fox Day (1 <sup>st</sup> weekend in August)
Louis Riel Day	Labour Day
Good Friday	<b>National Day for Truth &amp; Reconciliation</b>
Easter Monday	Thanksgiving Day
Victoria Day	Remembrance Day
Canada Day (July 1)	Christmas Day
	Boxing Day

And any other holiday proclaimed by Federal or Provincial Statute.

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.

**21:02** An employee who is required to work on the holiday

- (a) When it is observed on the employee's day of rest shall receive, in addition to the regular pay for the holiday to which the employee may be entitled, the overtime pay rate based on two (2) times the employee's regular rate of pay for all time worked on the holiday or be granted leave for such hours worked at the rate of two (2) hours for each hour worked. The leave shall be taken at a time that is mutually agreeable between the employee and the Employer.
- (b) When it is observed on a day where the employee is required to work a regularly scheduled shift, in addition to the regular pay for the holiday to



which the employee may be entitled, the overtime pay rate based on one and one half (1 1/2) times the employee's regular rate of pay for all time worked on the holiday or be granted leave for such hours worked at the rate of one and one half (1 1/2) hours for each hour worked. The leave shall be taken at a time that is mutually agreeable between the employee and the Employer.

- 21:03** (a) Subject to (b), employees shall be entitled to cease work at one o'clock in the afternoon on December 24th when that day falls on Monday through Friday. This day shall be considered a full working day for purposes of calculation.
- (b) Where the Employer requires an employee to work a regular work day on December 24th when that day falls on Monday through Friday inclusive, such employee shall be entitled to one-half (1/2) day of compensatory leave with pay to a maximum of four (4) hours.

## **Article 22 Hours of Work**

- 22:01** All shifts shall be arranged to provide for consecutive hours of work each day and no employee shall be requested to commence work prior to the employee's scheduled commencement time unless for purposes of overtime.
- 22:02** (a) Hours and tours of duty for all employees covered by this Agreement shall be arranged for the efficient operation of specific areas.  
**Employees shall work a regular work day of seven and one-quarter (7.25) consecutive hours which will include rest periods but exclude meal periods. Employees shall work seventy-two and one-half (72.5) hours in a regular biweekly period.**
- (b) Normal office hours shall be 8:00 a.m. to 4:30 p.m. from Monday to Friday inclusive.
- (c) Hours of work for part-time or term employees shall not exceed those of full-time employees in any classification.

- (d) Full-time Employees in the positions of Auditor and Investigator may work varied hours provided the hours worked are consistent with seventy-two and one-half (72.5) hours per biweekly pay period.
- (e) Inspectors may work varied hours provided they **do not exceed** the seventy-two and one half (72 .5) hours biweekly pay period and the ten days per pay period, as per assigned shift schedule. All such shifts shall be posted a minimum of two (2) weeks prior to their commencement, however in the case of occasional requirement for shift change, within the thirteen (13) week period, the Employer shall post such change not later than fourteen (14) calendar days prior to their commencement.

**22:03** All employees who work five (5) or more consecutive hours shall receive a lunch break of not less than thirty (30) minutes to be taken as close to the middle of their shift as possible.

**22:04** All employees working seven and one quarter hours (7.25) per day, shall have two (2) rest periods of fifteen (15) minutes each per day, one (1) before lunch as close to the middle of the first part of the day and one (1) after lunch to be taken as close to the middle of the second half of the day.

**22:05** Employees shall not be required to work split shifts.

**22:06** Inspectors' initiated requests for weekly or single day shift changes between inspectors may be approved. Such requests shall be infrequent and will not be unreasonably denied. Shift changes must have prior approval of the Supervisor or Manager. No shift change request shall be approved if an Inspector will exceed seventy two and one half (72.5) hours per biweekly period or seven and one quarter hour (7.25) hours per day.

**22:07** **Banking of Regular Time**

When an employee initiates a request to exchange work for time off, or time off for work, such exchanges are considered to be the banking of regular time (not overtime) and are subject to the approval of the appropriate manager.

- (a) Time will be earned prior to the taking of any requested time off. Approval of these regular time exchanges shall be confirmed in writing and shall not be unreasonably denied.
- (b) Employees shall not be requested to initiate such exchanges or to bank regular time in substitution for overtime as defined in the Collective Agreement.
- (c) Such accumulated time shall not be used for the purposes of time off for any hours where the employee is scheduled to work past ten (10) pm.
- (d) The time banked for hours accumulated as per this article shall not exceed thirty-six and one quarter (36.25) hours at any time.

### **Article 23 Overtime**

- 23:01** Nothing in this Agreement shall be construed as to obligate any employee to work overtime.
- 23:02** An employee who is required to work overtime on a regular work day is entitled to compensation at time and one half ( $1\frac{1}{2}x$ ) for all overtime worked. Daily overtime will be paid after seven and one quarter (7.25) hours.
- 23:03** An employee who is required to work on the employee's day of rest is entitled to compensation at double time ( $2x$ ) for all time worked with a minimum payment for three (3) hours overtime.
- 23:04** At the employee's option, overtime shall be compensated by paying the employee for all time worked at the applicable overtime rate, at the hourly rate at which it was earned, or by granting the employee the equivalent time off in lieu of payment.
- 23:05** An employee shall have the option of taking time off in lieu of overtime pay for overtime accumulated up to February 1st in the current fiscal year. Time taken off in lieu of pay must be taken before the end of the fiscal year and shall be by the mutual agreement of the employee and the Employer.

- (a) It is agreed that an attempt will be made to allow employees to take time off during the current fiscal year in lieu of overtime worked during February and March of that fiscal year.
- (b) If this is not operationally feasible, up to twenty-four (24) hours of accumulated time may be carried over into the next fiscal year with the provision that such accumulated time off must be taken at a mutually agreeable time prior to the end of August. Any accumulated time in excess of twenty-four (24) hours, must be taken in pay.

**23:06** An employee entitled to overtime compensation, if called out or scheduled to work additional hours, shall receive for the work, a minimum payment equivalent to three (3) hours at the applicable overtime rate provided that the period of overtime worked by the employee is not contiguous to the employee's scheduled working hours. A meal break shall not be regarded as affecting contiguity.

**23:07** Overtime monies shall be paid to employees as expeditiously as possible.

**23:08** An employee who works two (2) hours of overtime contiguous to their normal working day shall receive a meal allowance of twelve dollars (\$12.00). The meal allowance will not be paid in instances where a meal expense is claimed under Article 45 or Article 46.

## **Article 24 Vacation**

**24:01** For the purposes of this Agreement, a vacation year is the period beginning on April 1 and ending on March 31 of the next year. An employee shall accumulate vacation credits from the date of commencement of employment.

**24:02** Vacation leave credits are calculated based on accumulated service. In addition, for purposes of calculation of vacation credits only, an employee shall be considered to have earned accumulated service in accordance with the following:

- (a) Where an employee is absent due to injuries or disabilities for which compensation is paid under The Workers Compensation Act, vacation leave shall accumulate as if the employee were not absent, but the extent of such accumulation shall not continue beyond twelve (12) consecutive calendar months from the date the injury or disability occurred;
- (b) Full-time employees will receive vacation credits during approved leaves of absence without pay up to a maximum of thirty-six and one quarter (36.25) hours in a vacation year.

**24:03** Under no circumstances can an employee earn more than the maximum vacation credits that can be accumulated in any vacation year; i.e. fifteen (15), twenty (20), twenty-five (25), or thirty (30) vacation credits per vacation year.

**24:04** Employees shall earn vacation leave credits during each vacation year on the following basis:

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

- (d) Effective April 1, 2007, commencing from the beginning of the vacation year in which nineteen (19) calendar years of service will be completed, employees shall earn vacation credits at the rate of a maximum of thirty (30) credits for 1,885 hours of accumulated service to be taken in the vacation year in which twenty (20) calendar years of service are completed and yearly thereafter;
- (e) Employees will receive a bonus five (5) vacation credits upon completion of thirty-five (35) years of service and again upon completing each two (2) years of succeeding service. The bonus credits apply only in the year in which they are received, and not in the following year.
- (f) Notwithstanding Article 24:04 (a), (b), (c), and (d), employees terminating in their second (2nd) calendar year of service shall have their vacation leave credits cashed out at the rate of a maximum of fifteen (15) credits for 1,885 hours of accumulated service. Employees terminating in their ninth (9th) calendar year of service shall have their vacation leave credits cashed out at the rate of a maximum of twenty (20) credits for 1,885 hours of accumulated service. Employees terminating in their nineteenth (19th) year of service shall have their vacation leave credits cashed out at the rate of a maximum twenty-five (25) credits for 1885 hours of accumulated service.

**24:05** To calculate the number of vacation hours an employee has earned in a vacation year:

- (a) Determine the number of hours of accumulated service as determined in Article 24:02 that the employee has earned in a vacation year to a maximum of 1,885 hours;
- (b) Divide by 1,885;
- (c) Multiply by the employee's vacation leave credit accrual rate, i.e. fifteen (15), twenty (20), twenty-five (25), or thirty (30);

- (d) Multiply by the daily hours for the employee's classification, i.e. seven and one-quarter ( $7\frac{1}{4}$ ) and round down to the nearest quarter ( $\frac{1}{4}$ ) hour.

**24:06** Vacation credits do not accrue when an employee receives a vacation pay cash out in lieu of vacation time taken.

**24:07** (a) Subject to Article 24:08 (e) vacation leave shall be taken in the vacation year following the vacation year in which it is earned. However, with the approval of the Employer, vacation that has been earned in a vacation year may be taken in that vacation year;

(b) Under no circumstances shall vacation leave be taken in advance of when it was earned;

(c) Where operational requirements permit, vacation leave may be taken subject to the approval of the Employer;

(d) The Employer may authorize vacation to commence on any day;

(e) The Employer may authorize that vacation leave be carried forward to the next following year to supplement the vacation period in that year, but in no case will a vacation carry-over be allowed which comprises more than one (1) previous year's vacation entitlement;

(f) The Employer may authorize an employee to take vacation leave in two (2) or more periods;

(g) The Employer, if it finds it necessary, may require an employee to take vacation leave in two (2) or more periods. Normally any such periods shall not be less than one (1) week in length.

**24:08** Where the Employer has been unable to schedule part or all of an employee's vacation within the vacation year and as a result finds it necessary to restrict the whole or part of the vacation leave of an employee, the Employer may authorize payment in lieu of vacation. Such pay shall not be subject to deduction of pension fund contributions or life insurance contributions. An

employee whose vacation leave has been restricted may, in lieu of receiving such pay, elect to carry over such vacation leave to the following year.

**24:09** Vacation leave shall be taken on the basis of seniority.

**24:10** Where an employee dies, the employee's estate shall receive the employee's accumulated vacation credits.

### **Article 25 Sick Leave**

**25:01** It is agreed by both parties that sick leave may be granted by the Employer where an employee is unable to work as a result of illness or injury.

**25:02** Sick leave credit shall accumulate at a rate of:

(a) During the first four (4) years of calendar service at the rate of three point six two five (3.625) hours for each seventy-two point five (72.5) hours of accumulated service; and

(b) After the first four (4) years of calendar service at the rate of seven and one-quarter (7.25) hours for each seventy-two point five (72.5) hours of accumulated service.

**25:03** Sick leave credit shall not accumulate beyond two hundred and eight (208) working days (1508 hours).

**25:04** Commencing from the first day of each absence due to illness or injury, an employee shall be eligible for sick leave with pay.

**25:05** Sick leave shall not be taken in advance of when it is earned.

**25:06** An employee's sick leave credit shall be reduced by the amount of sick leave paid by the Employer for the absence.

**25:07** Sick leave shall not accumulate during periods when an employee is:

(a) Absent on sick leave and/or absent on Workers Compensation for a period of more than ten (10) consecutive working days, or



- (b) Absent without leave, or
- (c) Absent on leave of absence without pay.

- 25:08** Where an employee is to be absent because of illness, the employee shall endeavour to notify the employee's immediate supervisor of the absence due to illness at least one hour (1) prior to and not more than thirty (30) minutes after the normal hour of beginning work, or as soon thereafter as the means of communication permit.
- 25:09** An employee who has been absent because of sickness for a period of more than three (3) consecutive working days shall furnish, when requested by the Employer, at any time during this period of sickness, a medical certificate certifying that the employee is or was unable to be present at work because of the illness. Where an employee fails to produce a medical certificate acceptable to the Employer, the employee shall not be entitled to be paid for the period of absence.
- 25:10** An employee who has been absent because of sickness for a period of three (3) working days or less may be required to furnish, when requested by the Employer, a medical certificate as required under Section :09. Failure to produce a certificate acceptable to the Employer will result in a loss of pay for the period of absence.
- 25:11**
- (a) The Employer may require that the employee undergo an independent medical examination by a doctor agreed upon by the Employer and employee.
  - (b) If the Employer and employee cannot agree on a doctor, the Employer may appoint a doctor to provide an independent medical examination.
  - (c) In this event, the employee will authorize their doctor(s) to make the required information available to the doctor appointed by the Employer and shall, if requested, substantiate that they have given this authorization. If the employee fails to authorize the required releases, the

employee's absence from work may be considered as unauthorized, consequently without pay, and subject to disciplinary action.

- (d) The cost of a medical examination and certificate, as per this clause, shall be borne by the Employer.

**25:12** Where an employee becomes ill during the period of the employee's scheduled annual vacation, the Employer may grant sick leave and credit the employee with alternate days' vacation equivalent to the number of days approved sick leave providing the illness is over three (3) days and may require hospitalization. The employee will be responsible to provide proof of illness and/or hospitalization satisfactory to the Employer.

**25:13** Time off for medical and dental examinations or treatments, and other such treatments and examinations as prescribed by a medical practitioner, or treatments and examinations by nurse practitioners, physiotherapists and chiropractors, including reasonable travel time, shall be granted to employees and such time off shall be chargeable against the employee's accumulated sick leave credits.

Whenever possible, appointments are to be made on the employee's day off or at a time when the employee is not on duty. If the above is not possible, the employee will endeavour to make the appointment at a time which is least disruptive to the workplace.

If the employee chooses a doctor or dentist outside of their community, such time off with pay will be granted to a maximum of three (3) hours. Increased time may be considered by the Employer in extenuating circumstances on an individual basis.

Should it be necessary for an employee to attend a doctor or dentist outside of their community by reason of non-availability of service in their community, the employee shall be allowed up to one (1) regular work day off with pay, to the extent that sick leave credits have been accumulated, for the time necessary to attend such appointment to the nearest point of available

service. Employees residing north of the 53rd parallel shall be allowed up to two (2) regular work days off with pay.

### **Article 26 Compassionate Leave**

- 26:01** An employee shall be granted four (4) days leave with pay in the event of the death of a member of the employee's immediate family. For purposes of this section, immediate family is defined as: father (step father), mother (step mother), mother-in-law, father-in-law, grandparent, brother, sister, spouse, child, step child or ward of the employee or a relative permanently residing in the employee's household or with whom the employee resides and common-law spouse or life partner.
- 26:02** An employee shall be granted one (1) day leave with pay in the event of the death of an employee's son-in-law, daughter-in-law, brother-in-law, sister-in-law, grandchild, aunt, uncle, niece and nephew.
- 26:03** An additional two (2) days shall be granted where it is necessary for the purpose of travelling at least two hundred twenty-five (225) km from the employee's home to attend the funeral.
- 26:04** In addition to the two (2) days granted in accordance with Article 26:03, an additional two (2) days shall be granted for the purpose of travelling more than two thousand (2,000) kilometers (one-way) from the employee's home to attend the funeral of a member of the employee's immediate family. This may be granted at the discretion of the Employer.
- 26:05** (a) An employee shall be granted leave with pay to a maximum of one (1) day for acting as a pallbearer.
- (b) An employee may be granted leave with pay to a maximum of four (4) hours for attendance at the funeral of a friend.
- 26:06** **Compassionate leave granted to an employee under this Article shall be used within thirty (30) days of the death giving rise to the entitlement, unless the employee was an active employee at the time of death and**

**confirms within these thirty (30) days, that the accompanying memorial, funeral or similar event is scheduled at a later time, as approved by the Employer. Such approval shall not be unreasonably denied.**

### **Article 27 Maternity Leave**

**27:01** 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"

**27:02** In order to qualify for Plan A, a pregnant employee must:

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

**27:03** 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 Article 27:02(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 Article 27:02(c), and the actual date of delivery, if delivery occurs after the date mentioned in that certificate;

- (c) The Employer may vary the length of maternity leave upon proper certification by the attending physician.

**27:04** Effective date of signing, an employee who has been granted Maternity Leave shall be permitted to apply up to a maximum of five (5) days of the employee's accumulated sick leave against the Employment Insurance waiting period.

An employee who has been granted maternity leave shall also be permitted to apply up to an additional five (5) days of her accumulated sick leave:

- (a) in the week immediately following the discontinuation of payments of Employment Insurance Maternity benefits if the employee does not receive Employment Insurance Parental Benefits; or
- (b) in the week immediately following the discontinuation of payments of Employment Insurance Parental benefits, if the employee receives Employment Insurance Parental benefits immediately following the discontinuation of Employment Insurance Maternity Benefits.

Should an employee not be required to serve any waiting period before the commencement of Employment Insurance benefits, they will be permitted to apply up to ten (10) days of their accumulated sick leave as in paragraph (a) or (b) above.

Should the employee not return to work following her Maternity Leave for a period of employment sufficient to allow for re-accumulation of the number of sick days granted, the employee shall compensate the Employer for the balance of the outstanding days at the time of termination. Approved sick leave with pay granted during the period of return shall be counted as days worked.

#### Plan "B"

**27:05** In order to qualify for Plan B a pregnant employee must:

- (a) Have completed seven (7) continuous months of employment for or with the Employer;

- (b) Submit to the Employer an application in writing, for leave under Plan B at least four (4) weeks before the day specified by the employee in the application as the day on which the employee intends to commence such leave;
- (c) Provide the Employer with a certificate of a duly qualified medical practitioner certifying that the employee is pregnant and specifying the estimated date of the employee's delivery;
- (d) Provide the Employer with proof that the employee has applied for Employment Insurance benefits and that Service Canada has agreed that the employee has qualified for and is entitled to such Employment Insurance Maternity benefits pursuant to Section 22, Employment Insurance Act.

**27:06** An applicant for Maternity Leave under Plan B must sign an agreement with the Employer providing that:

- (a) The employee will return to work and remain in the employ of the Employer on a full-time basis for at least six (6) months following the employee's return to work; and
- (b) If the employee does not take leave as provided in Article 28 - Parental Leave the employee will return to work on the date of the expiry of the employee's Maternity Leave; and
- (c) If the employee does take leave as provided in Article 28 - Parental Leave, the employee will return to work on the date of the expiry of their Parental Leave; and
- (d) Should the employee fail to return to work as provided above, the employee is indebted to the Employer for the full amount of pay received from the Employer as a maternity allowance during their entire period of Maternity Leave.

- 27:07** At the employee's request, the Employer may authorize an employee who has received Maternity Leave under Plan B to return to work on a part-time basis for a period of twelve (12) months.
- 27:08** An employee who qualifies is entitled to a Maternity Leave consisting of:
- (a) A period not exceeding seventeen (17) weeks if delivery occurs on or before the date of delivery specified in the certificate mentioned in Subsection :05(c); or
  - (b) A period of seventeen (17) weeks plus an additional period equal to the period between the date of delivery specified in the certificate mentioned in Subsection :05(c), and the actual date of delivery, if delivery occurs after the date mentioned in that certificate;
  - (c) The Employer may vary the length of Maternity Leave upon proper certification by the attending physician.
- 27:09** Effective date of signing, during the period of Maternity Leave, an employee who qualifies is entitled to a Supplement to Employment Insurance (EI) Maternity Benefits as follows:
- (a) An employee shall receive ninety-three percent (93%) of their weekly rate of pay during the one week Employment Insurance waiting period;
  - (b) For up to a maximum of fifteen (15) additional weeks, payments equivalent to the difference between the Employment Insurance benefits the employee is eligible to receive and ninety-three percent (93%) of her weekly rate of pay;
  - (c) For the week immediately following the discontinuation of payments of Employment Insurance Maternity benefits, an employee shall receive ninety-three percent (93%) of their weekly rate of pay provided the employee does not receive Employment Insurance Parental Benefits immediately following the exhaustion of the Employment Insurance Maternity Benefits.

If the employee receives Employment Insurance Parental Benefits immediately following the exhaustion of Employment Insurance Maternity Benefits, the employee shall receive ninety-three percent (93%) of the employee's weekly rate of pay for the week immediately following the discontinuation of payments of Employment Insurance Parental Benefits.

Should an employee not be required to serve any waiting period before the commencement of Employment Insurance benefits, the benefits under paragraph (a) above will be paid in the week following payment in paragraph (c).

(d) All other time as may be provided under :09, shall be leave without pay.

**27:10** Plan B does not apply to term **or seasonal** employees.

**27:11** 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.

**27:12** Where an employee's anniversary date falls during the period of Maternity Leave under Plan A or B, the employee shall be eligible to receive a merit increase effective the date upon which the employee returns to their position of employment.

**27:13** Sections 57 and Sections 60(1) through 60(4) inclusive of the Employment Standards Code respecting maternity leave shall apply "mutatis mutandis".

## **Article 28 Parental Leave**

**28:01** 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 must assume actual care and custody of the new born child; or
- (c) Adopt a child under the law of a province.



- 28:02** An employee who qualifies under Article 28:01 must:
- (a) Have completed seven (7) continuous months of employment; and
  - (b) Submit to the Employer an application in writing for Parental Leave at least four (4) weeks before the day specified in the application as the day on which the employee intends to commence the leave.
- 28:03** An employee who qualifies in accordance with Articles 28:01 and 28:02 is entitled to Parental Leave without pay for a continuous period of up to sixty-three (63) weeks.
- 28:04** Subject to Article 28:05, Parental Leave must commence no later than seventy-eight (78) weeks after the date of the birth or adoption of the child or the date on which the child comes into the actual care and custody of the employee.
- 28:05** Where an employee takes Parental Leave in addition to Maternity Leave, the employee must commence the Parental Leave immediately on expiry of the Maternity Leave without a return to work unless otherwise approved by the Employer.

### **Article 29 Leave for Birth/Adoption of Child**

- 29:01** An employee shall be granted one (1) day's leave with pay, to attend needs directly related to the birth/adoption of their child. At the employee's option, such leave shall be granted on the day of, or the day following the birth or adoption of their child, or the day of the mother's admission to, or discharge from hospital or such day as may be mutually agreed.

### **Article 30 Family Related Leave**

- 30:01** An employee shall be entitled up to five (5) days of leave with pay in each fiscal year to be granted on the recommendation of the Employer as follows and charged against the employee's sick leave credits:

- (a) The leave shall be for the purpose of attending to family responsibilities which are real, immediate and unavoidable and which necessitate the employee's absence from work;
- (b) The family responsibilities of the employee could not reasonably be accommodated by some other person or in some other way or at some other time;
- (c) The amount of leave is intended to cover the period until appropriate alternative arrangements can be made.

**30:02** An employee's sick leave accumulation under Article 25 - Sick Leave will not be reduced to less than twelve (12) days per year as a result of the application of this provision.

### **Article 31 Court Leave**

**31:01** 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 and all jury or witness fees received by the employee shall be remitted to the Employer.

**31:02** An employee eligible for court leave in accordance with Section :01 will be paid for all scheduled hours while absent on approved court leave.

### **Article 32 Leave of Absence**

**32:01** Employees may request leave(s) of absence without pay and such requests shall not be unreasonably denied by the Employer.

### **Article 33 Workers Compensation**

**33:01** Where an employee is unable to work as a result of a compensable injury incurred in the course of performing regular duties that employee shall apply for Workers Compensation benefits.

- 33:02** 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.
- 33:03** Where an employee is injured on the job and is required to leave for medical treatment and/or is sent home by management due to the injury, the employee shall incur no loss in regular pay and benefits for the day on which the accident occurs.
- 33:04** Transportation to the nearest physician or hospital for employees requiring immediate medical care as a result of an on-the-job accident shall be provided by or at the expense of the Employer if it is not covered by a medical plan.
- 33:05** When an employee is unable to work and is in receipt of Workers Compensation allowance as a result of an injury incurred in the course of the employee's duties, the employee may elect to be paid an additional amount which, when combined with the compensation allowance, shall ensure the maintenance of net salary. Such additional amount shall be chargeable to the employee's sick leave credits accrued at the time the employee commences receipt of Workers Compensation allowances, and such additional payments shall be payable until the employee's accrued sick leave credits have been exhausted. Net salary shall be as determined by the Workers Compensation Board.
- 33:06** Employees may only be "topped up" by ten percent (10%) of net salary.
- 33:07** If at any time it is decided by the Workers Compensation board that the additional amount in Sections :05 or :06, must be offset against benefits otherwise payable by the Workers Compensation Board, then such additional amount shall not be payable.

### **Article 34 Employee File**

- 34:01** After five (5) years have elapsed since the disciplinary action was taken or unsatisfactory report was filed, provided there has been no re- occurrence of a similar nature, the employee can initiate a written request and have removed and destroyed from **their** file any disciplinary report or unsatisfactory report (excluding performance appraisals) placed on the personnel file of this employee.
- 34:02** Upon written request of an employee, the personnel file of that employee shall be made available for the employee's full examination. Such examination shall be in the presence of a representative of the Employer. The employee has the option to have a Union Representative present.

### **Article 35 Disciplinary Action**

- 35:01** An employee shall only be disciplined for just cause.
- 35:02** A hearing may be held with an employee prior to making a determination to discipline an employee. The employee shall have the option to have a representative present.
- 35:03** Where a written report recommending disciplinary action is to be placed on an employee's file, the employee shall be given an opportunity to sign the report indicating the employee has read it. Upon signing the employee shall receive a copy of such report.
- 35:04** Where disciplinary action has been taken the employee shall be advised in writing of the disciplinary action.
- 35:05** An employee may grieve disciplinary action in accordance with the Grievance Procedure.
- 35:06** No notice or payment in lieu thereof is required where an employee is dismissed with cause.

## Article 36 Grievance Procedure

- 36:01** Wherever possible an employee shall discuss the complaint with the employee's supervisor prior to a written grievance being initiated. The aggrieved employee shall have the option to have a representative present at such a discussion. When a grievance cannot be presented in person at any step, it may be transmitted by registered mail, courier, or other form of delivery where receipt can be verified.
- 36:02** The parties to this Agreement recognize the desirability for prompt resolution of grievances through an orderly process without stoppage of work or refusal to perform work.
- 36:03** A grievance is defined as a complaint in writing concerning:
- (a) The application, interpretation or alleged violation of an Article of this Agreement, or a signed Memorandum of Understanding, or a signed Memorandum of Agreement between the parties.
  - (b) The dismissal, suspension, demotion or written reprimand of an employee.
- 36:04** Notwithstanding Section 36:03, an employee may grieve on any unsatisfactory working condition. The decision of the Executive Director shall be final for such grievances, and shall not be arbitrable.
- 36:05** If an employee or the Union fails to initiate or process a grievance within the prescribed time limits, the grievance will be deemed to be abandoned and all rights of recourse to the Grievance Procedure for that particular grievance shall be at an end. If the Employer fails to reply to a grievance within the prescribed time limits, the Union may process the grievance to arbitration. Either party may request an extension of the time limits providing such extension is requested prior to the expiry of the time allowed. An extension, if requested, shall not be unreasonably withheld.
- 36:06** Wherever possible, the grievance shall be presented on the Union Grievance Form. A written description of the nature of the grievance and the redress

requested shall be sufficiently clear and if the grievance relates to an Article of the Agreement, such Article shall be so stated in the grievance. The grievance shall be signed by the employee and may be clarified at any step providing its substance is not changed. Except for failure to meet the time limits, a grievance shall not be deemed to be invalid if it is not written on the Union Grievance Form or for failure to quote the Article in dispute.

**36:07** Grievances concerning demotion, suspension, or dismissal shall be initiated within twenty (20) working days of the date that the employee became aware of the action.

**36:08** An employee or the Union may withdraw a grievance at any time by giving written notice to the Employer. An employee may abandon a grievance by not processing it within the prescribed time limits.

**36:09** The Grievance Procedure shall be:

- (a) Within twenty (20) working days after the date upon which the employee was notified orally or in writing, or on which the employee first became aware of the action or circumstances given rise to the grievance, the employee shall present the grievance with redress requested to the Executive Director.
- (b) The Executive Director shall sign for receipt of the grievance and shall issue a decision in writing to the employee and to the Union within fifteen (15) working days.
- (c) The Executive Director may hold a hearing to discuss the grievance with the employee and the employee's representative before giving a decision on the grievance.
- (d) If the grievance is not resolved satisfactorily, the Union may refer the matter to Arbitration in accordance with Article 37 - Arbitration Procedure.

**36:10** The Policy Grievance Procedure shall be:

- (a) Where either party to this Agreement disputes the general application interpretation or alleged violation of an Article of this Agreement or a signed Memorandum of Understanding or a signed Memorandum of Agreement between the parties, either party may initiate a Policy Grievance. Where such a grievance is initiated by the Union it shall be presented to the Executive Director. Where such a grievance is initiated by the Employer it shall be presented to the President of the Union. In all cases the grievance shall be presented within twenty (20) working days from the date of the action giving rise to the grievance.
- (b) Where the parties fail to resolve a grievance under Article 36:10(a), either party may refer the grievance to Arbitration.

### **Article 37 Arbitration Procedure**

- 37:01** Within twenty (20) working days from the receipt of the decision arising from the Grievance Procedure under Article 36:09 or 36:10, the Union shall notify the Employer in writing of its desire to submit the grievance to arbitration, and **at the time of giving such notice, advise the recipient of the name of a proposed sole arbitrator who they would find acceptable to hear the grievance. The recipient of such notice shall respond to that proposal within ten (10) working days. In the event that the parties are unable to agree on the name of the sole arbitrator within ten (10) days of the reply to the initial notice, then either party may apply to the Manitoba Labour Board for the appointment of a sole arbitrator to hear the grievance.**
- 37:02** **The Arbitrator shall render their decision in writing to the Union and the Employer.**
- 37:03** Any of the time limits referred to above may be extended by mutual agreement of the parties hereto.
- 37:04** **The decision of the Arbitrator shall be final and binding on both parties.**

- 37:05** The **Arbitrator** shall not have the authority to amend, add to, or in any manner change the provisions of this Agreement or any signed Memorandum of Agreement between the parties.
- 37:06** Each party shall bear equally the expense of the **Arbitrator**.
- 37:07** By mutual agreement between the parties, the grievance matter may be referred to a mediator chosen by the parties or the parties may appoint the single arbitrator, chosen in accordance with Article **37:01**, as a mediator/arbitrator. If referred to a mediator, the arbitration hearing date shall be independent of the mediation process. The mediation must be completed prior to the commencement of the arbitration. If the single arbitrator is appointed as a mediator/arbitrator, the matter shall be heard as a mediation/arbitration.

### **Article 38 Contracting Out**

- 38:01** The Employer will give all reasonable consideration to continued employment of the employees who would otherwise become redundant because work is contracted out.
- 38:02** Where work is to be contracted out which would result in the redundancy of employees in the bargaining unit, then the following procedure shall apply:
- (a) The Employer will provide the Union with one hundred and twenty (120) days' notice;
  - (b) During the notice period the parties shall meet to facilitate potential retraining and/or redeployment opportunities.
- 38:03** **This Article does not apply to work involving drug testing, security and/or conducting breathalyzers.**

### **Article 39 Technological Change**

- 39:01** Sections 83 through 85 inclusive of The Labour Relations Act shall not apply during the term of this Agreement.



- 39:02** The Employer agrees that it will endeavour to introduce technological change in a manner which, where possible, will minimize the disruptive effects on its employees.
- 39:03** For purposes of this Article, technological change means the introduction into the Employers' operation of new equipment or materials, which shall affect the security of employment of a significant number of employees.
- 39:04** Where the Employer intends to introduce technological change, the following procedure will be followed:
- (a) The Employer will provide the Union with ninety (90) days' 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.

#### **Article 40 Change of Work Headquarters**

- 40:01** Where, as a result of a reorganization an employee's work headquarters is moved from one city or town to another city or town requiring a change of residence by the employee, the employee shall be given notice of the move ninety (90) days in advance of the date upon which the move of the employee is to be affected. Such notice shall be provided in writing to the employee by the Employer.
- 40:02** Where an employee has accepted relocation involving a change in residence by the employee, the employee shall be reimbursed for expenses incurred due to the relocation in accordance with existing policy respecting "Relocation Expenses" in the General Manual of Administration (Province of Manitoba).
- 40:03** Where such notice has been given and the employee is unable to relocate, every reasonable effort will be made to place the employee in another suitable position within the bargaining unit.
- 40:04** Where an employee with one (1) or more years of continuous service is unable to relocate, the employee shall be subject to layoff. If the employee

has not been offered another suitable position within one (1) year from the date of layoff the employee shall be permanently laid off and shall receive severance pay in accordance with Article 42 Severance Pay.

**40:05** For purposes of interpretation of this Article, where the term “suitable position” is used it means a position which the employee is reasonable qualified for and able to perform and which is in a location that would not require a change of residence by the employee.

### **Article 41 Layoff**

**41:01** Where by reason of a shortage of work or funds, or the abolition of a position or material changes in duties or organization, the Employer determines that a layoff(s) is necessary, the Employer shall determine the classification(s) from which the layoff(s) are to take place.

**41:02** The Employer shall determine the group of employees concerned within the classification from which employees are to be laid off.

**41:03** In determining the order of layoff, seniority shall be the determining factor provided the qualifications of the employees are relatively equal. This Section is subject to the requirement that the employees who are retained must have the qualifications and ability to perform the duties, which the remaining employees will be required to perform.

**41:04** An employee who is to be laid off and who elects to exercise the employee’s displacement option may displace the most junior employee in the employee’s current classification subject to the following:

- (a) The employee may only decline the displacement opportunity if the position is in a location which would require a change of residence of the employee;
- (b) If the employee declines the displacement opportunity under Subsection (a), the employee may then elect to displace the next most junior employee in the classification;

- (c) The process will continue in this manner until the employee is able to displace an employee in the classification or there are no displacement opportunities;
- (d) An employee who is displaced and is to be laid off and who elects to exercise the employee's displacement option may displace the most junior employee in the employee's current classification in accordance with the process in this Section.

**41:05** An employee who is to be laid off and who has no displacement option within the employee's classification as a result of Subsection 41:04, may elect to displace the most junior employee in another classification which has the same or lower maximum rate of pay. The employee must have the qualifications and ability to perform the duties which the remaining employees will be required to perform. For this purpose, the rate of pay will be based on the bi-weekly rate of pay in the pay plan. The displacement process in that classification will follow the provisions of Section 41:04.

**41:06** Notwithstanding the process required in Sections 41:04 and 41:05, the effective date of the layoff will not change from that initially provided to the employee. The parties agree to take any steps necessary to expedite the process to ensure that an employee who is to be laid off as a result of the displacement process, receives as much notice as possible. As a result, employees who elect to exercise their displacement rights must participate in and cooperate fully with the process or forfeit their displacement right.

**41:07** Where the layoff(s) of employee(s) is necessary, the Employer shall provide the Union with written notice not less than forty (40) days prior to the date of layoff(s). The parties shall then meet to discuss the steps to be taken to assist the employees affected.

**41:08** Where the Employer is laying off an employee, four (4) weeks' notice of layoff or pay in lieu thereof will be provided.

**41:09** The Union will be provided a copy of layoff notices issued.

- 41:10** Where employees have been laid off, the Employer shall not use casual employees to do the work of the laid off employees except:
- (a) Where the laid off employees are not available for work; or
  - (b) In emergency situations.
- 41:11** Where an employee alleges that the employee's layoff has not been in accordance with this Agreement, Article 36 - Grievance Procedure set forth in this Agreement shall apply.
- 41:12** For purposes of this Article, "qualifications" refers to education, knowledge, training, skills, experience, aptitude and competence. "Ability" refers to mental and physical capability. The Employer, in making a decision with respect to determining which employees are to be retained and which employees are to be laid off, shall determine qualifications, and the ability of employees to perform the duties which the remaining employees will be required to perform, in a fair, reasonable and non-discriminatory manner. The onus of proof rests with the Employer in any dispute over the application of qualifications and ability to perform the duties, which the remaining employees will be required to perform.
- 41:13** Employees who are laid off shall be placed on a re-employment list for a period of twelve (12) months from the effective date of the layoff. Seniority, service and other benefits do not accrue while on lay off, or while on the re-employment list.
- 41:14** The Employer shall maintain a re-employment list for all employees covered by this Article who are laid off on other than a temporary basis. A copy will be provided to the Union on request.
- 41:15** Employees who are placed on a re-employment list shall be called back to their positions in reverse order of layoff in the classification from which the employee was laid off.
- 41:16** An employee who is on the re-employment list must:

- (a) Report in writing any change of address to the Employer without delay;
- (b) If called back, respond to the call-back within seven (7) days of receipt of notification of call-back. Notice of recall shall be made by registered mail to the last known address filed by the employee;
- (c) Return to work within fourteen (14) days of receipt of notification of call-back or such other date as may be agreed upon between the employee and the Employer;
- (d) Except for good and sufficient reasons, accept a call-back in accordance with this Article or be deemed to have resigned.

**41:17** Employees on a re-employment list may be offered re-employment to other positions within the bargaining unit.

**41:18** By written agreement, the employee may elect to terminate and receive Severance Pay, as provided in Article 42 at the time of layoff and thus waive their right to be placed on the reemployment list. An employee may, while on the re-employment list, opt to terminate their employment permanently and receive Severance Pay as provided in Article 42.

In any case, the employee shall automatically be terminated after twelve (12) months of continuous layoff at which time the employee will be paid any Severance Pay to which the employee is entitled.

#### **Article 42 Severance**

**42:01** Employees with nine (9) or more years of accumulated service whose services are terminated as a result of retirement in accordance with the provisions of The Civil Service Superannuation Act, or death, shall be paid, or to the employee's estate in the event of death, severance pay in the amount of one (1) week's pay for each complete year of accumulated service or portion thereof, but the total amount of severance pay under this Section shall not exceed fifteen (15) weeks' pay. Example: ten (10) years, eight (8) complete

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

- 42:02** Where an employee in the employee's ninth (9th) year of accumulated service fails to complete nine (9) years' accumulated service as a result of retirement in accordance with the provisions of The Civil Service Superannuation Act, the employee shall be paid severance pay on the basis of nine (9) weeks' pay multiplied by the factor of the number of complete months service completed in the employee's ninth (9th) year divided by twelve (12) months.
- 42:03** 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).
- 42:04** In the case of employees with nine (9) or more years of accumulated service whose services are terminated as a result of death, the employee's estate shall be paid severance pay in the amount of one (1) week's pay for each complete year of continuous employment or portion thereof, but the total amount of severance pay shall not exceed fifteen (15) weeks' pay. Example: ten (10) years, eight (8) complete months of accumulated service equals ten and eight-twelfths ( $10 \frac{8}{12}$ ) years of continuous service for purposes of calculation.
- 42:05** Where an employee in the employee's ninth (9th) year of accumulated service fails to complete nine (9) years' accumulated service as a result of death, the

employee's estate shall be paid severance pay on the basis of nine (9) weeks' pay multiplied by the factor of the number of complete months service completed in the employee's ninth (9th) year divided by twelve (12) months.

- 42:06** Employees with one (1) or more years of accumulated service whose services are terminated as a result of permanent lay-off, shall be paid severance pay in the amount of one (1) week's pay for each complete year of continuous employment or portion thereof, but the total amount of severance pay shall not exceed twenty-six (26) weeks' pay.
- 42:07** Where an employee in the employee's first (1st) year of accumulated service fails to complete one (1) year's accumulated service as a result of permanent lay-off, the employee shall be paid severance pay on the basis of one (1) week's pay multiplied by the factor of the number of complete months service completed in the employee's first (1st) year divided by twelve (12) months.
- 42:08** An employee who is eligible to receive severance pay in accordance with this Article may elect to receive the severance pay in two relatively equal payments provided both payments occur within the same fiscal year as the effective date of the retirement or permanent lay-off. In the case of severance payable on permanent lay-off, this provision only applies if the employee immediately elects permanent lay-off upon receiving notice of lay-off and waives the right to be placed on the re-employment list, or once placed on the re-employment list, opts to be removed from the list in favour of permanent layoff.
- 42:09** 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 lay-off, or death.

### **Article 43 Resignations and Abandonment of Position**

- 43:01** Employees resigning shall provide the Employer with a written notice of resignation which shall specify the last day upon which the employee will perform their regular duties.

- 43:02** The effective date of a resignation shall be the last day upon which an employee is present at work and performs their regular duties.
- 43:03** Where the last day on which an employee who has submitted a notice of resignation performs their regular duties precedes a Friday, which but for the fact that a holiday falls thereon would be a regular working day, the employee shall be deemed to have voluntarily terminated their service on that Friday and shall be eligible for holiday pay for that Friday.
- 43:04** Employees shall give written notice of resignation at least two (2) weeks prior to the date on which the resignation is to be effective. Notice of resignation shorter than the required two (2) weeks may only be given with the approval of the Employer.
- 43:05** An employee may, with the approval of the Employer, withdraw the notice of resignation at any time before the resignation becomes effective.
- 43:06** The employee agrees to return all equipment, keys, identification and materials belonging to the Employer prior to or at the termination date.
- 43:07** Notwithstanding Article 43:01 and 43:02, an employee who is retiring in accordance with the provisions of the Civil Service Superannuation Act, may, with the approval of the Employer, be permitted to utilize paid leave in the form of vacation or banked time to be taken immediately prior to the employee's retirement date. In this circumstance, the effective date of resignation shall be deemed to be the last day of the employee's paid leave.
- 43:08** Where an employee is absent without leave for a period of three (3) consecutive days, the employee shall be considered to have abandoned their position and shall be deemed to have resigned without notice on the last day on which the employee was present at work and performed their regular duties. Extenuating circumstances will be considered by the Employer.



**Article 44 Use of Privately Owned Vehicles for Employer Business**

**44:01** The Employer will reimburse an employee for use of their privately owned vehicles for travel on Employer business when authorized by the employee's Manager. The employee will be paid at the current kilometre rates periodically established by the Province of Manitoba, which are included within Appendix "E" of the Government Employees' Master Agreement. This information is contained on the Employer's Intranet. The kilometre rate allowance as established by the Province of Manitoba covers all costs relative to the operation of the vehicle. Employees when called back to work in any emergency will be reimbursed for mileage for a personal vehicle used to travel to and from work.

**Article 45 Meals and Miscellaneous Expenses**

**45:01** Employees shall be eligible for meals and miscellaneous expenses as per Appendix "F" of the Government Employees' Master Agreement, the details of which shall be posted in the workplace. This information is contained on the Employer's Intranet.

**Article 46 Travel out of Province/Country**

**46:01** Where an employee is required to travel outside the Province of Manitoba or outside of Canada on Employer business, reasonable receipted expenses will be reimbursed by the Employer.

**Article 47 Stand-By**

**47:01** An employee, who has been designated by the Employer or authorized supervisor to be available on stand-by during off duty hours on a regular working day, shall be entitled to payment for each eight (8) hour period of twenty dollars (\$20.00).

- 47:02** For stand-by on a day of rest or on a paid holiday that is not a working day, the payment for each eight (8) hour period shall be twenty-three dollars (\$23.00).
- 47:03** To be eligible for stand-by payment, an employee designated for stand-by duty must be available during the period of stand-by at a known telephone number or by another method of communication as mutually agreed between the supervisor and the employee, and must be available to return for duty as quickly as possible if called.
- 47:04** The stand-by payment includes the responsibility to respond to phone calls and other forms of electronic communications which do not involve a return to work. If such calls individually or in total exceed one-half ( $\frac{1}{2}$ ) hour, the employee is entitled to claim overtime for the period beyond one-half ( $\frac{1}{2}$ ) hour at the applicable overtime rate. The provisions respecting minimum call out do not apply in these circumstances.
- 47:05** An employee on stand-by who is called back to work shall be compensated in accordance with call-out provisions of the applicable overtime Article in addition to stand-by pay.

#### **Article 48 Dental Plan**

- 48:01** The parties agree to the continuation of the Dental Services Plan with the following changes:
- (a) The current Manitoba Dental Association (MDA) Fee Guide shall be in effect on April 1<sup>st</sup> of each year.
  - (b) Dental coverage will continue for the first seventeen (17) weeks of Maternity Leave;
  - (c) The annual maximum per claimant is one thousand **six hundred and fifty dollars (\$1,650)**;
  - (d) The orthodontic lifetime maximum is one thousand **eight hundred and fifty dollars (\$1,850)**;

- (e) Part-time employees are eligible for family coverage based on fifty percent (50%) of the annual maximum per claimant identified in 48:01 (c) and (d) above.

#### **Article 49 Vision Care Plan**

**49:01** The parties agree to the continuation of the Vision Care Plan with the following changes:

- (a) Changes to the Dental Plan respecting eligibility during Maternity Leave will also apply to the Vision Care Plan;
- (b) The maximum per claimant is **three hundred and seventy-five dollars (\$375.00)**.
- (c) Part-time employees are eligible for family coverage based on fifty percent (50%) of the annual maximum per claimant identified in Article 49:01(b) above.

#### **Article 50 Group Life Insurance Plan**

**50:01** All employees covered by this Agreement shall be eligible to participate in the Government Employees' Master Agreement Group Life, Dependent Life and Accidental Death and Dismemberment Insurance Plans.

#### **Article 51 Ambulance and Hospital Semi-Private Plan**

**51:01** The Employer will continue the Ambulance and Hospital Semi-Private Plan (AHSP) for all employees in accordance with the following:

- (a) Premiums will be paid by the Employer;
- (b) Contents of the Plan shall be the same as that of the employees included in the Government Employees' Master Agreement and altered identically when changes are made;

- (c) Eligibility requirements will be the same as those in effect for the Dental Services Plan.

### **Article 52 Drug Plan**

- 52:01** The Employer will continue the Drug Care Plan in accordance with the following:
- (a) Eligibility requirements for employees and dependants will be the same as the Dental Services Plan;
  - (b) Co-insurance will be based on eighty percent (80%) reimbursement;
  - (c) The maximum payment per contract (family) will be **nine** hundred dollars **(\$900.00)** per year;
  - (d) Part-time employees are eligible for family coverage based on fifty percent (50%) of the annual maximum per claimant identified in 52:01 (c) above.
- 52:02** **The Employer agrees to implement a Blue Net Card with a target date of October 1, 2024 or as soon as possible.**

### **Article 53 Pay Plan Amendments**

- 53:01** Where the Employer establishes or proposes to establish a new classification within the bargaining unit, the Union shall be notified. The parties shall commence negotiations on the appropriate salary for the new classification without undue delay. The application of this clause shall not be deemed to constitute the reopening of this Agreement.
- 53:02** Where the parties fail to agree on an appropriate salary for the new classification the matter may be referred to arbitration in accordance with Article 37 - Arbitration Procedure. The Arbitration Board shall be expressly confined to the sole issue of determining the salary for the new classification.

**53:03** Where a dispute arises whether a new classification should or should not be included within the scope of this Agreement, the dispute may be referred to the Manitoba Labour Board for a ruling.

#### **Article 54 Retroactive Wages**

**54:01** Retroactive pay adjustments for the period between the expiration of the previous Agreement and the date of the signing of this Agreement shall apply to:

- (a) Employees who are in the employ of the Employer on the date of the signing of this Agreement;
- (b) Employees who have left the service during the above-mentioned period but who have retired in accordance with the provisions of The Civil Service Superannuation Act or who have died in service;
- (c) Employees who have left the service during the above-mentioned period by reason of being laid off by the Employer; and
- (d) Employees who have voluntarily terminated their services (resigned).

#### **Article 55 Devolution and Transfer of Services**

**55:01** In the event of the devolution and transfer of services provided by employees covered by this Agreement to a Crown Corporation, Board, Agency, Authority or other entity established by government, the Union shall be notified no less than four (4) months prior to the transfer of employees. The parties will establish a joint committee to facilitate the orderly transfer of employees who are impacted.

**55:02** Where the successorship provisions of the Labour Relations Act have been determined to apply, the provisions of this Agreement continue in effect for the affected employees until the expiry of this Agreement.

**55:03** The Employer and the Union will work together with the successor employer to negotiate a transition agreement respecting the administration and

interpretation of this Agreement during the period required to negotiate a new collective agreement.

- 55:04** The Employer will make reasonable efforts and give priority consideration to obtaining employment opportunities:
- (a) With the new employer for employees who are not being transferred; and
  - (b) Within the Liquor, Gaming and Cannabis Authority of Manitoba for employees who do not wish to transfer to the new employer.
- 55:05** Sections :02 and :03 do not apply to devolution and transfers to other levels of governments.
- 55:06** The provisions of this Article do not apply to secondment of employees.

#### **Article 56 Long Term Disability Income Plan**

- 56:01** The parties agree to the continuation of the existing Employer-paid Long-term Disability Income Plan for all employees covered by this Agreement.

#### **Article 57 Remoteness Allowance**

- 57:01** Employees shall be eligible for remoteness allowance as per Appendix “B” of the Government Employees’ Master Agreement, the details of which shall be posted in the workplace. This information is contained on the Employer’s Intranet.

#### **Article 58 Carry Over of Vacation Credits Upon Retirement**

- 58:01** Effective date of signing for the purpose of carryover of vacation credits to retirement as provided for under the Civil Service Superannuation Act and regulations, subject to any changes therein, an employee covered by this Collective Agreement shall be allowed to bank up to fifty (50) days’ vacation credits. The banking of vacation credits to commence up to five (5) years

prior to the employee's retirement date. The following conditions apply regarding carry-over of vacation:

- (a) An employee has provided a specific retirement date in writing to the Employer.
- (b) An employee may add to the bank a maximum of one (1) years' vacation credits per year.
- (c) The combined total of carry-over and earned vacation credits to be cashed out in the retirement year at retirement must not exceed fifty (50) days in total.
- (d) Should the employee change or extend their intended retirement date, they shall notify the Employer in writing, and may be required to reduce their accumulated pre-retirement vacation leave credits.

#### **Article 59 Employee Requested Education/Training**

**59:01** An employee may request a course, training, conference, or course of study, related to their duties. The Employer at its sole discretion may reimburse the Employee for any of the following; tuition, books, travel costs (airfare) and necessary supplies or other costs, subject to the following:

- (a) Prior to the employee enrolling, the Employer has provided confirmation of its consent in writing that it shall provide such reimbursement for such costs it deems suitable.
- (b) The employee provides evidence of successful completion of, and attendance at, the course, conference or training by submission of confirmation of a passing grade where applicable, or certification of attendance, and applicable receipts. The Employer will only reimburse the employee for the costs specifically designated and pre-approved by the Employer in writing, and determined by the Employer as being required.

- (c) Employees shall suffer no loss of regular pay while attending such education/training. Such course or training time which occurs outside the employee's scheduled hours of work are not eligible for pay. In addition, the Employer and employee may agree upon schedule modification to facilitate approval for such requests.

### **Article 60 Employer Assigned Education/Training**

- 60:01** Where the Employer assigns an Employee to any course, conference or training, the Employee shall receive regular pay and benefits. The Employer shall also pay for associated expenses including, tuition, books, and any necessary supplies.
- 60:02** Subject to Article 60:03 attendance to any such course, conference, training and all associated travel, shall be considered part of the Employee's regular tour of duty. Where travel is required and approved by the Employer to or from such assignment on a day of rest, overtime rates shall apply.
- 60:03** The Employer may change or modify previously scheduled hours of work or days of rest, in order to ensure that the course, conference training, or associated travel falls within the amount of regular hours of work as proscribed for a bi weekly period (72.5 hours). Wherever possible (e.g. does not conflict with other Articles of Collective Agreement, last minute events), such notice shall be provided at least two (2) weeks in advance of any such change or modification.
- 60:04** Should a change or modification of schedule be required as above, for a course, conference or training of longer duration, the Employer will make reasonable effort to ensure that an Employee receive no less than the regularly entitled days of rest within a 2 week period, and the days of rest shall be at least two (2) consecutive days in duration within said two (2) week period.
- 60:05** Should the Employer at its discretion authorize additional hours of work for the purpose of training, attendance to a conference, course or related travel



beyond the employee's regular amount of biweekly hours, then applicable overtime rates will apply. Should an employee based on the formal program anticipate that overtime may be required, the employee shall seek prior authorization for such overtime.

**60:06** For the purposes of training, courses, conferences or other duties required outside Employees' normal jurisdiction of work location, employees shall be eligible, where applicable, for;

- (a) Meal and miscellaneous expenses as per Article 45 and/or Article 46.
- (b) Transportation expenses for Privately Owned Vehicles as per Article 44.

**60:07** Where an Employee is engaged in training, courses, conferences or other duties as assigned by the Employer outside the Province of Manitoba, in addition to the provisions above, the following shall apply;

- (a) Wherein an employee is engaged outside of the Province the duration of which may exceed the Employee's regular scheduled work week and continue following the employee's days of rest, the Employer may, at its sole discretion, permit the employee to return home for those rest days. In such case, the Employee shall be reimbursed travel expenses in an amount not exceeding the cost of maintaining the employee outside the jurisdiction for said days of rest.

### **Article 61 Civil Service Superannuation Fund**

**61:01** All employees covered by this Agreement will participate in the Civil Service Superannuation Fund upon meeting the eligibility requirements under the plan.

### **Article 62 Addictions**

**62:01** **The parties recognize that alcohol and drug misuse and gambling addiction does occur and that such misuse has the potential to adversely affect an employee's work performance. Subject to Employer**

approval, an employee will be granted sick leave to pursue treatment that involves time away from work for participation in residential, in-patient or out-patient services.

### Article 63 Bridging of Service

**63:01** A regular employee who resigns as a result of the employee's decision to raise a dependent child or children, and is re-employed, upon written notification to the employing authority shall be credited with the length of service accumulated up to the time of resignation for the purposes of sick leave, severance and long service vacation entitlement benefits as defined in this Agreement and based on service seniority. The following conditions shall apply:

- (a) The employee must have accumulated at least four (4) years of calendar service at the time of resigning;
- (b) The resignation itself must indicate the reason for resigning;
- (c) The break in service shall be for no longer than six (6) years, and during that time the employee must not have been engaged in remunerative employment for more than three (3) months;
- (d) The employee must maintain relevant and current accreditation required of their position;
- (e) The previous length of service shall not be reinstated until successful completion of the probationary period;
- (f) Upon successful completion of the probationary period, the employee will be credited with the accumulated sick leave credits at the time of the resignation up to a maximum of twenty-six (26) days of credits.

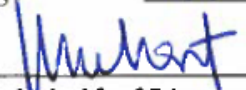
**63:02** For clarity, the Employer is not obligated to hold positions or to offer employment to an employee under this Article.

**Article 64 Loss or Damage to Personal Effects**


- 64:01** Where an employee who, in the course of carrying out their duties, suffers damage to, or loss of, eye-glasses, false teeth, a watch or other personal effects usually carried with or worn by the employee, including clothing but not including underwear, the employee shall be reimbursed at full replacement cost provided the item is lost or damaged beyond repair and proof of purchase is submitted. The employee shall be reimbursed full cost for any item purchased within three (3) months of the incident, otherwise reimbursement shall be seventy-five percent (75%) of the replacement cost.
- 64:02** All incidents of loss of, or damage to personal effects as mentioned in Article 64:01, shall be reported in writing by the employee whose personal effects are lost or damaged to the supervisor within twenty-four (24) hours of the incident.
- 64:03** Where compensation is available from an employee's personal insurance or otherwise for the loss of, or damage to personal effects as mentioned in Article 64:01, the deductible portion may be claimed.
- 64:04** Employees are responsible for any personal effects which are brought to their place of work and are not specifically required in the course of their employment; and no claim for compensation will be considered for loss or theft of or damage to personal effects or clothing other than damage to clothing that occurs as a result of an accident, normal wear and tear excepted.

IN WITNESS WHEREOF A representative of the Liquor, Gaming and Cannabis Authority of Manitoba has hereunto set their hand for, and a Staff Representative of Manitoba Government and General Employees' Union has set their hand for, and on behalf of, Manitoba Government and General Employees' Union.

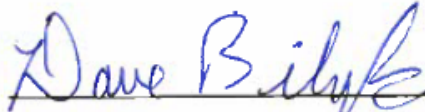
Signed this 19<sup>TH</sup> day of APRIL, 2024.

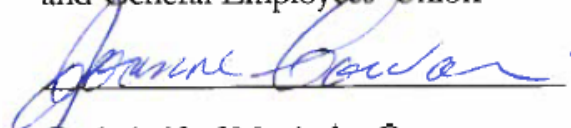
  
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On behalf of Liquor, Gaming and Cannabis Authority of Manitoba

  
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On behalf of Manitoba Government and General Employees' Union

  
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On behalf of Liquor, Gaming and Cannabis Authority of Manitoba

  
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On behalf of Manitoba Government and General Employees' Union

  
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On behalf of Manitoba Government and General Employees' Union

  
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On behalf of Manitoba Government and General Employees' Union

## Appendix “A” Exclusion from the Terms of the Agreement

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

Guidelines to be considered in negotiating exclusions shall be:

1. Positions and incumbents employed for the primary purpose of exercising executive management functions;
2. Positions and incumbents employed in a confidential capacity in matters relating to labour relations.
3. The exclusion of incumbents of new positions established by the Employer shall be determined by mutual agreement unless the position is excluded from the Agreement by a ruling of the Manitoba Labour Board.

Positions excluded from the Collective Agreement

- Executive Director and CEO
- Directors
- Executive Assistant
- Managers
- **Human Resources Assistant**
- Human Resources Associate
- Human Resources Consultant
- Human Resources Recruitment and Training Coordinator
- **Senior Human Resources Consultant**
- Supervisors
- Pay and Benefits Consultant
- Students

## Appendix “B” Casual Employees

The applicable provisions of this Agreement, with respect to Casual Employees, shall apply effective the commencement of employment.

Casual Employees shall be subject to a period of probation of twelve (12) months from the date of the commencement of employment. A casual employee who is rejected during the probation period may appeal the rejection to the Executive Director within twenty (20) working days from the date the casual employee received notice of the rejection. Should such an appeal be filed, the Executive Director shall hold a hearing to discuss the rejection with the employee. The employee has the option to have a representative present. The decision of the Executive Director shall be final for such an appeal and the decision is not arbitrable.

Management will determine whether an employee is casual in accordance with the definition of casual employee as contained herein.

1:01 The only provisions of this Agreement which apply to casual employees are as follows:

- Article 2 - Definitions
- Article 3 - Recognition
- Article 4 - Management Rights
- Article 5 - Union Security
- Article 9 - No Discrimination
- Article 10 - Harassment
- Article 11 – Civil Liability
- Article 21 – Statutory Holidays

Provisions respecting 1½ x for time worked on the listed holidays only. All other provisions in accordance with Employment Standards Act

- Article 34 – Employee File
- Article 35 - Disciplinary Action
- Article 36 - Grievance Procedure - limited to the provisions in this Article
- Article 37 - Grievance-Arbitration Procedure – limited to the provisions of this Article
- Vacation pay as per employment standards code
- Pay scale as per Auxiliary Inspector pay scale

2:01 Overtime and hours of work for casuals

- (a) Daily overtime is only payable when the employee has worked beyond the normal daily hours for that classification, i.e. seven and one-quarter ( $7\frac{1}{4}$ ) hours.
- (b) Overtime on a day of rest is only payable when an employee has worked at least five (5) days in a week, i.e. a casual employee only has two (2) "days of rest" per week;
- (c) Certain shift configurations may require working more than five (5) days per week without payment of overtime.

2:02 There is no obligation for the employing authority to offer work to a casual employee. The Employer shall determine configurations of hours of work and shifts.

2:03 A casual employee who has not worked for a period of forty-five (45) calendar days may be terminated at the sole discretion of the Employer.

Conversions

3:01 A part time or full time employee who is converted to casual is no longer covered by the provisions of the collective agreement except for those relating to casual employees.

- 3:02 A casual employee who is converted to part time or full time status must complete the service requirement as set out but receives no credit for calendar or accumulated service as a casual employee.
- 3:03 Where a part time or full time employee who has been covered by the collective agreement has been converted to casual employment and is subsequently reconverted to part time or full time employment with no break in service, the period of casual employment shall be treated as a period of leave of absence. While this does not affect the continuity of employment, the period of casual employment does not count as calendar or accumulated service for purposes of seniority or benefit determination.



### Appendix "C" Seasonal Employees

- 1:01 The applicable provisions of this Agreement, with respect to Seasonal Employees, shall apply effective the commencement of employment.
- 1:02 Management will determine whether an employee is seasonal in accordance with the definition of Seasonal Employee contained in this Agreement.
- 1:03 Employees identified as Seasonal Employees as per Article 2 – Definitions, are covered by the terms and conditions of this Collective Agreement except as varied in this Appendix. Where varied below, the following provisions will only apply.

#### Hours of Work and Overtime

- 2:01 Seasonal Employees may be required to work split shifts.
- 2:02 Seasonal employees may work varied long and short shifts, provided the hours worked do not exceed seventy-two and one-half (72.5) hours per biweekly pay period.
- 2:03 Where a Seasonal Employee is required to work hours in excess of their scheduled shift, those excess hours are to be recorded as banked regular time (1.00x) and to be taken as time off within the same biweekly pay period. In lieu of overtime, subject to operational requirements, Time off requests required approval from the employee's direct supervisor.
- 2:04 Where banked regular time cannot be taken as time off within the same biweekly period, all hours worked in excess of seventy-two and one-half (72.5) in a biweekly period will be compensated at time and one half (1.50x). Such time will normally be paid out, unless mutually agreed otherwise and as approved by the Employer.
- 2:05 Prior to the Race Season, Seasonal Employees will be advised of the race schedule.

### Vacation

- 3:01 For the purposes of this Agreement, a vacation year is the period beginning on April 1 and ending on March 31 of the next year.
- 3:02 In lieu of vacation time taken, earned vacation shall be paid biweekly as follows:
- Less than two (2) years of calendar service – 6% of regular biweekly earnings
  - After completion of two (2) years of calendar service – 8% of regular biweekly earnings
  - After completion of nine (9) years of calendar service – 10% of regular biweekly earnings
  - After completion of nineteen (19) years of calendar service – 12% of regular biweekly earnings
  - At completion of thirty-five (35) years of calendar service and again upon completing each two (2) years of succeeding service – bonus of 2% of regular biweekly earnings only applicable in the year received.

### Layoff/Call Back Procedure

- 4:01 Where a Seasonal Employee is being laid off at the end of the Race Season in accordance with their written employment agreement, no notice of layoff is required.
- 4:02 The Employer shall, within thirty (30) days after the scheduled end of a Race Season, notify Seasonal Employees whether the Employer is prepared to reappoint them for the next succeeding Race Season.
- When the Employer notifies a Seasonal Employee that it intends to reappoint them, the Seasonal Employee shall notify the Employer whether they intend to accept such reappointment no later than thirty (30) days after receiving the Employer's original notification.

Failing which, the Seasonal Employee will be deemed to have resigned their position, and the Employer shall be at liberty to appoint some other person to the position.

- 4:03 In the event of a layoff due to a shortage of work at the end of Thoroughbred or Standardbred seasons or for reasons beyond the control of the Employer, Seasonal Employees will be provided notice or pay in lieu of notice in accordance with The Employment Standards Code.

#### **Off Season Work**

- 5:01 Where off season work, including training, cannot reasonably be scheduled by the Employer to take place during the Race Season, Seasonal Employees may be required to work in the off season on a time limited basis and shall be provided reasonable advance notice by the Employer.

#### **Breathalyzer Pay**

- 6:01 A Seasonal Employee designated and authorized by the Employer to conduct breathalyzer tests on licensed horse racing participants, will receive a per diem of \$181.78.

This article may be applicable to non-seasonal employees in the event they are designated and authorized by the Employer.

**Memorandum of Agreement #1**

**between**

**Liquor, Gaming and Cannabis Authority of Manitoba**

**and**

**Manitoba Government and General Employees' Union**

**Re: Pro-Rating Factor**

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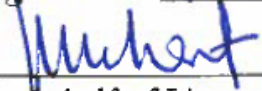
The pro-rating factor shall be the agreed method of calculating a benefit where an employee works part-time hours. Pro-rating factor shall be calculated as follows:

$$\frac{\text{Regularly Scheduled Hours in the Preceding} \\ \text{Two (2) Full Bi-weekly Pay Periods}}{145}$$

e.g. Holiday calculation:

- (i) Holiday shall be deemed to fall in the third full bi-weekly pay period.
- (ii) Calculate regularly scheduled hours in the preceding two (2) full bi-weekly pay periods.
- (iii) Divide number arrived at in (ii) by 145.
- (iv) Multiply seven and one-quarter ( $7 \frac{1}{4}$ ) hours times the pro-rating factor arrived at in (iii) to determine the employee's entitlement.

Signed this 19<sup>TH</sup> day of APRIL, 2024.

  
On behalf of Liquor, Gaming and Cannabis  
Authority of Manitoba

  
On behalf of Manitoba Government  
and General Employees' Union

**Memorandum of Agreement #2**

**between**

**Liquor, Gaming and Cannabis Authority of Manitoba**

**and**

**Manitoba Government and General Employees' Union**

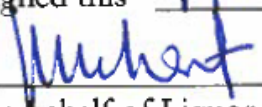
**Re: Employment Equity**


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The parties acknowledge and endorse the principle of Employment Equity. The four designated groups are Women, Indigenous Peoples, Persons with a Disability and Visible Minorities. Should these groups change, this Memorandum will be amended accordingly. In factoring Employment Equity into the Recruitment and Appointment process, the following principles shall apply:

1. Employment Equity shall be applied as a factor in competitions for which there is inadequate representation of one or more of the four underrepresented groups for which there is a bone fide organizational need.
2. The weighting afforded Employment Equity shall be no greater than that applied to the highest weighted criterion.
3. The rating applied to Equity candidates shall be the same as that applied to the “meets standard” rating for the essential selection criteria.
4. Employment Equity candidates must be qualified in all other essential selection criteria.
5. The rating for Employment Equity shall be applied only once in the selection process.

Signed this 19<sup>TH</sup> day of APRIL, 2024.

  
On behalf of Liquor, Gaming and Cannabis  
Authority of Manitoba

  
On behalf of Manitoba Government  
and General Employees' Union

**Memorandum of Agreement #3****between****Liquor, Gaming and Cannabis Authority of Manitoba****and****Manitoba Government and General Employees' Union****Re: Health Spending Account**

---


The Employer agrees to continue to provide a Health Spending Account for permanent full and part-time employees within the following parameters:


- The Health Spending Account (HSA) is applicable to claims for allowable expenses (as determined by the account plan) incurred during the plan year. The plan year runs from January 1st to December 31st.
- Effective **the first day of the biweekly period following the date of signing of this Collective Agreement**, and applicable to permanent full and part-time employees **as per the terms and conditions of the plan**, maximum claims shall be increased to nine hundred **and fifty dollars (\$950.00)**/year per full-time employee and **four hundred and seventy-five dollars (\$475.00)**/year per part-time employee.
- There is no carryover of HSA dollars from one (1) year to the next, but an employee can carry forward claims for up to one (1) year, i.e. a full-time employee had one-hundred fifty dollars (\$150.00) in claims in the first year. The employee can claim the one-hundred twenty dollars (\$120.00) and carry forward the additional thirty dollars (\$30.00) in claims for up to one (1) year.
- Employees can apply for reimbursement once claims total one-hundred dollars (\$100.00) for full-time employees and sixty dollars (\$60.00) for part-time employees (i.e. the “trigger point”).
- If your claims have been submitted and do not exceed the one hundred dollars (\$100) or sixty dollars (\$60.00) in eligible expenses, your eligible balance will be paid out at the end of the run off period (ninety [90] days

following the end of the calendar year). Any prior years credits remaining after the run off period will be forfeited.

- Reimbursement for claims is once every two (2) months.
- An employee must file a claim.
- Employees are to receive annual statements.
- The plan shall use Canada Revenue Agency's definition of dependent (i.e. an employee can pay HSA eligible expenses for anyone for whom they can claim a tax deduction).
- Plan coverage and administration is to be determined by the Employer.

Signed this 19<sup>TH</sup> day of APRIL, 2024.

  
On behalf of Liquor, Gaming and Cannabis  
Authority of Manitoba

  
On behalf of Manitoba Government  
and General Employees' Union

**Memorandum of Agreement #4**

**between**

**Liquor, Gaming and Cannabis Authority of Manitoba**

**and**

**Manitoba Government and General Employees' Union**

**Re: Full time Employees Retiree Health Care Spending Account**


---


The Employer agrees to provide a Retiree Health Care Spending Account in the amount of five hundred dollars (\$500.00) per benefit year for those full time legacy MLCC employees transitioned to LGA on April 1st 2014, who retire in accordance with the Civil Service Superannuation Act on or after the date of signing.

Bilyk, David  
Dumont, Bruce  
Guay, Keith  
Kreutzer, Lori  
Marrese, Rebecca  
Miller, Shannon

Turner, Natalie  
Basset, Kathy  
Boulet, Lurdes  
Mellum, Lisa  
O'Reilly, Elaine  
Salway, Monica

Signed this 19<sup>TH</sup> day of APRIL, 2024.

  
On behalf of Liquor, Gaming and Cannabis  
Authority of Manitoba

  
On behalf of Manitoba Government  
and General Employees' Union



**Memorandum of Agreement #5**

**between**

**Liquor, Gaming and Cannabis Authority of Manitoba**

**and**

**Manitoba Government and General Employees' Union**

**Re: Employer Vehicles - Personal Use Rates**

---

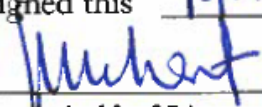
It is hereby agreed and understood that the current personal use charge and mileage allowance shall be:


Biweekly rate (effective date of signing) - **\$52.71**

Annual Mileage Allowance:

- The annual personal mileage allowance shall be 11,000 kilometres for each year during the life of the agreement.
- Surcharge rate for mileage in excess of above mileage allowance shall be the same rate as paid by the Employer to employees who use their personal vehicles for business purposes and as may be amended from time to time.

Signed this 19<sup>TH</sup> day of APRIL, 2024.

  
On behalf of Liquor, Gaming and Cannabis  
Authority of Manitoba

  
On behalf of Manitoba Government  
and General Employees' Union

**Memorandum of Agreement #6**

**between**

**Liquor, Gaming and Cannabis Authority of Manitoba**

**and**

**Manitoba Government and General Employees' Union**

**Re: Voluntary Reduced Work Week Program**


---

The Union agrees to provide a letter, outside the Collective Agreement, regarding the Voluntary Reduced Work Week Program. The contents of this letter will be consistent with that of the letter from the Union to the Province under the Government Employees' Master Agreement.

Signed this 19<sup>TH</sup> day of APRIL, 2024.



On behalf of Liquor, Gaming and Cannabis  
Authority of Manitoba



On behalf of Manitoba Government  
and General Employees' Union

**Memorandum of Agreement #7**

**between**

**Liquor, Gaming and Cannabis Authority of Manitoba**

**and**

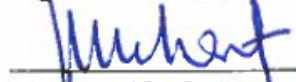
**Manitoba Government and General Employees' Union**

**Re: Long Term Disability Income Plan**

---

The carrier and terms for basic coverage under the Long-term Disability Income Plan can be found on the Employer's Intranet.

Signed this 19<sup>th</sup> day of APRIL, 2024.



On behalf of Liquor, Gaming and Cannabis  
Authority of Manitoba



On behalf of Manitoba Government  
and General Employees' Union

**Memorandum of Agreement #8**

**between**

**Liquor, Gaming and Cannabis Authority of Manitoba**

**and**

**Manitoba Government and General Employees' Union**

**Re: Severance for former MLCC Employees**

---

For the employees listed below, the following shall apply should they retire in accordance with The Civil Service Superannuation Act following a period of employment contiguous with the date of the signing of this Memorandum (understood to include any approved leave of absence).

An employee whose services are terminated as a result of retirement in accordance with the Civil Service Superannuation Act, medical disability, permanent layoff, or death, shall receive retirement/termination allowance in the amount of one (1) week's pay at **their** then current salary for each complete year of continuous employment, up to a maximum of twenty-five (25) weeks.

Bilyk, David

Turner, Natalie

Dumont, Bruce

Basset, Kathy

Guay, Keith

Boulet, Lurdes

Kreutzer, Lori

Mellum, Lisa

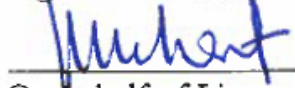
Marrese, Rebecca

O'Reilly, Elaine

Miller, Shannon

Salway, Monica

Signed this 19<sup>TH</sup> day of APRIL, 2024.



On behalf of Liquor, Gaming and Cannabis Authority of Manitoba

On behalf of Manitoba Government and General Employees' Union

**Memorandum of Agreement #9**

**between**

**Liquor, Gaming and Cannabis Authority of Manitoba**

**and**

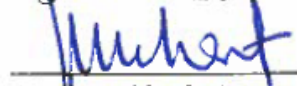
**Manitoba Government and General Employees' Union**

**Re: Pharmaceutical Drug Coverage - Legacy MLCC Employees**

---

The parties agree to establish additional pharmaceutical drug coverage for the transitioned legacy MLCC employees. The amount shall be sufficient to provide for the difference between the Group Health Plan Coverage and the individual employee's Pharmacare deductible. Premiums for this benefit shall continue to be paid by the Employer and participating eligible employees in the previous ratio of 85% / 15% respectively. The Employer agrees to remit and deduct such premiums to the carrier. The plan shall be administered in accordance with the terms and co

Signed this 19<sup>TH</sup> day of APRIL, 2024.



On behalf of Liquor, Gaming and Cannabis  
Authority of Manitoba



On behalf of Manitoba Government  
and General Employees' Union

nditions of the carrier.

**Memorandum of Agreement #10****between****Liquor, Gaming and Cannabis Authority of Manitoba****and****Manitoba Government and General Employees' Union****Re: Flexible Hours Guidelines**

---


The policy regarding flexible hours for “office” employees shall apply for the duration of this Agreement and is attached for informational purposes only. The Employer may, subject to operational requirements and the approval of the Executive Director, determine the most suitable arrangements of hours of work for “office” employees in accordance with the following guidelines:

- (a) the office must remain open during the hours 8:30 a.m. to 4:30 p.m. to provide service to the public;
- (b) variations in employees’ hours of work may occur as a result of staggered starting or finishing times or an alteration in the time allowed for lunch;
- (c) the earliest starting time is 7:00 a.m., the latest finishing time is 5:00 p.m. and the minimum allowable lunch period is thirty (30) minutes;
- (d) varied starting or finishing times must comprise a minimum of thirty (30) minutes prior to or after established office hours;
- (e) service to the public must not be downgraded by the change in hours;
- (f) employees must work a regular workday of seven and one-quarter (7.25) consecutive hours which includes rest periods but excludes

meal periods. Employees must work seventy-two and one half (72.5) hours in the regular biweekly period;

- (g) all employees must be present at work during a core period of 9:00 a.m. to 3:00 p.m., less lunch periods;
- (h) the normal work week continues to be Monday to Friday inclusive.

Signed this 19<sup>TH</sup> day of APRIL, 2024.

  
\_\_\_\_\_  
On behalf of Liquor, Gaming and Cannabis  
Authority of Manitoba

  
\_\_\_\_\_  
On behalf of Manitoba Government  
and General Employees' Union

**Memorandum of Agreement #11**

**between**

**Liquor, Gaming and Cannabis Authority of Manitoba**

**and**

**Manitoba Government and General Employees' Union**

**Re: Severance for former Manitoba Horse Racing Commission (MHRC)  
Employees**

---

For employees listed below, the following shall apply:

An employee who has worked for the MHRC and LGCA and has achieved a minimum of ten (10) years of accumulated service, and who is at least fifty-five (55) years of age, whose services are terminated as a result of retirement in accordance with the Civil Service Superannuation Act, medical disability, permanent layoff, or death, shall receive retirement/termination allowance in the amount of one (1) week's pay at their current salary for each complete year of accumulated service.

A part-time employee shall be entitled to an equivalent severance pay on a prorated basis, to reflect the equivalent full-time accumulated service.

The Employer shall have the option to pay the allowance by twelve (12) equal consecutive monthly installments commencing on the first day of the second month following retirement and continuing on the first day of each month thereafter until fully paid.

An employee who is not notified within the time set out in Appendix C – Seasonal Employees, Article 4:02 (Layoff/Call Back Procedure) that the Employer is prepared to reappoint them for the next succeeding Race Season, shall be deemed to have been permanently laid-off for the purposes of this Memorandum.



As at the date of signing of this Memorandum, accumulated service for the employees listed below is as follows and has been calculated in accordance with the formula previously agreed to as part of the Employee Transition Agreement for MHRC employees between the parties.


Following the date of signing, years of service shall be calculated in accordance with Article 18 (Seniority of this Collective Agreement).

Employee	Start Date	Accumulated Service
Grant Buckowski	April 27, 2013	5.5
Charlie Janaway	July 2, 2022	1

Signed this 19<sup>TH</sup> day of APRIL, 2024.



On behalf of Liquor, Gaming and Cannabis Authority of Manitoba



On behalf of Manitoba Government and General Employees' Union

Memorandum of Understanding #1

between

Liquor, Gaming and Cannabis Authority of Manitoba

and

Manitoba Government and General Employees' Union

Re: Rate of Pay for former Manitoba Horse Racing Commission (MHRC) Appendix "B" Classification


Former MHRC Seasonal Employees listed below, who return by way of call back for the 2024 Race Season, shall be "green circled" at their former MHRC pay scale Appendix "B" Classification for the term of the 2023-2027 LGCA Collective Agreement, and will receive any increases and adjustments as applicable to the former MHRC pay scales, including advancement through the Appendix "B" pay scale based on seasons worked (Article 15 – Merit Increase does not apply). Specifically, this includes the GWI and Retention Adjustments.


Seasonal Employees covered by this MOU shall be paid in accordance with Article 14 – Pay and will receive the biweekly rate for their pay scale based on seventy-two and one-half (72.5) hours. Seasonal Employees under this MOU shall be paid for all regular hours worked at a rate determined by dividing the biweekly rate for the classification by seventy-two and one-half (72.5).

For clarity, all other provisions applicable to Seasonal Employees not excluded under this MOU shall continue to apply.

Grant Buckowski – Appendix "B" Charlie Janaway – Appendix "B"

Signed this 19<sup>TH</sup> day of APRIL, 2024.

  
On behalf of Liquor, Gaming and Cannabis Authority of Manitoba

  
On behalf of Manitoba Government and General Employees' Union

Memorandum of Understanding #2

between

Liquor, Gaming and Cannabis Authority of Manitoba

and

Manitoba Government and General Employees' Union

Re: Application of new 2.5% Retention (Maximum) Step and One-Time Automatic Step Progression to Green Circled Employees

---

Effective October 7, 2023, a new 2.5% Retention (maximum) Step will be added to each salary schedule, including those that are “Green Circled”.

Effective October 7, 2023, all active employees as at October 7, 2023 will receive a one-time only automatic step progression, including those that are “Green Circled”. This one-time only automatic step progression is not subject to Article 15 – Merit Increase. Anniversary dates will not change.

Application to “Green Circled” Employees

The Parties agree that, at the expiry of this Collective Agreement on March 19, 2027, any remaining “Green Circled” employees will be “Red Circled”. For clarity, red circling means an employee’s rate of pay as at March 19, 2027 would be frozen and they are not eligible for any further increases of any kind, including GWI or Merit Increases, until such time that the LGCA Pay Band catches up and they are slotted in at the equivalent rate.

For reference, the following employees are “Green Circled”:

“Green Circled” Pay Scale

Andrew McLennan	Information Technologist 1
Lisa Hansen	Researcher 2
Manuel Caguioa	Inspector 3

Rajwayne Williams

Inspector 3

Grant Buckowski

Appendix "B" (MHRC)

Charlie Janaway

Appendix "B" (MHRC)

Signed this 19<sup>TH</sup> day of APRIL, 2024.



On behalf of Liquor, Gaming and Cannabis  
Authority of Manitoba



On behalf of Manitoba Government  
and General Employees' Union

Letter of Understanding #1

between

Liquor, Gaming and Cannabis Authority of Manitoba

and

Manitoba Government and General Employees' Union

Re: Horse Racing Operations


---


The parties agree to meet within thirty (30) days following the end of the 2024 Race Season, or earlier by mutual agreement, to review the operations of the season.

The review committee shall be made up of two (2) representatives from each of the Union and the Employer, subject to mutual agreement otherwise. Such review shall consider issues such as, but not limited to, recruitment and retention, hours of work, and rescheduling.

The committee may make joint recommendations to senior management as may be necessary. Any such recommendations shall be considered by the Employer and applied, where deemed necessary, at the sole discretion of the Employer.

Signed this 19<sup>TH</sup> day of APRIL, 2024.

  
On behalf of Liquor, Gaming and Cannabis  
Authority of Manitoba

  
On behalf of Manitoba Government  
and General Employees' Union

Letter of Understanding #2

between

Liquor, Gaming and Cannabis Authority of Manitoba

and


Manitoba Government and General Employees' Union


Re: Veterinarian

---

The Employer may find it necessary to engage a clinic or clinics to furnish veterinarian services as required due to recruitment difficulties and may exercise this option in the event it cannot attract a veterinarian meeting a minimum of Province of Manitoba Veterinarian 2 qualifications.

Signed this 19<sup>TH</sup> day of APRIL, 2024.

  
On behalf of Liquor, Gaming and Cannabis  
Authority of Manitoba

  
On behalf of Manitoba Government  
and General Employees' Union

## Salary Schedule

MARCH 25, 2023 TO MARCH 22, 2024 (2.50% GWI)								
<i>The new max step for all classifications is not available until Oct 7, 2023</i>								
Pay Grade		Step 1	Step 2	Step 3	Step 4	Step 5	Step 6	Step 7
1	Annual	39,169	40,871	42,592	44,294	46,016	47,756	<b>48,947</b>
	Bi-Weekly	1,501.48	1,566.73	1,632.70	1,697.95	1,763.93	1,830.63	<b>1,876.30</b>
	Hourly	20.71	21.61	22.52	23.42	24.33	25.25	<b>25.88</b>
2	Annual	43,462	45,259	47,018	48,701	50,403	52,162	<b>53,467</b>
	Bi-Weekly	1,666.05	1,734.93	1,802.35	1,866.88	1,932.13	1,999.55	<b>2,049.58</b>
	Hourly	22.98	23.93	24.86	25.75	26.65	27.58	<b>28.27</b>
3	Annual	47,850	49,741	51,671	53,581	55,529	57,401	<b>58,839</b>
	Bi-Weekly	1,834.25	1,906.75	1,980.70	2,053.93	2,128.60	2,200.38	<b>2,255.48</b>
	Hourly	25.30	26.30	27.32	28.33	29.36	30.35	<b>31.11</b>
4	Annual	50,725	52,635	54,564	56,474	58,385	60,314	<b>61,827</b>
	Bi-Weekly	1,944.45	2,017.68	2,091.63	2,164.85	2,238.08	2,312.03	<b>2,370.03</b>
	Hourly	26.82	27.83	28.85	29.86	30.87	31.89	<b>32.69</b>
5	Annual	53,600	55,642	57,647	59,709	61,751	63,794	<b>65,383</b>
	Bi-Weekly	2,054.65	2,132.95	2,209.80	2,288.83	2,367.13	2,445.43	<b>2,506.33</b>
	Hourly	28.34	29.42	30.48	31.57	32.65	33.73	<b>34.57</b>
6	Annual	58,706	60,957	63,151	65,383	67,614	69,846	<b>71,586</b>
	Bi-Weekly	2,250.40	2,336.68	2,420.78	2,506.33	2,591.88	2,677.43	<b>2,744.13</b>
	Hourly	31.04	32.23	33.39	34.57	35.75	36.93	<b>37.85</b>
7	Annual	62,035	64,286	66,498	68,749	71,000	73,194	<b>75,028</b>
	Bi-Weekly	2,378.00	2,464.28	2,549.10	2,635.38	2,721.65	2,805.75	<b>2,876.08</b>
	Hourly	32.80	33.99	35.16	36.35	37.54	38.70	<b>39.67</b>
8	Annual	65,401	67,766	70,092	72,437	74,801	77,165	<b>79,094</b>
	Bi-Weekly	2,507.05	2,597.68	2,686.85	2,776.75	2,867.38	2,958.00	<b>3,031.95</b>
	Hourly	34.58	35.83	37.06	38.30	39.55	40.80	<b>41.82</b>

9	Annual	73,610	76,277	78,962	81,591	84,258	86,887	<b>89,062</b>	
	Bi-Weekly	2,821.70	2,923.93	3,026.88	3,127.65	3,229.88	3,330.65	<b>3,414.03</b>	
	Hourly	38.92	40.33	41.75	43.14	44.55	45.94	<b>47.09</b>	
10	Annual	77,619	80,400	83,199	85,998	88,816	91,596	<b>93,885</b>	
	Bi-Weekly	2,975.40	3,081.98	3,189.28	3,296.58	3,404.60	3,511.18	<b>3,598.90</b>	
	Hourly	41.04	42.51	43.99	45.47	46.96	48.43	<b>49.64</b>	
11	Annual	84,598	87,662	90,688	93,733	96,778	99,842	<b>102,339</b>	
	Bi-Weekly	3,242.93	3,360.38	3,476.38	3,593.10	3,709.83	3,827.28	<b>3,922.98</b>	
	Hourly	44.73	46.35	47.95	49.56	51.17	52.79	<b>54.11</b>	
<b>CASUAL PAY PLAN</b>									
		<b>Step 1</b>	<b>Step 2</b>	<b>Step 3</b>	<b>Step 4</b>	<b>Step 5</b>			
Casual: Auxilliary Inspector	Annual	34,233	35,840	37,732	39,604	<b>40,587</b>			
	Bi-Weekly	1,312.25	1,373.88	1,446.38	1,518.15	<b>1,555.85</b>			
	Hourly	18.10	18.95	19.95	20.94	<b>21.46</b>			



## GREEN CIRCLED

		Step 1	Step 2	Step 3	Step 4	Step 5	Step 6	Step 7	Step 8	Step 9
Inspector 3	Annual	62,262	64,513	66,896	69,335	72,116	74,953	77,752	79,700	
	Bi-Weekly	2,386.70	2,472.98	2,564.33	2,657.85	2,764.43	2,873.18	2,980.48	3,055.15	
	Hourly	32.92	34.11	35.37	36.66	38.13	39.63	41.11	42.14	
Information Technologist 1	Annual	66,044	68,484	71,000	73,591	76,333	79,340	82,367	85,487	87,624
	Bi-Weekly	2,531.70	2,625.23	2,721.65	2,820.98	2,926.10	3,041.38	3,157.38	3,277.00	3,358.93
	Hourly	34.92	36.21	37.54	38.91	40.36	41.95	43.55	45.20	46.33
Clerk 3	Annual	44,767	45,883	47,188	48,531	49,798	51,311	52,862	54,432	55,794
	Bi-Weekly	1,716.08	1,758.85	1,808.88	1,860.35	1,908.93	1,966.93	2,026.38	2,086.55	2,138.75
	Hourly	23.67	24.26	24.95	25.66	26.33	27.13	27.95	28.78	29.50
Researcher 2	Annual	64,513	67,255	69,846	72,380	75,198	78,187	81,194	83,218	
	Bi-Weekly	2,472.98	2,578.10	2,677.43	2,774.58	2,882.60	2,997.15	3,112.43	3,190.00	
	Hourly	34.11	35.56	36.93	38.27	39.76	41.34	42.93	44.00	
		0-3 Seasons	4-5 Seasons	5-6 Seasons	7+ Seasons					
Judges / Stewards	Annual	88,959	93,922	99,331	101,809					
	Bi-Weekly	3,410.40	3,600.35	3,807.70	3,902.68					
	Hourly	47.04	49.66	52.52	53.83					
<b>FROM THE PROVINCE OF MANITOBA - GOVERNMENT EMPLOYEE'S MASTER AGREEMENT. FOR REFERENCE PURPOSES ONLY</b>										
		Step 1	Step 2	Step 3	Step 4	Step 5	Step 6	Step 7	Long Service	
Vet Medical Officer 2	Annual	92,348	95,938	99,715	103,513	107,896	112,404	115,221	117,517	
	Bi-Weekly (80 hours)	3,540.00	3,677.60	3,822.40	3,968.00	4,136.00	4,308.80	4,416.80	4,504.80	
	Hourly	44.25	45.97	47.78	49.60	51.70	53.86	55.21	56.31	

MARCH 23, 2024 TO MARCH 21, 2025 (2.75% GWI)

Pay Grade		Step 1	Step 2	Step 3	Step 4	Step 5	Step 6	Step 7		
1	Annual	40,247	41,987	43,765	45,505	47,283	49,061	50,290		
	Bi-Weekly	1,542.80	1,609.50	1,677.65	1,744.35	1,812.50	1,880.65	1,927.78		
	Hourly	21.28	22.20	23.14	24.06	25.00	25.94	26.59		
2	Annual	44,654	46,507	48,304	50,044	51,784	53,600	54,943		
	Bi-Weekly	1,711.73	1,782.78	1,851.65	1,918.35	1,985.05	2,054.65	2,106.13		
	Hourly	23.61	24.59	25.54	26.46	27.38	28.34	29.05		
3	Annual	49,174	51,103	53,089	55,056	57,061	58,971	60,465		
	Bi-Weekly	1,885.00	1,958.95	2,035.08	2,110.48	2,187.33	2,260.55	2,317.83		
	Hourly	26.00	27.02	28.07	29.11	30.17	31.18	31.97		
4	Annual	52,124	54,091	56,058	58,025	59,992	61,978	63,529		
	Bi-Weekly	1,998.10	2,073.50	2,148.90	2,224.30	2,299.70	2,375.83	2,435.28		
	Hourly	27.56	28.60	29.64	30.68	31.72	32.77	33.59		
5	Annual	55,075	57,174	59,236	61,354	63,453	65,553	67,179		
	Bi-Weekly	2,111.20	2,191.68	2,270.70	2,351.90	2,432.38	2,512.85	2,575.20		
	Hourly	29.12	30.23	31.32	32.44	33.55	34.66	35.52		
6	Annual	60,314	62,640	64,891	67,179	69,468	71,775	73,553		
	Bi-Weekly	2,312.03	2,401.20	2,487.48	2,575.20	2,662.93	2,751.38	2,819.53		
	Hourly	31.89	33.12	34.31	35.52	36.73	37.95	38.89		
7	Annual	63,737	66,044	68,333	70,640	72,948	75,198	77,090		
	Bi-Weekly	2,443.25	2,531.70	2,619.43	2,707.88	2,796.33	2,882.60	2,955.10		
	Hourly	33.70	34.92	36.13	37.35	38.57	39.76	40.76		
8	Annual	67,198	69,638	72,021	74,423	76,863	79,284	81,270		
	Bi-Weekly	2,575.93	2,669.45	2,760.80	2,852.88	2,946.40	3,039.20	3,115.33		
	Hourly	35.53	36.82	38.08	39.35	40.64	41.92	42.97		
9	Annual	75,634	78,376	81,137	83,842	86,584	89,270	91,501		
	Bi-Weekly	2,899.28	3,004.40	3,110.25	3,213.93	3,319.05	3,422.00	3,507.55		
	Hourly	39.99	41.44	42.90	44.33	45.78	47.20	48.38		
10	Annual	79,757	82,612	85,487	88,362	91,256	94,111	96,476		
	Bi-Weekly	3,057.33	3,166.80	3,277.00	3,387.20	3,498.13	3,607.60	3,698.23		
	Hourly	42.17	43.68	45.20	46.72	48.25	49.76	51.01		
11	Annual	86,924	90,064	93,185	96,305	99,445	102,585	105,157		
	Bi-Weekly	3,332.10	3,452.45	3,572.08	3,691.70	3,812.05	3,932.40	4,031.00		
	Hourly	45.96	47.62	49.27	50.92	52.58	54.24	55.60		

**CASUAL PAY PLAN**

		Step 1	Step 2	Step 3	Step 4	Step 5				
Casual: Auxilliary Inspector	Annual	35,178	36,824	38,772	40,701	41,703				
	Bi-Weekly	1,348.50	1,411.58	1,486.25	1,560.20	1,598.63				
	Hourly	18.60	19.47	20.50	21.52	22.05				

**GREEN CIRCLED**

		Step 1	Step 2	Step 3	Step 4	Step 5	Step 6	Step 7	Step 8	Step 9
Inspector 3	Annual	63,983	66,290	68,730	71,246	74,101	77,014	79,889	81,894	
	Bi-Weekly	2,452.68	2,541.13	2,634.65	2,731.08	2,840.55	2,952.20	3,062.40	3,139.25	
	Hourly	33.83	35.05	36.34	37.67	39.18	40.72	42.24	43.30	
Information Technologist 1	Annual	67,860	70,376	72,948	75,614	78,433	81,515	84,636	87,832	90,026
	Bi-Weekly	2,601.30	2,697.73	2,796.33	2,898.55	3,006.58	3,124.75	3,244.38	3,366.90	3,451.00
	Hourly	35.88	37.21	38.57	39.98	41.47	43.10	44.75	46.44	47.60
Clerk 3	Annual	45,997	47,150	48,493	49,874	51,160	52,730	54,318	55,926	57,326
	Bi-Weekly	1,763.20	1,807.43	1,858.90	1,911.83	1,961.13	2,021.30	2,082.20	2,143.83	2,197.48
	Hourly	24.32	24.93	25.64	26.37	27.05	27.88	28.72	29.57	30.31
Researcher 2	Annual	66,290	69,108	71,775	74,366	77,260	80,343	83,426	85,506	
	Bi-Weekly	2,541.13	2,649.15	2,751.38	2,850.70	2,961.63	3,079.80	3,197.98	3,277.73	
	Hourly	35.05	36.54	37.95	39.32	40.85	42.48	44.11	45.21	
		<b>0-3 Seasons</b>	<b>4-5 Seasons</b>	<b>5-6 Seasons</b>	<b>7+ Seasons</b>					
Judges / Stewards	Annual	91,407	96,514	102,055	104,608					
	Bi-Weekly	3,503.93	3,699.68	3,912.10	4,009.98					
	Hourly	48.33	51.03	53.96	55.31					

**FROM THE PROVINCE OF MANITOBA - GOVERNMENT EMPLOYEE'S MASTER AGREEMENT. FOR REFERENCE PURPOSES ONLY**

		Step 1	Step 2	Step 3	Step 4	Step 5	Step 6	Step 7	Long Service	25 YR Long Service
Vet Medical Officer 2	Annual	94,894	98,567	102,449	106,351	110,859	115,492	118,393	120,752	123,172
	Bi-Weekly (80 hours)	3,637.60	3,778.40	3,927.20	4,076.80	4,249.60	4,427.20	4,538.40	4,628.80	4,721.60
	Hourly	45.47	47.23	49.09	50.96	53.12	55.34	56.73	57.86	59.02

MARCH 22, 2025 TO MARCH 20, 2026 (3.00% GWI)

Pay Grade		Step 1	Step 2	Step 3	Step 4	Step 5	Step 6	Step 7		
1	Annual	41,457	43,254	45,070	46,867	48,701	50,536	51,803		
	Bi-Weekly	1,589.20	1,658.08	1,727.68	1,796.55	1,866.88	1,937.20	1,985.78		
	Hourly	21.92	22.87	23.83	24.78	25.75	26.72	27.39		
2	Annual	45,997	47,907	49,760	51,538	53,335	55,207	56,588		
	Bi-Weekly	1,763.20	1,836.43	1,907.48	1,975.63	2,044.50	2,116.28	2,169.20		
	Hourly	24.32	25.33	26.31	27.25	28.20	29.19	29.92		
3	Annual	50,649	52,635	54,678	56,701	58,782	60,749	62,281		
	Bi-Weekly	1,941.55	2,017.68	2,095.98	2,173.55	2,253.30	2,328.70	2,387.43		
	Hourly	26.78	27.83	28.91	29.98	31.08	32.12	32.93		
4	Annual	53,694	55,718	57,742	59,765	61,789	63,832	65,439		
	Bi-Weekly	2,058.28	2,135.85	2,213.43	2,291.00	2,368.58	2,446.88	2,508.50		
	Hourly	28.39	29.46	30.53	31.60	32.67	33.75	34.60		
5	Annual	56,720	58,895	61,014	63,189	65,364	67,520	69,203		
	Bi-Weekly	2,174.28	2,257.65	2,338.85	2,422.23	2,505.60	2,588.25	2,652.78		
	Hourly	29.99	31.14	32.26	33.41	34.56	35.70	36.59		
6	Annual	62,130	64,513	66,839	69,203	71,548	73,931	75,766		
	Bi-Weekly	2,381.63	2,472.98	2,562.15	2,652.78	2,742.68	2,834.03	2,904.35		
	Hourly	32.85	34.11	35.34	36.59	37.83	39.09	40.06		
7	Annual	65,647	68,030	70,376	72,759	75,142	77,449	79,397		
	Bi-Weekly	2,516.48	2,607.83	2,697.73	2,789.08	2,880.43	2,968.88	3,043.55		
	Hourly	34.71	35.97	37.21	38.47	39.73	40.95	41.98		
8	Annual	69,222	71,718	74,177	76,655	79,170	81,667	83,709		
	Bi-Weekly	2,653.50	2,749.20	2,843.45	2,938.43	3,034.85	3,130.55	3,208.85		
	Hourly	36.60	37.92	39.22	40.53	41.86	43.18	44.26		
9	Annual	77,903	80,721	83,577	86,357	89,175	91,955	94,244		
	Bi-Weekly	2,986.28	3,094.30	3,203.78	3,310.35	3,418.38	3,524.95	3,612.68		
	Hourly	41.19	42.68	44.19	45.66	47.15	48.62	49.83		
10	Annual	82,158	85,090	88,059	91,010	93,998	96,930	99,369		
	Bi-Weekly	3,149.40	3,261.78	3,375.60	3,488.70	3,603.25	3,715.63	3,809.15		
	Hourly	43.44	44.99	46.56	48.12	49.70	51.25	52.54		
11	Annual	89,534	92,769	95,984	99,199	102,433	105,667	108,315		
	Bi-Weekly	3,432.15	3,556.13	3,679.38	3,802.63	3,926.60	4,050.58	4,152.08		
	Hourly	47.34	49.05	50.75	52.45	54.16	55.87	57.27		

**CASUAL PAY PLAN**

		Step 1	Step 2	Step 3	Step 4	Step 5				
Casual: Auxilliary Inspector	Annual	36,237	37,921	39,944	41,930	42,952				
	Bi-Weekly	1,389.10	1,453.63	1,531.20	1,607.33	1,646.48				
	Hourly	19.16	20.05	21.12	22.17	22.71				

**GREEN CIRCLED**

		Step 1	Step 2	Step 3	Step 4	Step 5	Step 6	Step 7	Step 8	Step 9
Inspector 3	Annual	65,893	68,276	70,792	73,383	76,333	79,321	82,291	84,352	
	Bi-Weekly	2,525.90	2,617.25	2,713.68	2,813.00	2,926.10	3,040.65	3,154.48	3,233.50	
	Hourly	34.84	36.10	37.43	38.80	40.36	41.94	43.51	44.60	
Information Technologist 1	Annual	69,903	72,494	75,142	77,884	80,778	83,955	87,170	90,461	92,731
	Bi-Weekly	2,679.60	2,778.93	2,880.43	2,985.55	3,096.48	3,218.28	3,341.53	3,467.68	3,554.68
	Hourly	36.96	38.33	39.73	41.18	42.71	44.39	46.09	47.83	49.03
Clerk 3	Annual	47,377	48,569	49,950	51,368	52,692	54,318	55,945	57,609	59,047
	Bi-Weekly	1,816.13	1,861.80	1,914.73	1,969.10	2,019.85	2,082.20	2,144.55	2,208.35	2,263.45
	Hourly	25.05	25.68	26.41	27.16	27.86	28.72	29.58	30.46	31.22
Researcher 2	Annual	68,276	71,189	73,931	76,598	79,586	82,745	85,922	88,078	
	Bi-Weekly	2,617.25	2,728.90	2,834.03	2,936.25	3,050.80	3,171.88	3,293.68	3,376.33	
	Hourly	36.10	37.64	39.09	40.50	42.08	43.75	45.43	46.57	
		<b>0-3 Seasons</b>	<b>4-5 Seasons</b>	<b>5-6 Seasons</b>	<b>7+ Seasons</b>					
Judges / Stewards	Annual	94,149	99,407	105,119	107,748					
	Bi-Weekly	3,609.05	3,810.60	4,029.55	4,130.33					
	Hourly	49.78	52.56	55.58	56.97					

**FROM THE PROVINCE OF MANITOBA - GOVERNMENT EMPLOYEE'S MASTER AGREEMENT. FOR REFERENCE PURPOSES ONLY**

		Step 1	Step 2	Step 3	Step 4	Step 5	Step 6	Step 7	Long Service	25 YR Long Service
Vet Medical Officer 2	Annual	97,732	101,531	105,517	109,545	114,178	118,957	121,941	124,383	126,866
	Bi-Weekly (80 hours)	3,746.40	3,892.00	4,044.80	4,199.20	4,376.80	4,560.00	4,674.40	4,768.00	4,863.20
	Hourly	46.83	48.65	50.56	52.49	54.71	57.00	58.43	59.60	60.79

MARCH 21, 2026 TO MARCH 19, 2027 (3.00% GWI)

Pay Grade		Step 1	Step 2	Step 3	Step 4	Step 5	Step 6	Step 7		
1	Annual	42,706	44,559	46,413	48,266	50,157	52,049	53,354		
	Bi-Weekly	1,637.05	1,708.10	1,779.15	1,850.20	1,922.70	1,995.20	2,045.23		
	Hourly	22.58	23.56	24.54	25.52	26.52	27.52	28.21		
2	Annual	47,377	49,344	51,254	53,089	54,943	56,872	58,290		
	Bi-Weekly	1,816.13	1,891.53	1,964.75	2,035.08	2,106.13	2,180.08	2,234.45		
	Hourly	25.05	26.09	27.10	28.07	29.05	30.07	30.82		
3	Annual	52,162	54,205	56,323	58,404	60,541	62,564	64,153		
	Bi-Weekly	1,999.55	2,077.85	2,159.05	2,238.80	2,320.73	2,398.30	2,459.20		
	Hourly	27.58	28.66	29.78	30.88	32.01	33.08	33.92		
4	Annual	55,302	57,382	59,482	61,562	63,643	65,742	67,406		
	Bi-Weekly	2,119.90	2,199.65	2,280.13	2,359.88	2,439.63	2,520.10	2,583.90		
	Hourly	29.24	30.34	31.45	32.55	33.65	34.76	35.64		
5	Annual	58,423	60,654	62,848	65,080	67,331	69,544	71,284		
	Bi-Weekly	2,239.53	2,325.08	2,409.18	2,494.73	2,581.00	2,665.83	2,732.53		
	Hourly	30.89	32.07	33.23	34.41	35.60	36.77	37.69		
6	Annual	64,002	66,442	68,844	71,284	73,685	76,144	78,035		
	Bi-Weekly	2,453.40	2,546.93	2,639.00	2,732.53	2,824.60	2,918.85	2,991.35		
	Hourly	33.84	35.13	36.40	37.69	38.96	40.26	41.26		
7	Annual	67,614	70,073	72,494	74,934	77,392	79,775	81,780		
	Bi-Weekly	2,591.88	2,686.13	2,778.93	2,872.45	2,966.70	3,058.05	3,134.90		
	Hourly	35.75	37.05	38.33	39.62	40.92	42.18	43.24		
8	Annual	71,302	73,874	76,409	78,962	81,553	84,125	86,225		
	Bi-Weekly	2,733.25	2,831.85	2,929.00	3,026.88	3,126.20	3,224.80	3,305.28		
	Hourly	37.70	39.06	40.40	41.75	43.12	44.48	45.59		
9	Annual	80,248	83,142	86,092	88,948	91,842	94,717	97,062		
	Bi-Weekly	3,076.18	3,187.10	3,300.20	3,409.68	3,520.60	3,630.80	3,720.70		
	Hourly	42.43	43.96	45.52	47.03	48.56	50.08	51.32		
10	Annual	84,617	87,643	90,707	93,733	96,816	99,842	102,358		
	Bi-Weekly	3,243.65	3,359.65	3,477.10	3,593.10	3,711.28	3,827.28	3,923.70		
	Hourly	44.74	46.34	47.96	49.56	51.19	52.79	54.12		
11	Annual	92,220	95,549	98,859	102,168	105,497	108,845	111,568		
	Bi-Weekly	3,535.10	3,662.70	3,789.58	3,916.45	4,044.05	4,172.38	4,276.78		
	Hourly	48.76	50.52	52.27	54.02	55.78	57.55	58.99		

**CASUAL PAY PLAN**

		Step 1	Step 2	Step 3	Step 4	Step 5				
Casual: Auxilliary Inspector	Annual	37,316	39,056	41,136	43,197	44,238				
	Bi-Weekly	1,430.43	1,497.13	1,576.88	1,655.90	1,695.78				
	Hourly	19.73	20.65	21.75	22.84	23.39				

**GREEN CIRCLED**

		Step 1	Step 2	Step 3	Step 4	Step 5	Step 6	Step 7	Step 8	Step 9
Inspector 3	Annual	67,879	70,319	72,910	75,577	78,622	81,704	84,768	86,887	
	Bi-Weekly	2,602.03	2,695.55	2,794.88	2,897.10	3,013.83	3,132.00	3,249.45	3,330.65	
	Hourly	35.89	37.18	38.55	39.96	41.57	43.20	44.82	45.94	
Information Technologist 1	Annual	72,002	74,669	77,392	80,229	83,199	86,471	89,780	93,166	95,511
	Bi-Weekly	2,760.08	2,862.30	2,966.70	3,075.45	3,189.28	3,314.70	3,441.58	3,571.35	3,661.25
	Hourly	38.07	39.48	40.92	42.42	43.99	45.72	47.47	49.26	50.50
Clerk 3	Annual	48,796	50,025	51,444	52,900	54,281	55,945	57,628	59,330	60,824
	Bi-Weekly	1,870.50	1,917.63	1,972.00	2,027.83	2,080.75	2,144.55	2,209.08	2,274.33	2,331.60
	Hourly	25.80	26.45	27.20	27.97	28.70	29.58	30.47	31.37	32.16
Researcher 2	Annual	70,319	73,326	76,144	78,905	81,969	85,222	88,494	90,726	
	Bi-Weekly	2,695.55	2,810.83	2,918.85	3,024.70	3,142.15	3,266.85	3,392.28	3,477.83	
	Hourly	37.18	38.77	40.26	41.72	43.34	45.06	46.79	47.97	
		<b>0-3 Seasons</b>	<b>4-5 Seasons</b>	<b>5-6 Seasons</b>	<b>7+ Seasons</b>					
Judges / Stewards	Annual	96,967	102,395	108,277	110,982					
	Bi-Weekly	3,717.08	3,925.15	4,150.63	4,254.30					
	Hourly	51.27	54.14	57.25	58.68					

**FROM THE PROVINCE OF MANITOBA - GOVERNMENT EMPLOYEE'S MASTER AGREEMENT. FOR REFERENCE PURPOSES ONLY**

		Step 1	Step 2	Step 3	Step 4	Step 5	Step 6	Step 7	Long Service	25 YR Long Service
Vet Medical Officer 2	Annual	100,654	104,578	108,689	112,821	117,600	122,525	125,593	128,118	130,665
	Bi-Weekly (80 hours)	3,858.40	4,008.80	4,166.40	4,324.80	4,508.00	4,696.80	4,814.40	4,911.20	5,008.80
	Hourly	48.23	50.11	52.08	54.06	56.35	58.71	60.18	61.39	62.61