

MANITOBA GOVERNMENT AND EMPLOYEES' UNION (COMPONENT 10)

AND

MANITOBA PUBLIC INSURANCE

FACT SHEET MARCH 2016

Bold face indicates language added to the current collective agreement. ~~Strikethrough~~ indicates language removed from the current collective agreement.

DURATION

4-Year Collective Agreement- **September 18, 2016 - September 26, 2020**

WAGES

Effective September 18, 2016 -**1% General Wage Increase + 1% market adjustment**

Effective September 17, 2017-**1% General Wage Increase + 0.5% market adjustment**

Effective September 16, 2018 -**2% General Wage Increase**

Effective September 15, 2019-**2% General Wage Increase**

Article 1 Interpretation

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

- (c) "Class" means a group of positions which are sufficiently similar in duties, responsibilities, skill and knowledge required, to ~~be given the same job title, to~~ have the same education and experience requirements and to receive the same rate of pay.
- (q) "Student" means a full-time student of a high school, college or university who is employed on a full-time or part-time basis between school terms or employed during the school term on a casual basis. The individual must be currently attending school, **in their graduating year** or be returning to school after the period or employment.

Article 9 Seniority

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

Article 10 Educational Leave and Assistance

10:01 Definitions:

- (d) “Educational Assistance” means financial assistance provided by the Corporation to an employee engaged in a course ~~that does not require an absence from regular work duties.~~
- (e) **“Program of Study” or “Course of Study” refers to single course requests, diploma programs, certificate programs, degree programs, MBA programs, and financial or other job related designations.**

10:03 Employee Originated Requests:

Eligibility:

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

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

Application Process:

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

Review and Approval Process:

- (e) The criteria for determining the level of assistance to be granted are as follows:
 - (i) Where educational leave is involved, a percentage of costs and salary **(if applicable)** are to be paid by the Corporation. Where no leave is involved, a proportion of course costs only are to be paid.
 - (iv) On approval by the Corporation and subject to operational requirements and budgetary considerations, courses or educational leave and/or assistance shall be granted to employees **with satisfactory performance** who request it.
- (f) Where the request is denied, the **department manager, director or ~~Staff Development and Change Services~~ Organizational Development** Department shall provide the employee with the reason(s) in writing.

Course Completion / Reimbursement

- (h) **Employees are required to forward proof of successful course completion and confirmation of course costs to the Organizational Development Department, within ninety (90) days of the course end date or exam date. Failure to submit the record of completion within this time frame will be treated as an incomplete course.**

The reimbursement of costs for Corporation approved courses will be made to the employee within thirty (30) days of receipt by the ~~Staff Development and Change Services~~ **Organizational Development** Department of evidence of successful completion of the particular course.

Article 12 Recruitment and Promotion

- 12:01 Vacancies for permanent positions shall be filled with present qualified employees who make application. The successful applicant would ~~normally~~ move to their new position within ~~two (2)~~ **three (3)** weeks. **Where there is operational requirement that the successful applicant will not be moved within three (3) weeks, and where the employee's new position is a promotion, the employee shall be paid at the higher rate commencing on the first Monday following the three (3) week period.**
- 12:03 Late applications due to sickness, vacation, or other authorized leave of absence will be accepted, provided such application is received prior to the successful applicant being advised.
- Applicants have the same number of days as they were away during the five (5) day posting period to submit their late application.**
- 12:09 The Corporation shall make selections from existing employees on the basis of work performance and ability in that order. Where applicants have similar work performance and ability, the most senior applicant shall be selected. Where the employee who is junior in seniority is selected, their work performance or ability shall be shown to be greater than the candidates who have more seniority. Term employees will be considered as outlined in Article 49.
- (a) The Corporation can make additional selections(s) from a job competition provided that the additional position(s) are at the same work locations listed in the posting, with the same working conditions and hours of work. Additional selections can be made within ninety (90) calendar days of the closing date, **except on positions requiring security clearance.**
- (b) **Additional selections on positions requiring security clearance can be made within one hundred and fifty (150) calendar days of the closing date.**
- 12:10 To be considered qualified an applicant must meet the minimum requirements for the position as set out in the ~~class specifications~~ **position description.**
- 12:13 Within ~~twenty (20)~~ **thirty (30)** working days of the closing date of the posting a general announcement shall be posted on the results, or where this is not practicable, applicants will be advised of the delay and the reason therefore in writing.
- 12:14 When an employee is not successful for a job posting, the employee may request a meeting with the hiring leader to review their results within five (5) working days of being notified. Within five (5) working days of the meeting, the employee can request written reasons from the ~~Human Resources Department~~ **hiring leader.** If the employee wishes to pursue a grievance, it must be filed within ten (10) working days of the meeting or within five (5) working days of receiving the full reasons in writing.

Article 15 Class Certification

15:04 Where an employee has been promoted and where the employee's performance has been unsatisfactory during the assessment period and the required improvement has not been demonstrated, the employee will revert to their former or similar position at a salary equivalent to that had they not been promoted.

(a) Employees who are reverted per the provisions of Article 15:04 shall not be eligible for promotional consideration to the class from which reverted for **the equivalent time of the assessment period associated with the classification reverted from, up to a maximum of twelve (12) months.** ~~a period of six (6) months.~~

15:05 Where a newly hired **or term** employee's performance has been unsatisfactory during the assessment period, the employee will not be certified in that class and the Corporation will, where practicable, offer the employee alternate employment for which a vacancy exists and the employee is qualified. If no vacancy exists for which the employee is qualified, the Corporation may terminate the employee upon proper notice.

(a) Where a newly hired **or term** employee is not certified in their class and the Corporation finds alternate employment per the provisions of Article 15:05 the employee shall not be eligible for promotional consideration to the class from which reverted for **the equivalent time of the assessment period associated with the classification reverted from, up to a maximum of twelve (12) months.** ~~a period of six (6) months.~~

15:10 Notwithstanding the provisions of Article 15:09 above, an employee who is recruited or selected in the:

- Associate Adjuster;
- Associate Estimator;
- Case Manager 1;
- **Associate Underwriter;**
- Associate Driver Examiner; and
- Associate Adjuster / Driver Examiner Level 2

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

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

- Adjuster
- Estimator
- Case Manager 2
- **Underwriter 1**

- Driver Examiner and
- Adjuster / Driver Examiner

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

Article 19 – Bereavement Leave

- 19:02 For the purpose of granting bereavement leave, immediate family is defined as father, step-father, mother, step-mother, brother, step-brother, sister, step-sister, spouse, fiancé(e), child or ward of the employee, step-child, **grandchild**, father-in-law, mother-in-law, son-in-law, daughter-in-law, or relative permanently residing at the employee's household or with whom the employee is permanently residing.
- 19:03 Additional bereavement leave up to a maximum of two (2) working days without loss of salary may be granted in the event of the death of an employee's spouse, child **or step-child**.
- 19:04 An employee shall be granted special leave up to a maximum of one (1) working day without loss of salary in the event of the death of the employee's grandparent, brother-in-law, sister-in-law, ~~grandchild~~ or great-grandchild.
- 19:05 An employee shall be granted additional bereavement or special leave up to a maximum of two (2) days without loss of salary, requested for **the** purpose of attending a funeral at a distance in excess of two hundred twenty-five (225) kilometres (one [1] way) from the employee's home.
- 19:09 Additional bereavement leave or special leave with pay may be granted at the discretion of the Executive Director, Human Resources ~~and Staff Development~~ in consultation with the department manager.

Article 20 Maternity, Parental and Adoptive Leave

20:01 Maternity Leave

- A permanent full-time or permanent part-time employee who qualifies for Maternity Leave may apply for such leave in accordance with either Plan A or Plan B, but not both.
- Plan B or **parental leave SUB plan** does not apply to term or casual employees.
- ~~During the period of maternity and parental leave, sick leave and benefits will not accrue.~~
- Employees who return to work within the leave provisions of Article 20:01 ~~and 20:02~~ shall be placed in the same or like position at the same rate of pay.

- (e) The Corporation shall have the right to terminate an employee who exceeds the leave granted by the Corporation under Articles 20:01 ~~or 20:02~~ unless an extension has been granted under Articles 20:01(f)(iii) or 20:01(k)(iii).

Plan A

- (f) In order to qualify for Plan A, a pregnant employee must:
 - (i) Have completed twenty-six (26) full weeks of corporate service;
 - (ii) Submit to the Corporation an application in writing for leave under Plan A at least four (4) weeks before the day specified by her in the application as the day on which she intends to commence such leave; and
 - (iii) Provide the Corporation with a certificate ~~of~~ **from** a duly qualified medical practitioner certifying that she is pregnant and specifying the estimated date of delivery.
- (g) An employee who qualifies is entitled to and shall be granted maternity leave without pay consisting of:
 - (i) A period not exceeding twenty (20) weeks if delivery occurs on or before the date of delivery specified in the certificate mentioned in Article 20:01(f)(iii); or
 - (ii) A period of twenty (20) weeks plus an additional period equal to the period between the date of delivery specified in the certificate mentioned in Article 20:01(f)(iii) and the actual date of delivery, if delivery occurs after the date mentioned in that certificate;
 - (iii) The Corporation may vary the length of maternity leave upon proper certification by the attending physician.

Plan B

- (h) In order to qualify for Plan B a pregnant employee must:
- (i) Have completed twelve (12) continuous months of corporate service;
 - (ii) Submit to the Corporation an application in writing, for leave under Plan B at least four (4) weeks before the day specified by her in the application as the day on which she intends to commence such leave;
 - (iii) Provide the Corporation with a certificate ~~of~~ **from** a duly qualified medical practitioner certifying that she is pregnant and specifying the estimated date of her delivery;
 - (iv) Provide the Corporation with proof that she has applied for Employment Insurance Benefits and that ~~HRDC~~ **Human Resources and Skills Development Canada** has agreed that the employee has qualified for and is entitled to such Employment Insurance **(EI)** benefits pursuant to Section 22, Employment Insurance Act.
- (i) An employee returning from maternity leave under Plan B may request to return to work to an available part-time position or, subject to the provisions of Memorandum of Agreement #1, on a job share basis.
- (j) An applicant for Maternity Leave under Plan B must sign an Agreement with the Corporation providing that she return to work and remain in the employ of the Corporation either on:
- (i) (A) A full-time basis for at least six (6) months following her return to work; or
 - (B) A part-time or job share basis subject to the provisions of 20:01(i), for a period of time equal to six (6) months calculated at the applicable pro-rating factor following her return to work; and
 - (ii) If she does not take parental leave she will return to work on the date of the expiry of her maternity leave unless this date is modified by the Corporation; and
 - (iii) If she does take parental leave she will return to work on the date of expiry of her parental leave; and
 - (iv) Should she fail to return to work as provided above, she is indebted to the Corporation for a pro-rated amount of pay received from the Corporation as a maternity allowance during her entire period of maternity leave based on the duration of time she returned to work as outlined in 20:01(j)(i) above.

- (k) An employee who qualifies is entitled to maternity leave consisting of:
 - (i) A period not exceeding seventeen (17) weeks if delivery occurs on or before the date of delivery specified in the certificate mentioned in Article 20:01(h)(iii);
 - (ii) A period of seventeen (17) weeks plus an additional period equal to the period between the date of delivery specified in the certificate mentioned in Article 20:01(h)(iii) and the actual date of delivery, if delivery occurs after the date mentioned in that certificate;
 - (iii) The Corporation may vary the length of maternity leave upon proper certification by the attending physician and approved by the Corporation.
- (l) During the period of maternity leave, an employee who qualifies is entitled to a maternity leave allowance in accordance with the SUB plan as follows:
 - (i) **If an employee is required to serve a two week waiting period with EI they are eligible for the following:**
 - A. The first two (2) weeks an employee shall receive ninety-three percent (93%) of her weekly rate of pay;
 - B. ~~For~~ Up to a maximum of fifteen (15) additional weeks, payments equivalent to the difference between EI benefits the employee is eligible to receive and ninety-three percent (93%) of her weekly rate of pay.
 - (ii) **If an employee's two week waiting period with EI is waived, they are eligible for the following:**
 - A. ~~For~~ Up to a maximum of fifteen (15) additional weeks, payments equivalent to the difference between EI benefits the employee is eligible to receive and ninety-three percent (93%) of her weekly rate of pay.
 - ~~(iv)~~(iii) All other time as may be provided under Article 20:01(g), (j) and (k) shall be on a leave without pay basis.
 - ~~(iv) An employee who receives a maternity leave benefit will not have severance pay reduced or increased as a result of sub-plan payments.~~

20:02 Parental Leave

- (a) In order to qualify for parental leave an employee must:
 - (i) Be the natural mother of a child; or she must assume actual care and custody of her new born child; or
 - (ii) Be the natural father of a child; or he must assume actual care and custody of his new born child; or
 - (iii) Adopt a child under the law of a province.

- (b) An employee who qualifies under Article 20:02(a) must:
 - (i) Have completed seven (7) continuous months of employment, and
 - (ii) Submit to the Corporation an application in writing for parental leave at least four (4) weeks before the day specified in the application as the day on which the employee intends to commence the leave.
- (c) An employee who qualifies in accordance with Article 20:02(a) and Article 20:02(b) is entitled to parental leave without pay for a continuous period of up to thirty-seven (37) weeks.
- (d) Subject to Article 20:02(b), parental leave must commence no later than the first anniversary date of the birth or adoption of the child or the date the child comes into the actual care and custody of the employee.
- (e) Where an employee takes parental leave in addition to maternity leave, the employee must commence the parental leave immediately on expiry of the maternity leave without a return to work unless otherwise approved by the Corporation.
- (f) In order to qualify for the parental leave SUB plan an employee must:**
 - i) Be qualified under 20:02 (a) and have completed twelve (12) continuous months of corporate service.**
 - ii) Provide the Corporation with proof that they have applied for EI benefits and that HRSDC has agreed that the employee has qualified for and is entitled to such benefits.**
- (g) During the period of parental leave, an employee who qualifies is entitled to a parental leave allowance in accordance with Articles 20:02(a i) and 20:02 (f) the SUB plan as follows:**
 - i) If an employee served a two week waiting period with EI prior to commencing their maternity leave they are eligible for the following:**
 - A. Up to a maximum of fifteen (15) additional weeks, payments equivalent to the difference between EI benefits the employee is eligible to receive and ninety-three percent (93%) of her weekly rate of pay.**
 - ii) If an employee's two week waiting period with EI was waived prior to commencing their maternity leave they are eligible for the following:**
 - A. Up to a maximum of seventeen (17) additional weeks, payments equivalent to the difference between EI benefits the employee is eligible to receive and ninety-three percent (93%) of her weekly rate of pay.**

- iii) If an employee is commencing parental leave in accordance with Articles 20:02 (a)(ii)(iii) and 20:02 (f) and are required to serve a two week waiting period with EI they are eligible for the following:
 - A. The first two (2) weeks an employee shall receive ninety-three percent (93%) of their weekly rate of pay;
 - B. Up to a maximum of fifteen (15) weeks, payments equivalent to the difference between EI benefits the employee is eligible to receive and ninety-three percent (93%) of their weekly rate of pay.
- iv) If an employee is commencing parental leave in accordance with Articles 20:02 (a)(ii)(iii) and 20:02 (f) and their two week waiting period with EI is waived, they are eligible for the following:
 - A. Up to a maximum of seventeen (17) weeks, payments equivalent to the difference between EI benefits the employee is eligible to receive and ninety-three percent (93%) of their weekly rate of pay.
- (h) Employees in receipt of the parental leave SUB plan must sign an Agreement with the Corporation providing that they return to work and remain in the employ of the Corporation as follows:
 - i) For employees who take parental leave immediately following maternity leave:
 - (A) A full-time basis for a total of three (3) additional months to the timeframe outlined in Article 20:01 (j) following her return to work; or
 - (B) A part-time or job share basis subject to the provisions of 20:01(i), for a period of time equal to three (3) additional months calculated at the applicable pro-rating factor following her return to work; and
 - (C) Should she fail to return to work as provided above, she is indebted to the Corporation for a pro-rated amount of pay received from the Corporation during her entire period of maternity and parental leave based on the duration of time she returned to work.
 - ii) For employees who take only parental leave:
 - (A) A full-time basis for a total of six (6) months following their return to work; or
 - (B) Should they fail to return to work as provided above, they are indebted to the Corporation for a pro-rated amount of pay received from the Corporation during their period of parental leave based on the duration of time they returned to work.

- (i) **Employees who return to work within the leave provisions of Article 20:02 shall be placed in the same or like position at the same rate of pay.**
- (j) **The Corporation shall have the right to terminate an employee who exceeds the leave granted by the Corporation under Article 20:02.**

20:03 Adoptive Leave and Parental Leave

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

20:04 Parental/~~Maternity~~/Adoptive Leave

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

~~(b)~~(a) Employees that qualify for maternity leave under Article 20:01 are not eligible for the provisions of Article 20.04.

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

- (a) Employees on maternity, parental, or adoptive leave will **have their be provided with Blue Cross supplemental health benefits coverage (excluding travel) and Long Term Disability Coverage maintained.**
- (b) Employees on maternity, parental, or adoptive leave will have the option to pre-pay **for their coverage for CSSB Group Life, and Manulife Optional Life Insurance and Blue Cross Travel Insurance.**
- (c) **During the period of maternity, parental or adoptive leave, other employment benefits aside from those outlined in Articles 20:05 (a) and (b), will not accrue, unless otherwise outlined in this Agreement.**
- (d) **An employee who receives a maternity and/or parental leave benefit will not have severance pay reduced or increased as a result of SUB-plan payments.**

Article 21 Leave of Absence Without Pay

21:03 An employee may be granted a leave without pay for a maximum period of one (1) year. Leave of absence without pay must be recommended by a Divisional Director to the Executive Director Human Resources and Staff Development for approval.

21:097 Employees may apply to their Divisional Director to elect to defer salary to be paid during a period of leave of absence, in accordance with the provisions outlined in the Self Funded Leave Plan. This leave of absence must be recommended by the Divisional Director to the Executive Director of Human Resources and Staff Development for approval.

Leave of Absence Respecting Elections

21:078 The Corporation recognizes the right of an employee to participate in elections and therefore upon written request to the ~~Vice President Community and Corporate Relations~~ **Executive Director Human Resources** shall grant leave of absence without pay as follows:

- (a) Where an employee is nominated as a candidate in a Federal or Provincial general election or by-election, they shall be granted leave for the period commencing on the day on which the writ for the election is issued and ending ninety (90) calendar days after the day on which the results of the election are officially declared; and
- (b) Where an employee is a candidate in a Municipal election, they shall be granted leave for a period of not more than three (3) months.

Compassionate Care Leave

21:089 An employee shall receive compassionate care leave without pay to provide care or support to a seriously ill family member, subject to the following conditions:

- (f) An employee may end their compassionate leave earlier than eight (8) weeks by giving the Employer at least forty-eight (48) hours' notice. Where an employee has been provided necessary time off under this section, and where the employer has made arrangements for alternate staffing for covering the anticipated absence, the employer shall have the right to ~~cancel~~ **end the backfill scheduled relief shifts scheduled** to cover the anticipated absence without additional cost.

Leave Related to Critical Illness of a Child

- 21:10** An employee shall receive a leave of absence without pay related to critical illness of a child for up to thirty seven (37) weeks to provide care or support for a critically ill child who is under eighteen (18) years old, subject to the following conditions:
- (a)** An employee must have completed at least (30) days of employment as of the intended date of leave and are a parent of a critically ill child under eighteen (18) years old
 - (b)** A parent for the purpose of this article shall be defined as:
 - i.** A parent of a child;
 - ii.** The spouse or common-law partner of a parent of a child;
 - iii.** A person with whom the child was placed for the purposes of adoption;
 - iv.** The guardian or foster parent of a child; or,
 - v.** A person who has the care, custody or control of a child, and is considered to be like a close relative, whether or not they are related.
 - (c)** An employee who wishes to take a leave under this section must give the Employer notice of at least one (1) pay period, unless circumstances necessitate a shorter period.
 - (d)** For an employee to be eligible for leave, a physician who provides care to child must issue a certificate stating that
 - i.** The child is under eighteen (18) years old.
 - ii.** The child has a life-threatening illness or injury.
 - iii.** The child requires continued parental care or support.
 - iv.** The period of time the child requires the continued parental care or support.
 - v.** The employee must give the Employer a copy of the physician's certificate as soon as possible.
 - (e)** An employee may end their critically ill child leave by giving the Employer at least one (1) pay period's notice before they wish to return to work. Where an employee has been provided the necessary time off under this section, and where the employer has backfilled the position by temporary assignment, the employer shall have the right to end the backfill.
 - (f)** In the event that the death of the child occurs during this period of leave, critical illness of a child leave ceases immediately and the employee shall be eligible for Bereavement Leave as outlined in Article 19.
 - (f)** Seniority will accrue as outlined in Article 9.07

- 21:11 (a) Employees on a leave related to critical illness of child or compassionate care leave will have their supplemental health benefits coverage and long term disability coverage maintained.
- (b) Employees on a leave related to critical illness of child or compassionate care leave will have the option to pre-pay for their coverage for group life and optional life insurance.

Article 22 Leave of Absence With Pay

- 22:01 Leave of absence with pay for the required period of absence shall be granted to an employee who is:
- (a) **summoned for jury selection;**
 - (b) summoned for jury duty;
 - (c) receives a summons or subpoena to appear as a witness in a court proceeding **as a result of their position with the Corporation;**
 - (d) receives a summons or subpoena to appear as a witness in a court proceeding **to an accident or assault not** occasioned by the employee's private affairs.
 - (e) **Employees are not eligible for a leave of absence with pay when they** receive a summons or subpoena to appear in a court proceeding occasioned by the employee's private affairs.
 - (f) The employee shall turn over to the Corporation any jury or witness fees received.
- 22:04 In the event of a disagreement with the department manager as to an employee's eligibility, the Executive Director Human Resources ~~and Staff Development~~ shall deliver a ruling on behalf of the Corporation without delay.

Article 23 – Hours of Work

- 23:01 Normal hours of work in the Corporation shall be 8:30 a.m. to 5:00 p.m. with one and one-quarter (1¼) hours for lunch, Monday through Friday inclusive each week. Any deviation from these hours of work shall be subject to mutual agreement between the parties hereto unless otherwise specifically provided in this Agreement. (Current Language)
- 23:02 Employees in the following positions shall work **eight (8) consecutive hours**, five (5) consecutive days with two (2) consecutive days off or any other shift schedule mutually agreeable to the parties.
- Receivers
 - **Scheduled shifts will span 8:00 a.m. to midnight daily (Monday to Sunday)**
 - Other employees or groups of employees mutually agreed upon with the Union

(a) Forty (40) hour per week shift employees in the above noted classifications shall be allowed a forty-five (45) minute meal period but shall remain in the general work area and be available for duty should the need arise.

23:03 All employees of the Corporation shall be entitled to one (1) rest period of fifteen (15) minutes each for three (3) hours of work during normal working hours, **except as otherwise noted in this agreement or by Memorandum of Agreement**. This does not apply during overtime.

23:04 (a) Notwithstanding Article 23:01 normal hours of work in the locations noted below, and for employees primarily performing those functions:

i) IT Service Desk

ii) Contact Centre Operations

iii) ~~Driver Education and Training~~ Driver Education Liaison Officers, and Driver Education Curriculum Development & Training Support Specialist

iv) **Community Relations Specialists and Community Relations Specialist Lead:**
~~Commercial Vehicle Registration, Cityplace Service Centre:~~

Will be:

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

Saturday: 8:00 a.m. – 6:00 p.m.

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

(b) The work week will be from Monday to Sunday.

(c) Hours of work for full-time employees will be seventy-two and one-half (72 ½) hours bi-weekly with two (2) consecutive days off per week except in the case where the shift schedule provides for:

- Six (6) days on, one **day** (1) off;
- Five (5) days on, two **days** (2) off;
- Four (4) days on with three **days** (3) off;
- **Or other combinations as currently scheduled or as mutually agreed**

Hours of work for part-time employees will be up to seven and one-quarter (7¼) hours per day with a minimum of seven and one-quarter (7¼) hours per work week with a minimum of three (3) hours per shift.

(d) Employees will not be required to work more than seven (7) consecutive days.

(e) Hours and days of work will be scheduled to meet the operational requirements. Employee preferences will be a consideration; where employee preferences cannot be accommodated, the hours will be scheduled as equitably as practical on a rotational basis.

- (f) Where the corporation finds it necessary to schedule employees to work on a holiday, such scheduling will be done on an equitable basis.
- (g) Full-time contact centre employees, excluding Supervisors, Customer Care Lead and Customer Care Agent 2s will not be required to work more than ten (10) weekends in any calendar year, **except as outlined in Memorandum of Agreement #14.**
- (h) Employees who are not at work and who are requested to work hours that they were not scheduled to work and accept such work, will be paid a minimum of three (3) hours pay. Employees will be offered such additional hours on an equitable basis.
- (i) **Unless an employee is expressly authorized to work overtime, any switch in shifts requested by employees and approved by the Employer shall not result in overtime costs to the Employer.**

23:05 Notwithstanding Article 23:01 normal hours of work in the locations noted below, and for employees primarily performing those functions:

**Commercial Vehicle Registration Unit and Parts Program Administration Unit:
Monday through Friday 8:00 a.m. – 5:00 p.m.**

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

Senior IT Analyst – Operations, Senior IT Administrator – Operations ~~Computer Operator, Senior Computer Operator:~~

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

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

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

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

23:08 Notwithstanding Article 23:01 normal hours of work for the employees working in the Winnipeg Service Centres: **Main Street, Gateway and Bison will be Monday through Saturday between the hours of 7:30 a.m. - 6:00 p.m.**

Details of the shift operation, staffing, and the scheduling will be as described in Memorandum of Agreement #3.

23:09 Effective with the signing of the 2008 Collective Agreement all new employees hired in classifications associated with a Winnipeg Service Centre will be subject to the hours of work as identified in Article 23.08.

23:10 Employees will not be required to work split shifts.

23:11 Schedules for a period of not less than four (4) weeks will be posted at least two (2) weeks before the beginning of the period scheduled.

23:12 Except for emergencies, changes to the posted schedule may only be made by mutual agreement of affected employees and Manager or designate.

23:13 Shift Premiums

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

Article 25 Vacations

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

- ~~(a) When an employee's vacation period included one (1) or more paydays, the employee may, on written request, receive a vacation cheque(s) on the payday immediately prior to the first day of vacation. Requests must be made at least ten (10) calendar days prior to the payday on which the vacation cheques(s) are to be received.~~
- ~~(a)~~ (b) With the approval of the Corporation, vacation entitlement may be carried forward to the next year.

Article 26 Holidays

26:05 For employees working Monday to Friday hours of operation the holiday will be observed as follows:

- (a) When a holiday falls on a Saturday or Sunday, it shall be observed on the following Monday.**

(b) Where Christmas Day falls on a Saturday it shall be observed on Friday and Boxing Day on Monday.

26:06 Employees not working Monday to Friday hours of operation will observe the holiday on the actual date of the holiday.

~~26:07 Notwithstanding the previous provisions of this Article, employees working in provincial buildings may be required to observe the holidays on the same day as the Civil Servants.~~

~~26:0708~~ Where a holiday falls on an employee's day of rest, the employee shall be granted a day off in lieu thereof, at a time mutually agreeable within **ninety (90)** days of the holiday. If a suitable day cannot be arranged within the ~~thirty (30)~~ **ninety (90)** day period, the employee shall be paid one and one-half times (1½x) their ~~regular daily~~ **hourly** pay in lieu of the holiday. ~~The amount of time employee's are eligible for is calculated by averaging the regular hours worked in the four (4) week period prior to the holiday.~~

Employees working a compressed workweek at Bison, Gateway or Main Street Service Centres are eligible for 9 ¾ hours in lieu of the holiday provided the holiday falls on the day of rest where the hours scheduled would have been 9 ¾ hours. If the holiday falls on a day of rest whereby the hours of work would be 7 hours then employees are eligible for 7 hours of time in lieu of the holiday. If suitable arrangements within ninety (90) days cannot be made employees are eligible to receive 7.25 hours of pay one and one-half times (1½x) their hourly pay in lieu of the holiday.

~~26:0809~~ If employees work for any portion of a holiday, they shall select one (1) of the following two (2) options:

Option 1

- Receive two times (2x) their regular pay for the time worked on the holiday, and:
- Receive one (1) day's pay for the holiday

OR

Option 2

- Receive two times (2x) their regular pay for the time worked on the holiday, and:
- Take one (1) day off in lieu of the holiday at a time mutually agreeable.
- If, within ~~thirty (30)~~ **ninety (90)** days of the holiday, a suitable date as to when the day off will be taken has not been agreed upon, the employee shall be paid for such day at the regular rate of pay. The day agreed upon may be beyond the ~~thirty (30)~~ **ninety (90)** days in which agreement must be reached as to when it will be taken.

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

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

Article 27 Sick Leave

27:07 Where an employee is absent because of illness for more than three (3) days, the Corporation may request a certificate from a qualified medical practitioner, **or nurse practitioner**, certifying that the employee was unable to work. If the certificate is not produced, the employee will not be entitled to pay other than for the first three (3) days. This certificate may be required at any time during or after the three (3) day period and if the illness is continuing, progressive reports may be required from the medical practitioner.

27:10 Where an employee is returning to work after an extended medical absence, MPI may, with reasonable notice, request and pay for a medical certificate, **or medical consultation and report**, from a treating practitioner that confirms the employee's ability to return to work in their previous or accommodated position.

Article 31 Retiring Allowance

31:06 **Effective September 18, 2016 any man who retires and has taken parental leave during his career shall have that time credited to his accrued service for retiring allowances purposes only.**

Article 32 Northern Allowance and Transportation

32:02 Eligibility for the above allowances shall be based on the employee's **information provided to the Corporation as captured on their benefit record with Human Resources and Accounting Services.** ~~claim for personal exemptions as certified in the employee Tax Deduction Return (TD1) and filed with the Corporation.~~

32:04 Northern Transportation

(a) When an employee is residing in Thompson, Flin Flon or The Pas and has earned eight (8) or more days of vacation entitlement in a vacation year, they shall be eligible for the following travel days:

- Less than 5 years corporate service - 2 days per vacation year;
- More than 5 years corporate service - 4 days per vacation year;

- Employees will remain eligible to utilize travel days until the completion of the vacation year.

Effective March 20, 2017:

- (a) ~~When an~~ Employees is residing in Thompson, Flin Flon or The Pas ~~and has earned eight (8) or more days of vacation entitlement in a vacation year,~~ they shall be eligible for the following travel days:
- Less than 5 years corporate service - 2 days per vacation year;
 - ~~More than~~ 5 years corporate service **and less than 10 years corporate service - 4 days per vacation year;**
 - **10 years or more corporate service – 6 days per vacation year**
 - Employees will remain eligible to utilize travel days until the completion of the vacation year.

32:05 Northern Sick Leave Travel

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

Effective March 20, 2017:

Employees required to reside in Thompson, Flin Flon or The Pas, are eligible for **four (4)** ~~two (2)~~ travel days with pay, in each ~~calendar~~ year, to attend non-critical medical appointments not available in that work location.

Article 33 Class Specifications-Classification

- 33:01 The Corporation shall establish and maintain a position ~~reclassification~~ plan in which positions of a similar nature, difficulty, and responsibility are included in the same class. Amendments to the classification plan shall be made by the Corporation from time to time as changes in the organization and work assignments require. Written ~~class specifications and~~ position descriptions ~~forms~~ for each class of position shall be provided to the union upon request.
- 33:04 ~~“Class Specifications-”~~ **“Position Description”** is a written description of the typical principle duties of a class, the significant knowledge, abilities, level of responsibility, degree of complexity and skills and qualifications required to perform the duties of the position.
- 33:05 Each employee shall, upon request to their supervisor, receive a ~~class specification and~~ position description ~~form~~ for their position.

- 33:06 Where the Corporation wishes to establish a new class or amend an existing class, the Corporation shall submit to the Union a written proposal which includes the amended or new ~~class specification and position description form~~ and a proposed rate of pay.
- (b) Where the Union and the Corporation are unable to agree on a rate of pay within five (5) calendar days, the matter shall be referred to the Vice President, ~~of Community and Corporate Relations~~ **Human Resources and Chief Human Resource Officer**, within that time frame.
 - (c) Within ten (10) calendar days of receiving the proposal, the Vice President, ~~of Community and Corporate Relations~~ **Human Resources and Chief Human Resource Officer** shall chair a meeting to review the full reasons of the dispute and provide a written decision within five (5) calendar days.
- 33:07 The Corporation agrees to allow the Union to submit proposals with respect to the establishment of a new class or an amendment of an existing class. The Union shall submit to the Corporation a written proposal which includes the amended or new ~~class specification~~ **position description** and the proposed rate of pay.
- (b) Where the Union and the Corporation are unable to agree on a suitable rate of pay within five (5) calendar days the matter shall be referred to the Vice President, ~~of Community and Corporate Relations~~ **Human Resources and Chief Human Resource Officer** per Article 33.06(c).

Article 34 Reclassification

- 34:01 Where an employee feels that their position is improperly classified, because they feel they are performing the work of an existing higher level classification, they may apply to the Human Resources Department for a review of their position description.
Employees are required to submit the following:
- (a) **A current position description approved by the department manager;**
 - (b) **Identification of the existing job classification that is being requested and the reasons why that classification is appropriate;**
 - (c) **Any other information in support of the request.**
- 34:02 The Human Resources Department will review the position description and shall within forty-five (45) calendar days of application (**as defined in article 34:01**), notify the applicant in writing of the results. Time limits **prescribed in this Article** may be extended by agreement **in writing** between the employee, the Corporation and the Union.

34:06 Should an employee's classification be found to be higher than their present classification, and they ~~employee is are~~ placed in that higher classification, then their rate of pay for that higher classification shall become effective on the date on which they employee first submitted their request **in compliance with article 34:01.**

Article 37 Grievance Procedure

37:08 "Policy Grievance" means a grievance presented by the Union. Such grievances shall be instituted at Step 2 to the Executive Director Human Resources ~~and Staff Development~~

37:09 (b) Step 2

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

(c) Step 3

Where the decision of the Executive Director Human Resources ~~and Staff Development~~ or the Human Resource person designated by the Director is unsatisfactory to the aggrieved employee, the employee and/or Union representative shall within ten (10) working days of the receipt of the decision in Step 2, or if no decision is received within the time limits specified, present the grievance by electronic means to the appropriate Vice President who shall acknowledge receipt for same. From the date of issue of the receipt, the appropriate Vice President or a person designated by them shall within ten (10) working days hold a hearing and discuss the matter with the employee and/or Union representative and issue a decision in writing within five (5) working days of the hearing to the employee with a copy to the Union representative. In the case of a Policy Grievance presented by the Union under Article 37:08, the Vice-President **Human Resources and Chief Human Resource Officer** ~~Community &~~

~~Corporate Relations~~ shall hold a hearing and issue a decision in writing to the Union within five (5) working days.

Article 39 Conduct of Employees

39:02 Each person must observe certain basic rules and regulations with regard to conduct and self-discipline. The areas to be considered would be:

- ~~Dress Code-Modesty of Dress~~
- Good Deportment
- Punctuality and Attendance
- Ethical Behaviour
- Satisfactory Office Behaviour
- Satisfactory Response to Authority
- Civil Response to the Public
- Satisfactory Staff Relationships
- Code of **Ethics and Business Conduct**~~-Conduct and Business Ethics~~
- ~~Appropriate Internet~~ **Information Technology Policies and Procedures Usage**

Article 41 Labour / Management Committee

41:03 The Union shall appoint ~~three (3)~~ **four (4) members** (one of whom shall be the Chairperson of the MPIC Component Executive) who are employees of the Corporation and who will not suffer any loss of pay for attendance at Labour/Management Committee meetings. At least one (1) member of the Union staff will be in attendance at all meetings of the Committee **and one (1) member from a rural area.**

Article 45 Respectful Workplace

45:01 The Corporation and Union agree that every employee shall be entitled to a respectful, healthy, and safe workplace, and are entitled to equal employment opportunity; no form of harassment, ~~or~~ disrespectful behaviour, **discrimination or workplace violence** shall be tolerated or condoned in the workplace. It is agreed that both parties will work together to recognize and deal with any issues when they arise. **Rules and procedures concerning respectful workplace are as per the Corporation's Respectful Workplace Directive, as it may be amended from time to time. The current directive provides as follows:**

- 45:02 ~~“Harassment” as is defined by the Manitoba Human Rights Code is a course of abusive or unwelcome conduct or comment undertaken or made on the basis of ancestry, national origin, ethnic origin, religious belief, age, colour, sex, including pregnancy, gender determined characteristics, sexual orientation, political belief, marital or family status, source of income or physical or mental disability.~~ **as a course of abusive and unwelcome conduct or comment that is based on one or more of the protected characteristics, including ancestry, national origin, ethnic origin, religious belief, age, colour, sex, including pregnancy, gender-determined characteristics, sexual orientation, political belief, marital or family status, source of income or physical or mental disability. It is any behaviour that degrades, demeans, humiliates, intimidates or embarrasses an individual and that a reasonable person knew, or should have known, would be unwelcome. It can also be objectionable conduct that creates a risk to the health of a worker, or severe conduct that adversely affects the psychological or physical well-being of a worker.**
- 45:03 ~~“Disrespectful behaviour” is defined as objectionable and unwelcome comments or conduct directed at a person which serve no legitimate work purpose and have the effect of interfering with work performance or creating an intimidating, humiliating or hostile environment.~~ **or “personal harassment”, consists of objectionable and unwelcome comments or conduct which: (a) are directed at an individual, (b) serve no legitimate work purpose, and (c) have the effect of interfering with work performance or creating an intimidating, humiliating or hostile environment.**
- 45:04 **“Discrimination” is treating an individual or group differently, to their disadvantage and without reasonable cause, on the basis of a group characteristic.**
- 45:05 **“Workplace Violence” is defined as the attempted or actual exercise of physical force against another individual, and any threatening statement or behavior that gives an individual reasonable cause to believe that physical force will be used against him or her.**
- 45:06 All complaints, investigations, hearings and information about the case shall be treated with the utmost confidence, and in an expeditious manner. Any breach of confidentiality may be subject to disciplinary proceedings.
- 45:07 Any retaliation, retribution whether it be overt, covert, or physical, towards any employee who has ~~filed a complaint or is acting as a witness,~~ **(a) brought forward a complaint, (b) given evidence in an investigation, or (c) been accused of having violated the Respectful Workplace policy,** shall be considered to have committed harassment and be subjected to disciplinary action.
- 45:08 A complaint which is shown to have been made for frivolous, malicious, or vexatious reasons may result in disciplinary action being taken against the complainant.

Article 47 Supplemental Health Plans

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

	Option 1	Option 2	Option 3	Option 4	Option 5
Health	100% Ambulance / Semi-Private Hospital	100% Ambulance / Semi-Private Hospital	100% Ambulance / Semi-Private Hospital	100% Ambulance / Semi-Private Hospital	\$100 Ambulance / Semi-Private Hospital
		50% Drugs	80% Drugs	80% Drugs	90% Drugs
		50% Other*	80% Other*	90% Other*	70% Other*
		\$5 Dispensing Fee Cap	\$5 Dispensing Fee Cap	\$5 Dispensing Fee Cap	Dispensing Fee Deductible
		\$350/yr max Paramedical Treatments	\$350/yr max Paramedical Treatments	\$450/yr max Paramedical Treatments	\$350/yr max Paramedical Treatments
		Effective January 1, 2017: \$500/yr max Paramedical Treatments	Effective January 1, 2017: \$500/yr max Paramedical Treatments	Effective January 1, 2017: \$600/yr max Paramedical Treatments	Effective January 1, 2017: \$500/yr max Paramedical Treatments
		\$5,000 Private Duty Nursing	\$3,000 Private Duty Nursing	\$10,000 Private Duty Nursing	\$3,000 Private Duty Nursing
		\$25,000 Travel Health	\$25,000 Travel Health	\$25,000 Travel Health	\$25,000 Travel Health
		Hearing Aids \$500/5 yrs	Hearing Aids \$500/5 yrs	Hearing Aids \$500/5 yrs	Hearing Aids \$500/5 yrs
		Effective January 1, 2015: Hearing Aids \$750/5 yrs	Effective January 1, 2015: Hearing Aids \$750/5 yrs	Effective January 1, 2015: Hearing Aids \$750/5 yrs	Effective January 1, 2015: Hearing Aids \$750/5 yrs
Dental	No Coverage	50% Basic	80% Basic	90% Basic	80% Basic
		50% Major	70% Major	60% Major	60% Major
		50% Ortho	50% Ortho	No Ortho	No Ortho
		\$1,750/yr max for Basic / Major / Patient	\$1,750/yr max for Basic / Major / Patient	\$1,750/yr max for Basic / Major / Patient	\$1,750/yr max for Basic / Major / Patient

		\$2,000 Lifetime max Ortho / Patient	\$2,000 Lifetime max Ortho / Patient		
		Current Fee Guide	Current Fee Guide	Current Fee Guide	Current Fee Guide
Vision	No Coverage	\$375 / person / 24 months	\$400 / person / 24 months	\$400 / person / 24 months	\$350 / person / 24 months
		Effective January 1, 2017: \$475 / person / 24 months	Effective January 1, 2017: \$500 / person / 24 months	Effective January 1, 2017: \$500 / person / 24 months	Effective January 1, 2017: \$450 / person / 24 months
HSA	\$1,075 Single \$2,125 Family	\$675 Single \$1,015 Family	\$550 Single \$550 Family	\$400 Single \$425 Family	\$500 Single \$600 Family
	Effective January 1, 2015: \$1,175 Single \$2,225 Family	Effective January 1, 2015: \$775 Single \$1,115 Family	Effective January 1, 2015: \$650 Single \$650 Family	Effective January 1, 2015: \$500 Single \$525 Family	Effective January 1, 2015: \$600 Single \$700 Family
	Effective January 1, 2017: \$1,350 Single \$2,400 Family	Effective January 1, 2017: \$950 Single \$1,290 Family	Effective January 1, 2017: \$825 Single \$825 Family	Effective January 1, 2017: \$675 Single \$700 Family	Effective January 1, 2017: \$775 Single \$875 Family

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

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

Term Employee	
Healthcare	
Ambulance/Semi-Private Hospital	100%
Drugs	70%, \$5 dispensing fee cap
Physiotherapy	70% to \$300/yr Effective January 1, 2017: 70% to \$425

Chiropractic	70% to \$300/yr Effective January 1, 2017: 70% to \$425
Psychologist	70% to \$300/yr Effective January 1, 2017: 70% to \$425
Other*	70%
Vision	\$150/person/24 months Effective January 1, 2017: \$200/person/24 months
Dental	
Basic	70%
Major	50%
B/M Maximum	\$1,000/yr/patient
Health Spending Account-HSA	\$200 Effective January 1, 2015: \$300 Effective January 1, 2017: \$475

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

- 47:03 The Corporation agrees to provide a Health Spending Account (**HSA**) of ~~two hundred dollars (\$200) per calendar year~~ three hundred fifty dollars (\$350) per calendar year for those employees retiring after September 27, 2008. ~~Effective January 1, 2015 the Health Spending Account provided will increase to three hundred fifty dollars (\$350) per calendar year.~~
- 47:04 The Corporation will administer and finance the Long Term Disability (**LTD**) Plan. Any changes to the plan will only be implemented by mutual agreement by the parties hereto.
- 47:05 (a) Employees who are on involuntary leave of absence due to illness or disability will continue to have their flexible benefit plan coverage under their existing option of the time of leave, paid by the Corporation.

- (b) Employees on voluntary leave of absence without pay, where eligible, will be allowed to continue payment of their flexible benefit plan coverage under their existing option of the time of leave at their own cost.
- (c) Notwithstanding the provisions of Article 47:05(b) the Corporation will continue to pay for flexible benefit plan coverage on behalf of an employee who is on leave of absence without pay to a maximum of thirty (30) consecutive calendar days for each leave taken, except as provided in Article 20:05 and 21:11.

47:07 The Corporation will provide Travel Health Benefits to all eligible employees and their dependents.

47:08 All benefit plans outlined in this agreement are subject to plan exclusions and limitations.

Article 48 – Standby

48:01 An employee who has been designated by the Corporation to be available on standby during off duty hours, shall be entitled to payment of ~~twenty dollars (\$20.00)~~ **twenty-three dollars (\$23.00)** for each twenty-four (24) hour period or less of standby on a regular working day.

- (a) For standby on a day of rest or on a paid holiday that is not a working day, the payment shall be ~~thirty five (\$35.00)~~ **thirty-eight dollars (\$38.00)** for each twenty-four (24) hour period or less.

Returning to the Work Location

48:02 To be eligible for standby payment, an employee designated for standby duty must be available during the period of standby at a known telephone number or location in the headquarters area at which they may be reached and must be available to return for duty as quickly as possible, normally within thirty (30) minutes, if called or contacted.

48:03 An employee on standby who is entitled to overtime compensation and who is called back to work shall be compensated in accordance with call-out provisions in addition to standby pay.

48:04 For the purpose of this Article, a twenty-four (24) hour period shall be defined as the period from 8:00 a.m. of one (1) day to 8:00 a.m. of the following day.

Working Remotely

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

~~48:056 An employee on standby who has the use of a portable computer terminal, and is required to perform work without reporting to a work location shall receive one and one-half times (1½x) the regular hourly rate of pay for all time so worked but no overtime payment shall be made for periods of work that are thirty (30) minutes or less. Minimum call back Article 24:06 would not apply.~~

~~The following language will come into effect September 21, 2014:~~

An employee on standby who has the use of a portable computer terminal, **tablet, smartphone or other mobile device** and is required to perform work without reporting to a work location shall receive a minimum of one (1) hour of overtime at one and one-half times (1½x) the regular hourly rate of pay. Minimum call back Article 24:065 would not apply. If there are additional calls received during the one (1) hour minimum period, payment for additional calls will not apply. If the time spent actually extends beyond one (1) hour, overtime will be paid for actual time spent.

48:067 Standby duty will normally be scheduled on a rotational basis for a minimum of one (1) full week with at least two (2) full weeks' notice of such schedule.

Article 49 Term Employees

49:08 Term Employees have no rights of layoff, bumping, or recall nor are they subject to being displaced or bumped during their term of employment except under the following circumstance:

Article 50 Student

50:03 Student employees shall be required to pay Union dues effective their start date and will only be eligible for the following benefits and premiums of this Collective Agreement:

- Shift Premiums
- Overtime
- Holiday
- Sick Leave
- Standby

Schedule “A” Classification / Pay Grade Alphabetical Listing

- Updated

Schedule “B” Classification / Pay Grade Numerical Listing

- Updated

Memorandum of Agreement #1

between

Manitoba Public Insurance

and

Manitoba Government and General Employees' Union

Re: Job Share Employees

General Principles Conditions

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

Eligibility

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

Initiation and Approval

- (9) **An employee** requesting **approval** to establish a job share arrangement should ~~be~~ **forward their request** to their department manager.

~~Employees who do not have a partner should contact Human Resources for a list of interested and eligible employees.~~

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

Recruitment and Promotion - Article 12

~~Vacant full-time positions may be filled by two (2) suitable internal applicants following posting and selection~~

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

- (d) If the remaining employee refuses the full-time position, the remaining employee would be deemed to have voluntarily resigned;
- (e) The job vacancy will be posted and filled as a full-time position as per Article 12.

Summary of Benefits and Conditions

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

Job Share employees ~~and part-time employees~~ will only be eligible for the benefits specifically identified in this section.

Prorating

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

Notice

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

Seniority - Article 9

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

Layoff, Bumping, Recall - Article 16

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

Compensation for Injury - Article 17

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

Bereavement Leave - Article 19

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

Maternity, Parental and Adoptive Leave - Article 20

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

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

Leave of Absence Without Pay - Article 21

- If an employee in a job sharing arrangement must be absent from work for an extended period due to long term illness, the remaining employee may be required to fill the job on a full-time basis until the other employee returns to work. The remaining employee's benefits will not change during the temporary period of full-time employment.
- Job share employees are eligible for **a leave of absence without pay related to critical illness of a child or** compassionate care leave as outlined in Article 21:089 and 21:10. The amount of leave granted under this provision is not prorated.

Leave With Pay - Article 22

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

Hours of Work - Article 23

- The daily hours of work will remain unchanged. The normal number of days worked bi-weekly will be as agreed to in the employee's individual employment agreement. Any deviations from the agreed number of days to be worked should be the exception, for example when employees are required to work during periods of high vacation usage or extended sick leave.
- Job share employees must work an entire **nine and three quarter (9 ¾)**, eight (8) or seven and one-quarter (7¼) hour shift to be eligible for shift differential as set out in Article 23:11.

Overtime - Article 24

- Job Share employees must work beyond the normal daily hours of work (i.e. 7¼, 8, 9 ¾ hours) per that classification before they are eligible for overtime pay rates as set in Article 24:01. Job share employees will be paid overtime rates as set out in Articles 24:02 and 24:03 only when they have worked at least five (5) days in a week.

Vacation - Article 25

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

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

Holidays - Article 26

- An employee will be eligible for pay for a holiday on which they do not work, provided they meet the criteria outlined in Article 26:02.
- When an employee is eligible for holiday pay or time in lieu they shall receive an amount calculated by averaging the hours worked in the four (4) week period prior to the holiday multiplied by their regular hourly rate.

Sick Leave - Article 27

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

Retiring Allowance - Article 31

- Employees with ten (10) or more years of corporate service who retire or die shall be entitled to a retiring allowance in the amount of one (1) weeks pay (thirty-six point two five [36.25] hours) for each year of accrued service or prorated portion thereof. In the event of the death of an employee, retiring allowance shall be paid to the employee's estate.
- Effective January 1, 2012, any woman who retires and has taken maternity and/or parental leave during her career shall have that time credited to her accrued service for retiring allowances purposes only.
- **Effective September 18, 2016 any man who retires and has taken parental leave during his career shall have that time credited to his accrued service for retiring allowances purposes only.**

Northern Allowance - Article 32

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

Bridging of Service - Article 46

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

Probation, Assessment and Increment Dates

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

Pay Administration

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

Supplemental Health Benefits

Extended Health:

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

Vision Care

- Three hundred twenty dollars (\$320) inclusive of eye examination.
- **Effective January 1, 2017 three hundred and seventy dollars (\$370) inclusive of eye examination.**

Ambulance/Hospital

- Same coverage as full-time employees.

Dental

- Eighty percent (80%) basic plan only; ~~(no major and orthodontic);~~ \$1,750 annual maximum based on the current Dental Fee Guide.
- **Effective January 1, 2017 Major dental: 50% coverage up to maximum of \$1,750 when combined with basic maximum.**
- **Effective January 1, 2017 Orthodontic: 50% coverage to \$2,000 lifetime maximum for dependent children only.**

Long Term Disability

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

Health Spending Account

- ~~Three hundred thirty dollars (\$330). Effective January 1, 2015:~~ Four hundred thirty dollars (\$430).
- **Effective January 1, 2017 six hundred and five dollars (\$605).**

Travel Health and Employee Assistance Program

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

Memorandum of Agreement #2
between
Manitoba Public Insurance
and
Manitoba Government and General Employees' Union

Re: Part-time Employees

Summary of Benefits and Conditions

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

Prorating

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

Notice

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

Seniority - Article 9

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

Layoff, Bumping, Recall - Article 16

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

Compensation for Injury - Article 17

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

Bereavement Leave - Article 19

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

Maternity, Parental and Adoptive Leave - Article 20

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

- **A permanent part-time employee who qualifies for parental leave may apply for parental leave SUB plan. The amount of leave granted under this provision is not prorated.**
- Part-time employees will be eligible for leave outlined in Article 20:04, such leave will be on a prorate basis calculated by multiplying the number of days the employee would qualify for by the prorating factor.

Leave of Absence Without Pay - Article 21

- Part-time employees are eligible for **a leave of absence without pay related to critical illness of child or** compassionate care leave as outlined in Article 21:08**9 and 21:10**. The amount of leave granted under this provision is not prorated.

Leave With Pay - Article 22

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

Hours of Work - Article 23

- The daily hours of work will remain unchanged. The normal number of days worked bi-weekly will be as agreed to in the employee's individual employment agreement. Any deviations from the agreed number of days to be worked should be the exception, for example when employees are required to work during periods of high vacation usage or extended sick leave.
- Part-time employees must work an entire **nine and three quarter (9 ¾)**, eight (8) or seven and one-quarter (7¼) hour shift to be eligible for shift differential as set out in Article 23:11.

Overtime - Article 24

- Part-time employees must work beyond the normal daily hours of work (i.e. 7¼, [8], **9 ¾**), hours) per that classification before they are eligible for overtime pay rates as set in Article 24:01. Part-time employees will be paid overtime rates as set out in Articles 24:02 and 24:03 only when they have worked at least five (5) days in a week.

Vacation - Article 25

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

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

Sick Leave - Article 27

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

Retiring Allowance - Article 31

- Employees with ten (10) or more years of corporate service who retire or die shall be entitled to a retiring allowance in the amount of one (1) weeks' pay (thirty-six point two five [36.25] hours) for each year of accrued service or prorated portion thereof. In the event of the death of an employee, retiring allowance shall be paid to the employee's estate.
- Effective January 1, 2012, any woman who retires and has taken maternity and/or parental leave during her career shall have that time credited to her accrued service for retiring allowances purposes only.
- **Effective September 18, 2016 any man who retires and has taken parental leave during his career shall have that time credited to his accrued service for retiring allowances purposes only.**

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

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

Pay Administration

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

Supplemental ~~ry~~ Health Benefits

Extended Health:

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

Vision Care

- Three hundred twenty dollars (\$320) inclusive of eye examination.
- **Effective January 1, 2017 three hundred and seventy dollars (\$370)** inclusive of eye examination.

Ambulance/Hospital

- Same coverage as full-time employees.

Dental

- Eighty percent (80%) basic plan only; ~~(no major and orthodontic)~~; \$1,750 annual maximum based on the current Dental Fee Guide.
- **Effective January 1, 2017 Major dental: 50% coverage up to maximum of \$1,750 when combined with basic maximum.**
- **Effective January 1, 2017 Orthodontic: 50% coverage to \$2,000 lifetime maximum for dependent children only.**

Long Term Disability

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

Health Spending Account

- ~~Three hundred thirty dollars (\$330). Effective January 1, 2015:~~ Four hundred thirty dollars (\$430).
- **Effective January 1, 2017 six hundred and five dollars (\$605).**

Travel Health and Employee Assistance Program

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

Memorandum of Agreement #3

between

Manitoba Public Insurance

and

Manitoba Government and General Employees' Union

Re: Article 23:06 - Hours of Work City of Winnipeg Service Centres: ~~1, 6, & 7~~ Main Street, Gateway and Bison

This letter confirms the agreement reached between Manitoba Public Insurance and Manitoba Government and General Employees' Union with respect to the Hours of Work for Service Centres (~~1, 6 and 7 Main Street, Gateway and Bison~~) in Winnipeg.

The shift schedule is expected to be no greater than four (4) ten and one-half (10½) hour workdays between the hours of 7:30 a.m. to 6:00 p.m. not to exceed thirty-six and a quarter (36¼) hours per week. **Employees who work a ten and one-half (10 ½) hour day shall be entitled to one (1) rest period of twenty (20) minutes for each four and one-half (4 1/2) hours of work during normal working hours. This does not apply during overtime.**

The schedule will be posted in accordance with Article ~~23:09~~ **23:12** and will consist of one (1) shift working Monday to Thursday and the second shift working Wednesday to Saturday with a rotation occurring every fourth week. **A third shift may consist of employees working five (5) workdays consisting of seven and one quarter (7.25) hours per day from Monday to Friday between the hours of 7:30 a.m. and 6:00 p.m.** Changes to the posted schedule may only be made by mutual agreement of the affected employees and the Department Manager or designate.

Weekend premium will apply for all Saturday hours worked in accordance with Article 23: ~~114~~(a).

All positions associated with the Main Street, Gateway and Bison Service Centres ~~1, 6, & 7~~ are subject to the hours outlined in Article 23:07 and the shift schedule outlined above. ~~It is anticipated that the Clerical and Estimating Supervisors and the Estimating Systems Clerk will be scheduled for seven and one quarter (7¼) hours per day, Monday to Friday between the hours of 7:30 a.m. and 6:00 p.m.~~

~~The Corporation undertakes to establish an ongoing Working Group which will include subject matter experts to assist in developing operational requirements for the Service Centres. Topics may include but is not limited to the following:~~

- ~~• Work flow procedures~~
- ~~• File handling~~
- ~~• Vacation scheduling~~
- ~~• Shift Scheduling~~
- ~~Claims processing~~

Memorandum of Agreement #4

between

Manitoba Public Insurance

and

Manitoba Government and General Employees' Union

Re: Hours of Work - Physical Damage Centre

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

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

Have a hire date after November 1, 2001; or

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

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

- Hours of operation will be 8:30 a.m. to 5:00 p.m. Monday to Saturday.
- Daily hours of work will be seven and one-quarter (7¼) hours.
- Hours of work for full-time employees will be thirty-six and one-quarter (36¼) hours per week with two (2) days off per week, one (1) of which shall be Sunday.
- The Corporation will give two (2) consecutive days off, one (1) of which will be Sunday.
- The initial Saturday schedule will include a minimum of three (3) term estimators. Subsequent schedules will be subject to operational needs as determined by the Corporation.
- Where the Corporation finds it necessary to schedule employees on a holiday, such scheduling will be done on an equitable basis.
- Sunday will be considered the second day of rest for overtime purposes.
- Employees will not be required to work split shifts.
- Schedules for a period of not less than four (4) weeks will be posted at least two (2) weeks before the beginning of the period scheduled.
- Except for emergencies, changes to the posted schedule may only be made by mutual agreement of affected employees and department manager or designate.

- Affected employees will be provided thirty (30) days notice prior to their assignment to any hours schedule established pursuant to this Memorandum.
- Where the terms of the Memorandum of Agreement conflict with any provisions of the Collective Agreement these specific provisions shall prevail.
- Incumbents in the above captioned classifications hired prior to November 1, 2001 will not be involuntarily transferred into positions subject to the above conditions.
- Incumbents in the above captioned classifications hired prior to November 1, 2001, located at the Physical Damage Centre as at the date of signing of this memorandum will not be involuntarily transferred to other work locations in order to create a position subject to Saturday scheduling.
- Successful applicants to posted vacancies at the Physical Damage Centre after January 31, 2003, the signing date of the original Memorandum are subject to subsequent transfers in accordance with the terms of the Collective Agreement.

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

Memorandum of Agreement #5

between

Manitoba Public Insurance

and

Manitoba Government and General Employees' Union

Re: Information Technology (IT) Market Supplements

This letter confirms the agreement reached between Manitoba Public Insurance and Manitoba Government and General Employees' Union with respect to the **extension of the market supplement to ~~September 17, 2016~~ September 16, 2017 for classifications currently receiving supplements as outlined below:**

<u>Classification</u>	<u>Pay Grade</u>	<u>Supplement</u>
Analyst	12	7%
Corporate Application Architect	14	10%
Data Architect	14	7%
IT Analyst	12	7%
Information Architect	14	10%
Information Systems Auditor	14	7%
Project Coordinator	14	7%
Senior Analyst	14	7%
Senior IT Analyst	14	7%
Senior IT Support Analyst	11	3%
Supervisor, IT Services	15	7%

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

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

The remaining classifications noted above, as well as other related IT classifications, will form part of this assessment. ~~a further review and analysis of the appropriateness of the market supplement early in 2016 in preparation for discussion and review with the Union prior to the expiry of the Collective Agreement.~~

Memorandum of Agreement #6

between

Manitoba Public Insurance

and

Manitoba Government and General Employees' Union

Re: Temporary Assignments - Contact Centre

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

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

Memorandum of Agreement #7

between

Manitoba Public Insurance

and

Manitoba Government and General Employees' Union

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

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

The Corporation agrees to conduct a review regarding the possibility of changing the lunch period from one and one-quarter (1¼) hours to the three-quarters (¾) of an hour at the Physical Damage Centre and rural claims / service centres during the term of this Collective Agreement.

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

Memorandum of Agreement #8

between

Manitoba Public Insurance

and

Manitoba Government and General Employees' Union

Re: Union Orientation

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

~~The Corporation will work with the Union during the first year following ratification to provide an opportunity for the Union to meet with the new employees either, in concert with the Human Resources Orientation for employees or with another opportunity on site during non-working time.~~

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

Memorandum of Agreement #10

between

Manitoba Public Insurance

and

Manitoba Government and General Employees' Union

Re: Estimator Training Program

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

The terms and conditions of the program are as follows:

1. Each individual hired into the program as an Estimator Trainee shall be required to formally register as an apprentice in the provincial apprenticeship program and will be subject to all terms and conditions as set out by the Province of Manitoba Apprenticeship and Trades Qualifications Board, including school attendance and performance standards.
2. Estimator Trainees are expected to successfully complete the formal schooling, exams and on-the-job training within the established timeframes through the four (4) year apprenticeship program.
3. If the individual is removed from the provincial apprenticeship program their employment will be terminated.
4. The Corporation will provide the required on-the-job training, tools, protective clothing, education costs, and wages while attending formal schools. Any additional costs will be at the discretion of the Corporation.
5. Individuals will progress through the program in accordance with the salary schedule outlined in the in-scope pay plan.
6. Individuals currently enrolled in the apprenticeship program and who are hired into the Estimator Training program will be placed at the level commensurate with their formal training and experience.
7. Progression through the program and being awarded increments will be dependent upon satisfactory performance, successfully meeting the academic requirements and appropriate technical training.
8. Upon successful completion of the apprenticeship program, achieving their certified journeyman qualification, and ~~providing they have~~ with satisfactory performance, the Estimator Trainee will progress to the Associate Estimator classification (Step I).

9. In the Associate Estimator classification, the individual will be expected to work under supervision and rotate as required to various locations and work the hours established for that location until the **Associate Estimator** ~~they~~ secures a permanent position.
10. It is expected that the individual will progress to the Estimator classification (Step 1) within two (2) years in the Associate Estimator classification.
11. If the individual is not performing at the expected level or they require additional training at the training centre, they will be held in the Associate Estimator classification and progress to Step II.
12. If after two (2) years in the Associate Estimator role the individual is deemed not capable of progressing to the Estimator classification, their ongoing employment will be reviewed.
13. Upon achieving the Estimator classification, individuals will be placed at a location of the Corporation's choice in a permanent Estimator assignment without posting and will be expected to work the hours of work at that location.

Memorandum of Agreement #11

between

Manitoba Public Insurance

and

Manitoba Government and General Employees' Union

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

This Memorandum confirms the agreement between Manitoba Public Insurance and the Manitoba Government and General Employees' Union with respect to the **requirements for employees, who committed to upgrading their educational qualifications or participating in the RPL process for employees applying for, or selected to, positions in Injury Claims Management (ICM) prior to March 31, 2015.**

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

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

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

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

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

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

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

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

Memorandum of Agreement #12

between

Manitoba Public Insurance

and

Manitoba Government and General Employees' Union

Re: Medical Fitness Administrator Market Supplements

This letter confirms the agreement reached between Manitoba Public Insurance and Manitoba Government and General Employees' Union with respect to the ~~extension of market supplement for the Medical Fitness Administrator classification to September 17, 2016.~~

The Manitoba Public Insurance rates of pay for the Medical Fitness Administrator classification shall be ~~are intended to be no greater than~~ **supplemented to meet ninety-five percent (95%) one-hundred percent (100%) of the Year five (5) (sixth (6th) step)** rate of pay of the Manitoba Nurses Union (MNU) ~~Agreement rates of pay~~ for similar positions and functions.

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

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

~~The Corporation will conduct a further review and analysis of the appropriateness of the market supplement early in 2016 in preparation for discussion and review with the Union prior to the expiry of the Collective Agreement.~~

Memorandum of Agreement #13

between

Manitoba Public Insurance

and

Manitoba Government and General Employees' Union

Re: Article 43 – Contracting Out

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

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

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

Memorandum of Agreement #14

between

Manitoba Public Insurance

and

Manitoba Government and General Employees' Union

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

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

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

To enable this transition to be organizationally feasible,

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

~~The new permanent full-time and .8 positions will be posted corporate wide as an open competition and subject to the following qualifications:~~

- ~~• To be considered qualified the applicant must have MPI CC experience and have completed the CCA1 training program.~~
- ~~• Current performance selection standards as currently being used in the CC will apply.~~

Memorandum of Agreement #NEW
between
Manitoba Public Insurance
and
Manitoba Government and General Employees' Union

Re: Uniforms and Protective Clothing – Extreme Hot Weather

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

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

Memorandum of Agreement #NEW
between
Manitoba Public Insurance
and
Manitoba Government and General Employees' Union

Re: December 31

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

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

Memorandum of Agreement #NEW

between

Manitoba Public Insurance

and

Manitoba Government and General Employees' Union

Re: Hours of Work – Repair Shop Support Position(s)

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

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

Memorandum of Agreement #NEW

between

Manitoba Public Insurance

and

Manitoba Government and General Employees' Union

Re: Apprenticeship Program

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

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

Memorandum of Agreement #NEW
between
Manitoba Public Insurance
and
Manitoba Government and General Employees' Union

Re: Hours of Work Total Loss Unit

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

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

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

The working hours will be between:

Monday through Thursday	8:30 a.m. – 8:00 p.m.
Friday	8:30 a.m. – 5:00 p.m.
Saturday	8:00 a.m. – 4:00 p.m.

Duration of lunch breaks will be one and a quarter (1 ¼) hours Monday through Friday and forty-five (45) minutes on Saturday.

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

Memorandum of Agreement #NEW
between
Manitoba Public Insurance
and
Manitoba Government and General Employees' Union

Re: Workload

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

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

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

Memorandum of Agreement #NEW
between
Manitoba Public Insurance
and
Manitoba Government and General Employees' Union

Re: Employment Security

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

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