

# **Collective Agreement**

*between*

**Manitoba Agricultural Services Corporation**

**(Adjustors')**

*and*

**Manitoba Government and General Employees' Union**

**Locals 359, 360, 361 and 362**

**March 22, 2014 - March 29, 2019**

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

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\*All Changes appear in **bold**.

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

### **Article 1 Interpretation**

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

- (a) “Anniversary Date” means the date on which the employee is hired into a position with the Corporation.
- (b) “Agreement” means this Agreement which shall be referred to as the Manitoba Agricultural Services Corporation Adjustors’ Collective Agreement.
- (c) “Classification” means a group of positions having duties and responsibilities so similar that the same or like qualifications may reasonably be required and the same pay rates can be reasonably applied to all the positions in that group.
- (d) “Corporation” means the Manitoba Agricultural Services Corporation, or any authorized officer(s) designated by the Corporation to act on its behalf, and of whom the Union has been duly notified.
- (e) “Dismissal” means the removal for disciplinary reasons from a position of employment for just cause.
- (f) “Employee” means an individual employed by the Corporation within the scope of this Agreement for the purpose of Corporation insurance adjustment and related work.

- (g) “Overtime” shall mean overtime authorized by the Corporation and where the term “overtime” is used in this Agreement, it shall mean “authorized overtime”.
- (h) “Position” means a position of employment with the Corporation, in this bargaining unit.
- (i) “Promotion” means a change of employment from one classification to another having a higher maximum salary.
- (j) “Steward” means an employee elected or appointed by the Union who is authorized to represent the employee(s) and/or the Union.
- (k) “Transfer” means the removal of an employee from a position in a classification and appointing the employee to another position in the same classification or to another position in a different classification having the same maximum rate of pay.
- (l) “Union” means the Manitoba Government and General Employees’ Union.

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

## **Article 2 Recognition**

**2:01** The Corporation recognizes the Manitoba Government and General Employees’ Union as the sole and exclusive bargaining agent for all employees who are employed in classifications as set out in the Salary Schedule of this Agreement and covered under Certificate No. MLB-4919 issued under The Labour Relations Act by the Manitoba Labour Board.

## **Article 3 No Discrimination**

**3:01** The parties hereto agree that there will be no discrimination against any employee covered by this Agreement, by the Corporation or the Union,

because of race, nationality, religion, colour, sex, age, marital status, ethnic or national origin, political beliefs or membership in the Union.

#### **Article 4 Term of Agreement**

**4:01** This agreement shall become effective from and including **March 22, 2014** and shall continue in effect up to and including **March 29, 2019** and shall remain in full force and effect from year to year thereafter unless written notice to negotiate a renewal or revision is given by either party as per Article 4:03. During the period required to negotiate a renewal or revision and renewal of this Agreement, the Agreement shall remain in full force and effect without change.

#### **4:02 Changes in Agreement**

Any changes deemed necessary in this Agreement may be made by mutual agreement of both parties during the existence of this Agreement.

#### **4:03 Notice of Renewal**

Either party desiring to propose changes or amendments to this Agreement shall, between the period of thirty (30) days and ninety (90) days prior to the termination date, submit a copy of the proposed changes to the other party. These time limits may be changed by mutual agreement between the parties hereto.

**4:04** Within ten (10) working days after receipt of such notice or such time as may be mutually agreed upon, the other party is required to enter into negotiations for renewal or revision of the Agreement.

#### **Article 5 Application of Agreement**

**5:01** This Agreement shall apply to all employees of the Corporation covered by Certificate No. MLB-5766 except those employees covered by Certificate Numbers. MLB-5788, 2831 and all new employees in accordance with Article 5:02.

**5:02** All new employees shall be excluded from the terms and conditions of this Collective Agreement during their first four hundred (400) hours of work except that they shall be paid in accordance with the Salary Schedule and they shall receive vacation pay in accordance with Article 20 - Vacation.

Upon completion of four hundred (400) hours of work, a new employee shall be deemed to be covered by the terms and conditions of this Collective Agreement and these hours worked shall count towards the employee's probationary period.

### **Article 6 Management Rights**

**6:01** All the functions, rights, personnel pay practices, powers and authority which the Corporation has not specifically abridged, delegated or modified by this Agreement are recognized by the Union as being retained by the Corporation.

**6:02** In administering this Agreement, the Corporation shall act reasonably, fairly, in good faith and in a manner consistent with the Agreement as a whole.

### **Article 7 Union Security**

**7:01** Employees who come under the scope of this Agreement shall have an amount equal to the current bi-weekly Union dues deducted by the Corporation from each bi-weekly pay. Such dues shall be forwarded to the Union monthly together with a list of the name of each employee who has paid dues, employee number, and reflecting the amount of bi-weekly dues so deducted from the employee. For new employees, the payroll deduction of dues shall commence effective the first pay period the employee receives a pay cheque. Dues shall be deducted as specified by the Union to the Employer.

**7:02** The Union shall notify the Corporation in writing of any changes in the amount of dues at least two (2) weeks prior to the beginning of the pay period in which the deductions are to be made.

- 7:03** The Union agrees to indemnify and save the Corporation harmless against any claim or liability arising out of the application of this article except for any claim or liability arising out of an error committed by the Corporation.
- 7:04** The Corporation shall provide in writing to the Union, not later than ninety (90) days preceding the expiry of this Agreement, the following information for each employee:
- (a) Name;
  - (b) Classification;
  - (c) Current rate of pay.
- 7:05** The Corporation agrees to allow the Union use of space on Insurance Agency bulletin boards for the purpose of posting official Union information relating to business affairs, meetings, and social events provided the information does not contain anything that is adverse to the interests of the Corporation. The Corporation or designate shall have the right to refuse to post or remove the posting of any information.

### **Article 8    Amendment to Salary Schedule**

- 8:01** During the term of this Agreement, amendments to the Salary Schedule of this Agreement resulting from the introduction of a new classification or amendments in respect of exclusions from the terms of the Agreement shall only be determined through negotiation between the parties hereto.
- 8:02** If it is necessary for the purpose of recruitment or retention to effect an upward adjustment to the pay range of an established classification, the Corporation shall advise the Union in writing and may amend the pay plan to give effect to the required change. In no case shall such pay range be less than that already existing for the classification.

## Article 9 Recruitment and Selection

- 9:01** Management shall recruit and appoint without competition to the Adjustor and Senior Adjustor position levels based on satisfactory performance, training and completion of the requisite amount of adjusting work at each level.
- 9:02** The Corporation shall, whenever possible, fill vacancies at the Team Leader levels by promotion from within its present staff on the basis of ability, prior work performance, qualifications and seniority. Where ability, prior work performance and qualifications are relatively equal, seniority shall be the determining factor. Where a vacancy at the Team Leader level occurs or a new position is created, the Corporation shall take reasonable steps to notify all employees of the vacancy or new position. Normally a notice of vacancy shall be posted for a period of not less than ten (10) days prior to an appointment.
- 9:03** The Corporation shall, whenever possible, fill vacancies at the Senior Team Leader levels by promotion from within the Team Leaders in the applicable Region on the basis of ability, prior work performance, and qualifications. Where ability, prior work performance and qualifications are relatively equal, seniority shall be the determining factor. Where a vacancy at the Senior Team Leader level occurs or a position is created with Senior Team Leader duties, the Corporation shall take reasonable steps to notify all eligible employees of the vacancy or new position. Normally a notice of vacancy shall be posted for a period of not less than ten (10) days prior to an appointment.
- 9:04** Where, in the opinion of the Corporation, response to a vacancy that has been posted fails to provide a suitable qualified candidate from within its present staff, the Corporation shall be at liberty to fill the vacancy in any manner it chooses.
- 9:05** Wherever possible, the Corporation shall endeavour to fill any vacancy within a reasonable period following the time after such vacancy has been posted.

**9:06** An employee who is notified that he or she is an unsuccessful applicant for a vacant position shall be supplied with the reasons for non-acceptance within ten (10) days of making a written request to the Corporation. Such a request shall be made within ten (10) days of receipt of the notification that the employee was an unsuccessful applicant. An employee who has been given the reasons for non-acceptance verbally, may then request that the reasons be provided in writing and the reasons shall be provided in writing by the Corporation. provided the employee applies in writing to the Corporation requesting said reasons within ten (10) working days of receipt of the notification that he or she is an unsuccessful applicant.

### **Article 10 Probation**

- 10:01** Every person appointed to a position within the bargaining unit shall be on probation for a period of 800 working hours or for such longer period as may be established by the Corporation, such period shall not exceed 1,600 hours. At any time during this probationary period, an employee may be rejected by the Corporation.
- 10:02** An employee who is rejected during the probationary period may grieve the rejection at Step 2 of the grievance procedure within ten (10) working days from the date the employee received notice of the rejection. The Chief Executive Officer or designate shall hold a hearing to discuss the grievance with the employee. The decision at Step 2 shall be final for such grievances.
- 10:03** An employee who is rejected during the employee's probationary period shall be provided with two (2) weeks' notice or payment in lieu thereof.
- 10:04** Where an employee is rejected during probation following a promotion, every reasonable effort will be made to return the employee to the employee's former classification.
- 10:05** Upon successful completion of the employee's probationary period, an employee shall be recognized as being employed by the Corporation and available for work from year to year.

This recognition is not in and of itself a guarantee of work assignments for the employee and is subject to the terms and conditions of this Collective Agreement.

### **Article 11 Acting Status**

- 11:01** Where the Corporation certifies that a person employed in one position has temporarily taken over and has continued to perform for ten (10) or more consecutive working days, the full duties and responsibilities of some other position having a higher grade of pay, the employee shall be appointed temporarily to that other position with acting status, and shall be paid at the rate of pay for that other position from the date of taking over the duties and responsibilities of that other position until the temporary appointment is revoked; and upon the temporary appointment being revoked, the employee shall, unless appointed or promoted to some other position, revert to the employee's original position and be paid the rate of pay for the original position that would be paid if the employee had never held the temporary appointment.
- 11:02** For purposes of interpretation, "the full duties and responsibilities" means all of the duties and responsibilities that would have been performed by the incumbent during the period in which the employee has been replaced.

### **Article 12 Availability for Work and Assignment of Work**

- 12:01** Adjusting staff shall notify their Team Leader, at least weekly, of their availability for work. Employees' names shall be placed on a regional availability for work list. The onus will be on the employee to advise the Team Leader of changes to their availability, including any restrictions to their availability, (travel, weekend, holidays, length or time of work day, etc.).
- 12:02** The Team Leader or the Team Leader's designate shall provide first consideration for new work assignments on a rotational basis to employees on the regional availability work list. Assignment of work on a rotational basis shall be subject to operational requirements and management's assessment of

such factors as location and type of work to be undertaken, adjustor's residence, classification, skills, abilities and work experience, and the employee's indicated availability.

- 12:03** Notwithstanding the above, an employee who has not accepted any work assignment for one (1) calendar year shall be regarded as terminated with the Corporation unless otherwise approved by the Corporation for employment continuation.
- 12:04** Assignment of work shall not be arbitrable during the life of this Agreement. An employee who is concerned about the assignment of work should first contact the Team Leader. Failing a resolve of the employee's concern, an employee may only grieve assignment of work issues as a working condition grievance in accordance with Article 16:03 - Grievance Procedure of this Collective Agreement. The final determination on the assignment of work is the right of the Corporation.

### **Article 13 Resignations**

- 13:01** An employee who resigns from the Corporation shall give two (2) weeks' written notice of resignation to the Corporation and shall be available to work as required by the Corporation during this notice period.
- 13:02** All materials, equipment, keys, etc., belonging to the Corporation are to be returned by the employee at the time of resignation.

### **Article 14 Severance Pay**

- 14:01** Employees with 18,720 regular hours worked whose services are terminated as a result of retirement in accordance with the provisions of The Civil Service Superannuation Act, shall be paid severance pay in the amount of one (1) week's pay for each 2080 regular hours worked or portion thereof rounded to one decimal place, but the total amount of severance pay under this Article shall not exceed fifteen (15) weeks' pay.

Example: an employee with 22,187 regular hours worked divided by 2080 regular hours equals 10.7 week's pay.

**14:02** In addition to the severance pay set out in Article 14:01, employees who retire in accordance with the provisions of The Civil Service Superannuation Act will also be eligible for the following severance pay:

- (a) For employees with 41, 600 regular hours worked, an additional two (2) weeks' pay;
- (b) For employees with 52,000 regular hours worked, two (2) weeks' pay in addition to the amount in Article 14:02 (a);
- (c) For employees with 62, 400 regular hours worked, two (2) weeks' pay in addition to the amount in Articles 14:02 (a) and (b);
- (d) For employees with 72, 800 regular hours worked, two (2) weeks' pay in addition to the amounts in Articles 14:02 (a), (b) and (c).

**14:03** In the case of employees with 18,720 regular hours worked whose services are terminated as a result of death, the employees' estate shall be paid severance pay in the amount of one (1) week's pay for each complete year of continuous employment or portion thereof rounded to one decimal place, but the total amount of severance pay shall not exceed fifteen (15) weeks' pay.

Example: an employee with 22,187 regular hours worked divided by 2080 regular hours equals 10.7 week's pay.

**14:04** An employee who is eligible to receive severance pay in accordance with this Article may elect to receive the severance pay in two payments provided both payments occur within the same fiscal year as the effective date of the retirement.

**14:05** The term "week's pay" referred to in this Article shall be based on the hourly rate of pay which was in effect for the employee at the time of retirement or death multiplied by 40.

**Article 15 Disciplinary Action**

- 15:01** No employee shall be disciplined without just cause.
- 15:02** Where disciplinary action of an employee is necessary, the Corporation make take such disciplinary action, including suspension or dismissal as is warranted
- 15:03** Where the Employer schedules an investigatory meeting regarding an employee's conduct, the Employer shall advise the employee that his or her conduct is the subject of the investigation. The employee will be provided with reasonable notice of the meeting and advised of his or her right to have a Union Representative attend the meeting. It is the employee's responsibility to arrange attendance by a representative of the Union.
- 15:04** Where a meeting is scheduled by the Employer to impose disciplinary action, the employee shall be advised that the meeting is a disciplinary meeting and shall be provided with reasonable notice of the meeting. The employee shall be advised that he/she has the right to have a Union representative at the meeting. It is the employee's responsibility to arrange attendance by a representative of the Union.
- 15:05** Where the Employer issues disciplinary action in writing, the Employer shall normally meet with the employee to communicate the areas of concern and the remedial action expected. Where the written disciplinary action is provided to the employee in a meeting, the employee shall sign a copy of the document only to confirm receipt of the disciplinary action. All disciplinary actions which are confirmed in writing shall be placed on the employee's file. A copy of the disciplinary action shall also be provided to the employee.
- 15:06** An employee may grieve any disciplinary action according to the grievance procedure. Grievances concerning demotion, suspension or dismissal shall be initiated at Step 2 of the grievance procedure.

- 15:07** The person or board to whom a grievance is made may:
- (a) Uphold the disciplinary action;
  - (b) Vary the disciplinary action; or
  - (c) Determine that no disciplinary action is warranted, and remove any document pertaining to the disciplinary action from the employee's file.
- 15:08** **No notice or payment in lieu thereof is required where an employee is dismissed.**

### **Article 16 Grievance Procedure**

- 16:01** The parties to this Agreement recognize the desirability for prompt resolution of grievances through an orderly process without stoppage of work or refusal to perform work.
- 16:02** A grievance is defined as a complaint in writing concerning:
- (a) The application, interpretation, or alleged violation of an article of this Agreement, signed Memorandum of Agreement or an approved written policy respecting conditions of employment; and,
  - (b) The dismissal, suspension, demotion or written reprimand of an employee.
- The above categories of grievances can be processed up to and including Step 3 of the Grievance Procedure.
- 16:03** Notwithstanding Article 16:02, an employee may complain or grieve on any unsatisfactory working condition up to and including Step 2 of the Grievance Procedure. The decision at Step 2 shall be final for such grievances.
- 16:04** Where a grievance has been initiated and the nature of the grievance is such that it has or potentially could have widespread application affecting a number of employees: and where as a result, the Union deems it impractical that each affected employee grieve separately, the Union shall have the right

to present a group grievance on those matters as defined in Article 16:02 (a). Such group grievances shall be presented directly to the Chief Executive Officer of the Corporation within twenty (20) calendar days of the date of the action giving rise to the grievance.

- 16:05** (a) Where either party to this Agreement disputes the general application, interpretation or alleged violation of an article of this Agreement, signed Memorandum of Agreement or an approved written policy respecting conditions of employment, either party may initiate a policy grievance. Such grievances initiated by the Union shall be made to the Chief Executive Officer of the Corporation and such grievances initiated by the Corporation shall be made to an Executive Officer of the Union, and in either case shall be within twenty (20) calendar days from the date either party became aware of the action giving rise to the grievance.
- (b) Where the parties fail to resolve a grievance under Article 16:04 or Article 16:05 (a), either party may refer the grievance to Step 3 of the Grievance Procedure. It is agreed and understood that grievances which have been submitted and dealt with as individual grievances may not subsequently be submitted as a policy grievance.
- (c) Notwithstanding Article 16:07, a grievance filed under Article 16:05 (a) shall not require the signature of an employee.
- 16:06** If an employee or the Union fails to initiate or process a grievance within the prescribed time limits, the grievance will be deemed to be abandoned and all rights of recourse to the Grievance Procedure for that particular grievance shall be at an end. If management fails to reply to a grievance within the prescribed time limits, the employee or the Union may process the grievance to the next step. Either party may request an extension of the time limits providing such extension is requested prior to the expiry of the time allowed. An extension, if requested, shall not be unreasonably withheld.
- 16:07** Wherever possible, the grievance shall be presented on the Official Grievance Form. A written description of the nature of the grievance and the redress

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

- 16:08** It is mutually agreed that an effort shall be made to resolve complaints through discussion before a written grievance is initiated. The aggrieved employee shall have the right to have a Steward present at such a discussion. When a grievance cannot be presented in person at any step, it may be transmitted by registered mail.
- 16:09** An employee has the right to representation by a Union Steward and/or Union representative at any step of the Grievance Procedure.

### **Step 1**

Within twenty-eight (28) calendar days after the date upon which the employee was notified orally or in writing, or on which the employee first became aware of the action or circumstances giving rise to the grievance, the employee shall present the grievance with the redress requested to the Vice President or designate. The Vice President or designate shall sign for receipt of the grievance and if the nature of the grievance is such that the Vice-President or designate is authorized to deal with it, he or she shall issue a decision in writing to the employee and to the Union within twenty-one (21) calendar days. If the nature of the grievance is such that a decision cannot be given below a particular level of authority, the Vice-President or designate shall forward the grievance to the appropriate authority at the appropriate step of the Grievance Procedure and so inform the employee and the Union. The time limits and the procedures of the appropriate step shall then apply. The Corporation official may discuss the grievance with the employee and the Union before giving a decision on the grievance.

### **Step 2**

If the grievance is not resolved satisfactorily at Step 1, the employee shall have the right to submit the same grievance and the redress requested to the Chief Executive Officer within twenty-one (21) calendar days of the receipt of the decision at Step 1. The Chief Executive Officer shall sign for receipt of the grievance and issue a decision in writing to the employee and to the Union within twenty-one (21) calendar days of receipt of the grievance. The Chief Executive Officer may hold a hearing to discuss the grievance with the employee, Steward and/or Union representative before giving a decision on the grievance.

### **Step 3**

Where the decision of the Chief Executive Officer or designate at Step 2 does not satisfactorily resolve the grievance, the same grievance and redress requested may be submitted to Arbitration in accordance with Article 17:01 - Arbitration Procedure, providing the category of grievance is such as is defined in Article 16:02 of this article. The decision of the Arbitration Board shall be final and binding for all such grievances.

**16:10** Subject to Article 16:09 Step 3, an employee or the Union may withdraw a grievance at any step of the grievance/arbitration procedure by giving written notice to the Corporation. An employee may abandon a grievance by not processing it within the time limits.

All grievances require approval of the Union prior to being processed to Arbitration - Step 3 of Article 17.

**16:11** A grievance arising from a selection dispute or from the demotion, suspension or dismissal of an employee shall be initially presented at Step 2 of the Grievance Procedure.

**16:12** Notwithstanding Article 16:02 (b), the assignment of work and the rejection of a new employee on probation is not arbitrable.

**16:13** Classification disputes shall be channelled directly to Step 3 of the Grievance Procedure.

**Article 17 Arbitration Procedure**

- 17:01** (a) No matter may be submitted to arbitration until all the applicable provisions in this Agreement for settlement of disputes have been exhausted.
- (b) Where a difference arises between the parties hereto relating to a matter which is identified in Article 17:02 as being arbitrable, either of the parties may, within twenty-eight (28) calendar days from the receipt of the decision at Step 2, notify the other party in writing of its desire to submit the matter to arbitration.
- (c) Where the party initiating the arbitration proceedings wishes to request arbitration by a single arbitrator, the notice referred to in Article 17:01(b) above shall so state.
- (i) Where the party who receives the notice accepts the request for a single arbitrator, the parties will attempt to reach agreement on the selection of a single arbitrator within twenty-eight (28) calendar days.
- (ii) Where the party who receives the notice rejects the request for a single arbitrator or where the parties have failed to reach agreement on the selection of a single arbitrator within twenty-eight (28) calendar days, the party initiating the arbitration proceedings may submit the name of its appointee to the Arbitration Board within fourteen (14) calendar days.
- (iii) Where the parties have agreed to a single arbitrator, the single arbitrator shall be considered to be an Arbitration Board for purposes of this Article.
- (d) By mutual agreement between the parties, the grievance matter may be referred to a mediator chosen by the parties or the parties may appoint the single arbitrator, chosen in accordance with Article 17:01 (c), as a mediator/arbitrator. If referred to a mediator, the arbitration hearing

date shall be established independent of the mediation process. The mediation must be completed prior to the commencement of the arbitration. If the single arbitrator is appointed as a mediator/arbitrator, the matter shall be heard as a mediation/arbitration.

- (e) Where the party initiating the arbitration proceedings wishes to request arbitration by a three-person board, the notice referred to in Article 17:01 above shall contain the first party's appointee to the Arbitration Board. The following procedure will then apply:
  - (i) The party who receives the notice shall, within fourteen (14) calendar days of receiving the notice, name an appointee to the Arbitration Board and notify the other party in writing of such appointee;
  - (ii) The two (2) members of the Arbitration Board named by the parties shall, within fourteen (14) calendar days of the appointment of the second of them, appoint a third member of the Arbitration Board who shall be the Chairperson thereof;
  - (iii) If either party fails to appoint its member to the Board as provided above or where the two (2) appointees of the parties fail to agree on the appointment of a third member within the time specified, the Minister of Labour and Immigration shall appoint a member to the Board on behalf of the party failing to make the appointment or the third member and Chairperson of the Board as the case requires.
- (f) Where the matter is submitted to the Arbitration Board, the Arbitration Board shall commence hearings within fourteen (14) calendar days, or as soon thereafter as reasonably possible, of the matter being submitted to the Board and shall hear evidence and argument submitted by or on behalf of the parties relevant to the matter submitted and shall make a decision thereon in the form of an award of the Arbitration Board.

- (g) The Chairperson and one (1) other member are a quorum; but, in the absence of a member, the other members shall not proceed unless the absent member has been given reasonable notice of sitting.
- (h) The Arbitration Board shall hear and determine the difference of allegations and shall issue a decision, which decision shall be final and binding and enforceable upon the parties and upon any employee or employees affected by it.
- (i) The Arbitration Board may summon before it any witnesses and require them to give evidence on oath, orally or in writing, and to produce such documents and evidence as the Arbitration Board deems requisite to the full investigation and consideration of the matters referred to it.
- (j) The chairperson shall submit a report on the findings and the decision of the Board within fourteen (14) calendar days, or as soon thereafter as reasonably possible, following the completion of the hearing to:
  - (i) The Chief Executive Officer of the Manitoba Agricultural Services Corporation;
  - (ii) The grievor;
  - (iii) The Manitoba Government and General Employees' Union.
- (k) Any of the time limits referred to above may be extended by mutual agreement of the parties hereto.
- (l) The decision of the majority shall be the decision of the Arbitration Board, but if there is no majority, the decision of the Chairperson shall be the decision of the Board.
- (m) The Arbitration Board shall not have the power to add to, subtract from or modify or alter in any way the provisions of this Agreement or any approved written policy respecting conditions of employment.
- (n) The Chairperson shall expressly confine himself or herself to the precise issue submitted to the Arbitration Board, and shall have no authority to

make a decision and/or recommendation on any other issue not so submitted to the Board.

- (o) Where the Arbitration Board determines that an employee has been dismissed or otherwise disciplined by the Corporation for just cause, and provided the Collective Agreement does not provide a specific remedy or penalty for the cause of the dismissal or disciplinary action, the Arbitration Board may substitute such other penalty or remedy in lieu of dismissal or the disciplinary action as the Board deems just and reasonable under the circumstances.
- (p) The expenses incurred by and in respect of an Arbitration Board shall be paid as follows:
  - (i) The parties to the arbitration shall each pay an equal portion of the remuneration and expenses of the Chairperson of the Arbitration Board;
  - (ii) Each party to the arbitration shall pay the remuneration and expenses of the member of the Arbitration Board named or appointed by or on behalf of that party;
  - (iii) Each party to the arbitration shall pay the fees and expenses of witnesses called by that party to give evidence before the Arbitration Board;
  - (iv) Each party to the arbitration shall pay the fees and expenses of any counsel appearing before the Arbitration Board on behalf of that party;
  - (v) The parties to the arbitration shall pay an equal portion of other costs and expenses incurred by the Arbitration Board in conducting the arbitration.

## Article 18 Hours of Work and Overtime

- 18:01** Employees shall be paid at straight time for each hour worked on any one (1) day.
- 18:02** Employees covered by this Agreement are recognized as eight (8) hour day employees. This recognition is for the purpose of overtime calculation and shall not be construed as a guarantee of hours of work.
- 18:03** Employees shall be paid at the rate of time and one-half ( $1\frac{1}{2}x$ ) for every hour worked over the monthly average.
- 18:04** The monthly average shall be determined by multiplying the number of business days in the month (number of days less statutory holidays, Saturdays and Sundays) by eight (8) hours. **Christmas Eve shall not be included in this calculation.**
- 18:05** With prior approval of the Adjusting Regional Co-ordinator, an employee may be assigned to work at an insurance agency office. In this situation, the employee will observe and work the agency office hours of work, and shall be compensated on the basis of eight (8) hours pay for each complete seven and one-quarter ( $7\frac{1}{4}$ ) hours worked each day.
- An employee who works less than seven and one-quarter ( $7\frac{1}{4}$ ) hours shall only be compensated for all time worked.
- The employee will be credited with the employee's hours worked for the purposes of the overtime calculation in Article 18:04.
- 18:06** Employees will be entitled to two (2) paid rest periods of fifteen (15) minutes each day at such time as may be specified by the Corporation. Any meal periods are without pay.
- 18:07** Unless otherwise designated by the Corporation, an employee's residence is recognized as the employee's work headquarters.
- An employee's wages and expenses shall be calculated from the employee's work headquarters and return unless otherwise stipulated in this Agreement.

In situations where the Corporation designates an alternate work headquarters for an employee, that employee shall be entitled to claim all authorized travel time and expenses between the employee's residence and this work headquarters at the applicable rates and in accordance with this Collective Agreement.

- 18:08** All authorized travel time will be counted as hours worked for the purpose of the calculation of overtime in Article :03 above.
- 18:09** All authorized travel time to and from Corporation meetings or courses or to and from work will be compensated at the applicable rates.
- 18:10** Subject to Article 18:11, all authorized overtime will be compensated by paying the employee for all hours worked at the applicable overtime rate.
- 18:11** Overtime may, at the discretion of the employee, be accumulated to a maximum of **two hundred and one (201)** hours (i.e. **one hundred and thirty-four (134)** overtime hours) in a fiscal year and may be compensated by the granting of paid days in lieu of overtime based on an eight (8) hour work day. Such time shall be taken consecutive and contiguous to work assignments for which the employee received regular or overtime pay. **The process of banking hours from year to year shall continue without giving notice unless provided in writing to discontinue the practice.** All banked overtime not taken in lieu by March 31 of the fiscal year will be paid out in accordance with Article 18:10 above.

**The Employer agrees to notify employees once in writing of the change to the practice as per Article 18.11.**

## **Article 19    Holidays**

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

New Year's Day	Civic Holiday
Louis Riel Day	Labour Day
Good Friday	Thanksgiving Day
Easter Monday	Remembrance Day
Victoria Day	Christmas Day
Canada Day	Boxing Day

And any other holiday proclaimed by Federal or Provincial Statute.

- 19:02** Corporation offices shall be closed at one o'clock in the afternoon on December 24 when that day is a normal working day. Adjustors who have been pre-authorized to work on December 24 by the Manager of Claim Services or designate, and who work a minimum of five (5) hours shall have this day considered as a full working day for purposes of calculation.
- 19:03** An employee is entitled to pay for the holidays set out in Article 19:01 in accordance with The Employment Standards Code.
- 19:04** An employee who is otherwise entitled under this Article to pay for a holiday on which the employee has not worked shall receive pay whether or not the employee is on the payroll of the Corporation at the time of the holiday, unless the employee has, prior to the day of the holiday, voluntarily terminated employment.
- 19:05** An employee who is entitled to pay for a holiday and is required to work on the holiday, shall, in addition to the employee's regular holiday pay, be compensated for such time worked at one and one-half times (1½x) the employee's normal rate of pay during the bi-weekly pay period in which it was earned or shall be allowed, upon written notification on the time sheet, to delay payment up to the end of the fiscal year.
- 19:06** Where a holiday falls on a Saturday or Sunday, the holiday will be recognized on the day on which it falls.

**Article 20 Vacation**

- 20:01** For purposes of this Agreement, a vacation year is the period beginning on the first day of April and ending on the thirty-first day of March next following.
- 20:02** (a) Employees shall earn vacation pay on the basis of six percent (6%) of the employee's wages in respect of regular working hours in a vacation year. Employees who have accumulated 4,160 regular hours worked, as reported on the December 31, 2011 seniority list, shall earn vacation pay on the basis of eight percent (8%) of their wages in respect of regular working hours in a vacation year, effective April 1st and continue yearly thereafter effective April 1st based on the previous December 31st seniority list.
- (b) Effective March 24, 2012 employees who have accumulated 18,720 regular hours worked, as reported on the December 31, 2011 seniority list, shall earn vacation pay on the basis of ten percent (10%) of the employee's wages in respect of regular working hours in a vacation year, effective April 1st and continue yearly thereafter effective the first day of the bi-weekly pay period including April 1st based on the previous December 31st seniority list.
- (c) Effective March 24, 2012 employees who have accumulated 40,000 regular hours worked, as reported on the December 31, 2011 seniority list, shall earn vacation pay on the basis of twelve percent (12%) of the employee's wages in respect of regular working hours in a vacation year, effective April 1st and continue yearly thereafter effective the first day of the bi-weekly pay period including April 1st based on the previous December 31st seniority list.

## **Article 21 Medical Fitness**

- 21:01** At the Corporation's request, an employee may be required to provide medical certification acceptable to the Corporation, as to the employee's medical fitness to perform the employee's duties.
- 21:02** With prior approval of the Corporation, the cost of such certification may be paid by the Corporation.

## **Article 22 Maternity Leave**

- 22:01** In order to qualify for maternity leave a pregnant employee must:
- (a) Have completed seven (7) continuous months of employment for or with the Corporation;
  - (b) Submit to the Corporation an application in writing for leave under Plan A at least four (4) weeks before the day specified by her in the application as the day on which she intends to commence such leave; and
  - (c) Provide the Corporation with a certification of a duly qualified medical practitioner certifying that she is pregnant and specifying the estimated date of her delivery.
- 22:02** An employee who qualifies is entitled to and shall be granted Maternity Leave without pay consisting of:
- (a) A period not exceeding seventeen (17) weeks if delivery occurs on or before the date of delivery specified in the certificate mentioned in Article 22:01(c); or
  - (b) A period of seventeen (17) weeks plus an additional period equal to the period between the date of delivery specified in the certificate mentioned in Article 22:01(c) and the actual date of delivery, if delivery occurs after the date mentioned in that certificate.

- (c) The Corporation may vary the length of Maternity Leave upon proper certification by the attending physician.

**22:03** Sections 57 and Sections 60(1) through 60(4) inclusive of The Employment Standards Code respecting Maternity Leave shall apply “mutatis mutandis”.

### **Article 23 Parental Leave**

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

- (a) Be the natural mother of a child or;
- (b) Be the natural father of a child or he must assume actual care and custody of his new-born child; or
- (c) Adopt a child under the law of a province.

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

- (a) Have completed seven (7) continuous months of employment and
- (b) 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.

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

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

**23:05** Where an employee takes Parental Leave in addition to Maternity Leave, the employee must commence the Parental Leave immediately on expiry of the Maternity Leave without a return to work unless otherwise approved by the Corporation.

## **Article 24 Workers Compensation**

- 24:01** Where an employee is injured on the job and is required to leave for medical treatment and/or is sent home by management due to injury, the employee shall incur no loss in regular pay and benefits for the day on which the accident occurs.
- 24:02** Transportation to the nearest physician or hospital for employees requiring immediate medical care as a result of an on-the-job accident shall be provided by or at the expense of the Corporation if not covered by a medical plan.

## **Article 25 Rights of Stewards**

- 25:01** The Corporation recognizes the Union's right to select Stewards to represent employees.
- 25:02** The Union shall determine the number of Stewards and the jurisdiction of each Steward having regard to the plan of organization, the distribution of employees at the work place, and the administrative structure implied by the Grievance Procedure.
- 25:03** The Union agrees to provide the Corporation with a list of Stewards and any subsequent changes for each work location. The Union shall provide appropriate identification for Stewards.
- 25:04** Stewards and employees shall not conduct Union business during their working hours.
- 25:05** The duties of Stewards shall be to investigate complaints of an urgent nature and to investigate and present grievances in accordance with the Grievance Procedure.
- 25:06** For complaints of an urgent nature, a Steward shall first obtain the permission of his or her immediate Supervisor before leaving work to investigate such complaint with the employee and Supervisor or Corporation Official concerned. Such permission shall not be unreasonably sought or

withheld. On resuming normal duties, the Steward shall notify his or her Supervisor.

- 25:07** When it is necessary for a Steward to investigate a complaint or grievance during working hours, no deduction in salary shall be made from the Steward or employee concerned, provided that each has obtained approval from his or her Supervisor for the time required to deal with the complaint or grievance. On resuming their duties, the Steward and employee shall notify their Supervisor(s).

## **Article 26 Union Business**

- 26:01** Leave of absence to attend to Union business may be granted to employees based on the following conditions:

- (a) Requests for such leave shall be made in writing by the Union to the Corporation with reasonable advance notice and shall be granted only where operational requirements permit and pursuant to the foregoing, such requests will not be unreasonably denied; and
- (b) Where such leave of absence has been granted under Article 26:01 (a), the Union shall reimburse the Corporation 100 percent (100%) of the wages paid to such employees during the approved absence.

- 26:02** Union staff members shall not visit employees at their place of work unless prior approval has been obtained from the employee's Supervisor.

- 26:03** For the purposes of negotiations for this Agreement, the Corporation agrees that at each bargaining session, there may be two (2) employees present on a time-off with pay basis. It is also understood that there may be an additional two (2) employees present at each bargaining session on a time-off without pay or wage recovery basis. Subject to the mutual agreement of the parties, the total number of employees may be changed provided any additional employees are on leave without pay or on wage recovery basis as per Article 26:01 (b).

**26:04** Upon request, a Union Representative shall be provided with the opportunity to meet with newly hired employees for up to twenty (20) minutes during regular working hours. The time shall be established by agreement subject to operational requirements.

### **Article 27 Classification and Reclassifications**

**27:01** Where an employee who believes he/she is not properly classified, the employee will submit a reclassification request to the Manager, Human Resources, together with the following:

- (a) A current job description;
- (b) The job classification being requested and reasons why that classification is appropriate;
- (c) And any other information in support of the request.

Within forty-two (42) calendar days, the Chief Executive Officer or designate shall issue a decision to the employee.

**27:02** In the event of a response unsatisfactory to the employee, the Union may authorize referring the matter to a Board of Arbitration within twenty-eight (28) calendar days of receiving the decision referred to in Article 27:01.

**27:03** Time frames may be waived by mutual agreement of the parties hereto.

**27:04** The effective date of a reclassification will be determined by the date the request is formally brought to the attention of the Manager, Human Resources of the Corporation. The effective date will be the first day of the pay period which contains the first day of the month following the receipt of the request by the Manager, Human Resources.

### **Article 28 Employee Files**

**28:01** Upon written request to the Manager, Human Resources, an employee's own employee file shall be made available to the employee twice per calendar year

for examination in the presence of an authorized representative of the Corporation.

- 28:02** Notwithstanding Article 28:01, where the Union has submitted a grievance to Arbitration in accordance with the procedures outlined in this Agreement, the employee and the Union shall have access to the employee's own employee file for examination in the presence of an authorized representative of the Corporation. If the employee so wishes, he or she may have a Union representative accompany him or her and view the personnel file during such examination.
- 28:03** An employee may request a copy of specific documents on the employee's employee file. This provision shall not be unreasonably requested nor denied.

### **Article 29 Performance Appraisal**

- 29:01** Where any assessment of an employee's performance is made, the written report shall be shown to the employee who shall sign the report indicating he or she has read it. The employee shall have the right to place the employee's own comments on the report or append the comments to the report.
- 29:02** An employee shall receive a copy of the assessment at the time of signing it. Refusal to sign the appraisal by the employee shall not render it invalid.

### **Article 30 Policies and Plans**

- 30:01** The Corporation agrees to recognize within the terms of this Agreement the policies and/or plans relating to:
- (a) Travel and Related Expenses;
  - (b) Personal Use of Government Vehicles; and the
  - (c) Employee Assistance Program

as set forth in the General Manual of Administration for the Province of Manitoba or as agreed to between the Province of Manitoba and the

Manitoba Government and General Employee's Union. The only exception to this is that under the Travel and Related Expenses policy there shall be no reduction in the Privately-Owned Vehicle Reimbursement Rate after 10,000 kilometres.

**30:02 Crop Adjustors – Special Stipend**

The Adjustors and Team Leaders will receive a stipend of eight hundred (\$800) dollars per annum prorated based on total hours worked per year excluding overtime premium. This allowance is in recognition of out of pocket expenses incurred in carrying out their work responsibilities due to the unique nature of Adjustors working conditions. This includes but is not restricted to costs associated with idling of vehicles in inclement weather, additional wear and tear on personal vehicles due to extensive travel on unpaved roads, and the requirement to supply clothing for work in a wide range of weather conditions.

This allowance will be paid each pay period worked as follows:

Hours worked in the pay period x \$800  
Annual Fulltime Hours (2080 hours)

(a) This Article is effective the first day of the bi-weekly pay period following the date of signing.

**Article 31 Loss or Damage to Personal Effects**

- 31:01** (a) Employees are responsible for any personal effects which are brought to work and are not specifically required in the course of their employment; and no claim for compensation will be considered for loss or theft or damage to personal effects or clothing other than damage to clothing that occurs as a result of an accident, normal wear and tear excepted.
- (b) Employees suffering loss of, theft of, or damage to tools, equipment, personal effects or clothing incurred when they are away from their residence on Corporation business may claim compensation only for

such items as are necessary in day-to-day living in the course of their employment while away.

- (c) No claims for compensation will be considered where an employee has or will receive adequate compensation from insurance or otherwise for the loss or theft of or damage to the employee's tools, equipment or personal effects, or for luxury items.
- (d) Every claim for compensation made pursuant to Article 31:01 (a) and (b) will be considered by the Corporation for approval, and the claim shall indicate:
  - (i) The name of the claimant, position classification, normal place of work and type of work the position entails;
  - (ii) Identification as to category - loss, theft, damage - and full particulars as to when, and how the loss, theft or damage took place, with any other relevant particulars;
  - (iii) Justification for the claim in accordance with Article 31:01 (a), (b), (c), or (d) of this Article;
  - (iv) A certification by the claimant that all items lost, stolen or damaged are not covered by any form of insurance.
- (e) Payment of claims approved by the Corporation shall be paid at full replacement cost provided that the item that is lost or damaged beyond repair has been purchased within six (6) months of the incident, and proof of purchase is submitted. Reimbursement shall be at 85% of the replacement value for items lost within six (6) months to two (2) years of purchase and proof of purchase is submitted. In other cases, reimbursement shall be limited to the cost of repair, or, on the basis of 75% of the replacement cost, including Provincial Sales Tax where necessary.

### **Article 32 Civil Liability**

- 32:01** If an action or proceeding is brought against any employee covered by this Agreement for an alleged tort committed by the employee in the performance of the employee's duties, then:
- (a) The employee, upon being served with any legal process, or upon receipt of any action or proceeding as hereinbefore referred to being commenced against the employee shall advise the Corporation through the Chief Executive Officer of any such notification or legal process;
  - (b) The Corporation shall pay any damages or costs awarded against any such employee in any such action or proceedings and all legal fees, and/or;
  - (c) The Corporation shall pay any sum required to be paid by such employee in connection with the settlement of any claim made against such employee if such settlement is approved by the Corporation through the Chief Executive Officer or designate before the same is finalized; provided the conduct of the employee which gave rise to the action did not constitute gross negligence of his or her duty as an employee;
  - (d) Upon the employee notifying the Corporation in accordance with Article 32:01 (a) above, the Corporation and the employee shall forthwith meet and appoint counsel that is mutually agreeable to both parties. Should the parties be unable to agree on counsel that is satisfactory to both, then the Corporation shall unilaterally appoint counsel. The Corporation accepts full responsibility for the conduct of the action and the employee agrees to cooperate fully with appointed counsel.

### **Article 33 Workplace Safety and Health**

- 33:01** The Corporation and the Union recognize that safety, accident prevention and the preservation of health are of primary importance in all Corporation

operations and that these activities require the combined efforts of the Corporation, employees and the Union.

- 33:02** The Corporation will continue to provide its employees with safe working conditions, equipment and materials, and will continue to ensure that all reasonable precautions are taken.
- 33:03** The Union will continue to make every effort to obtain the cooperation of each employee with the bargaining unit in the observation of all reasonable safety rules, practices and procedures.
- 33:04** Every employee shall take all reasonable precautions and follow all reasonable safety rules, practices and procedures in order to protect the employee's safety and health, and the safety and health of any other persons who may be affected by the employee's acts or omissions at work.
- 33:05** Where a supervisor knows that any condition exists at a workplace that is unusually dangerous to the safety or health of an employee, the supervisor shall not require or permit an employee to engage in, carry on or continue to work in that workplace under that condition.
- 33:06**
- (a) Where an employee has reason to believe, and does believe, that a condition exists that is dangerous to the employee's safety or health in the performance of the employee's work, the employee shall report that condition to his or her supervisor.
  - (b) The supervisor upon being notified under Article 33:06 (a) above shall inspect the condition with the employee and discuss the employee's reasons for believing the condition to be dangerous. In the absence of a workplace safety and health representative, the Union Steward or Staff Representative may be asked to participate.
  - (c) If the employee is unsatisfied with the supervisor's decision or if the supervisor refuses to inspect the condition, the employee shall contact, in writing or by telephone, the Workplace Safety and Health Division without delay.

- (d) If the employee refuses to work because of the employee's belief that the condition is dangerous, the employee must be available to perform other work assigned.
- 33:07** Where an employee has refused to perform work in accordance with Article 33:06, no other employees shall be assigned the particular work unless such employee is notified of the refusal and the reasons for the refusal, if known.
- 33:08** Nothing in this Article prevents the doing of any work or thing that may be necessary in order to remedy the dangerous condition described in Articles 33.05 and 33.06.
- 33:09** Disciplinary action shall not be taken against an employee solely for the reason that the employee:
- (a) Made a report under Article 33:06 and
  - (b) Refused to work or continue to work under the conditions described under Article 33:06 provided a safety and health officer has reported in writing that the employee had reasonable and probable grounds for believing that those conditions were dangerous to the employee's safety or health.
- 33:10** Where an employee wilfully takes unfair advantage of the provisions described in Article 33:06, the employee may be subject to disciplinary action up to and including suspension or dismissal.
- 33:11** The parties recognize the importance of establishing and/or forming part of any existing Workplace Safety and Health Committee to enhance the ability of employees and managers to resolve health and safety concerns. It is recognized that the initiative in requesting the establishment of a Workplace Safety and Health Committee may come from management of the Corporation and/or the employees in the workplace and/or the Union.
- 33:12** The parties agree to the establishment and/or forming part of any existing Workplace Safety and Health Committees in workplaces when it is deemed necessary under the Workplace Safety and Health Act. Each party should

elect or appoint its representatives and the committee will be co-chaired in accordance with the standards agreed to by the parties.

- 33:13** Where it is not deemed necessary or appropriate to establish a Workplace Safety and Health Committee in a workplace, the parties agree to selecting equal representation of rural and corporate office employee representatives to be elected to the Safety and Health Committee.
- 33:14** Employee representatives who are members of a Safety and Health Committee shall be compensated for time spent in such meetings, functions and duties at the applicable rates.

#### **Article 34 Seniority**

- 34:01** “Seniority” means the accumulated amount of service with the Corporation as defined in this Article provided such service has not been broken by termination of the employee.
- 34:02** Changes effective January 1, 2011.

Seniority shall include only the following:

- (a) Regular hours worked;
- (b) Statutory holidays for which regular pay was received;
- (c) Periods of Workers Compensation;
- (d) Periods of maternity leave and/or parental leave and/or compassionate care leave; and
- (e) Any period of paid leave of absence.

For the purpose of this article, seniority shall be calculated on a prorated basis for seniority that has accrued during a period of nonpaid time. To calculate the amount of seniority and service that has accrued the calculation should be based on an average of paid hours the employee has in the two (2) previous

calendar years. If an employee has worked less than two (2) calendar years, the calculation should be done based on one years' service of 2,080 hours.

Example: Jane Doe works 1,600 paid hours in 2009 and 1,400 paid hours in 2010. Total paid hours through two (2) previous calendar years is 3,000 paid hours.

Year of service is based on 2080 paid hours x two (2) years = 4160

$$\frac{\text{Jane Doe 3000 paid hours divided by}}{4160 \text{ paid hours}} = \text{prorated factor of } .72$$

The prorated factor shall be used to determine the amount of seniority and service based on an eight (8) hour work day, forty (40) hour work week.

Example: Jane Doe is on an approved Maternity Leave and is away for seventeen (17) weeks. Jane Doe shall have accrued seniority and service based on taking the prorating factor times the amount of hours missed through a seventeen (17) week period.

Seventeen (17) weeks of service = 680 hours x prorated factor of .72 = 489.6 hours of seniority and service through the seventeen (17) weeks of maternity leave.

**34:03** An employee shall lose all seniority when the employee:

- (a) Resigns; or
- (b) Retires; or
- (c) Is dismissed and not reinstated; or
- (d) Is otherwise terminated by the Corporation and not reinstated.

**34:04** The Corporation will prepare seniority lists by April 1st based on service up to and including December 31st of the previous year. The lists will be posted at all Insurance Agency Offices of the Corporation and will list seniority for employees. The Union will be sent a copy of the seniority list.

**34:05** Seniority lists will be prepared for employees by classification groupings in order of seniority.

### **Article 35 Contracting Out**

**35:01** The Corporation may contract out work as required.

**35:02** Where work is to be contracted out on a permanent basis, the Corporation agrees to:

- (a) Provide the Union with ninety (90) days' notice thereof; and
- (b) During this notice period meet with the Union to review whether other employment opportunities are available for the affected employees.

### **Article 36 Technological Change**

**36:01** The Corporation and the Union recognize that technological change can offer significant improvements in the quality and quantity of services provided to the public.

For the purposes of this article, technological change means the introduction by the Corporation of equipment or material which is likely to affect the terms and conditions of employment of a significant number of employees in the bargaining unit.

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

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

- (a) The Corporation will provide the Union written notice of technological change at least one hundred and eighty (180) days prior to the date the change is to be effective;

- (b) During this period, the parties will meet to discuss the steps to be taken to assist the employees who could be affected;
- (c) If required by either party, establish a technological change committee. The role of the committee will be to facilitate the implementation of the technological change in a manner consistent with this article.
- (d) The provisions of this article are intended to assist employees affected by technological change and Section 83, 84, and 85 of The Labour Relations Act do not apply during the term of this agreement.

### **Article 37 Salary Progression**

#### **37:01 (a) Newly Hired Adjustors**

**Beginning April 3, 2016 and during the first year of employment as an Adjustor, an employee who has completed four hundred sixteen (416) hours and satisfactory work performance, will receive the second step of the wage scale effective the first day of the biweekly pay period in the month following the completion of the four hundred sixteen (416) hours. The third step of the Adjustors scale will occur on the first day of the biweekly pay period including April 1 of the following year provided the employee has worked a total of eight hundred thirty-two (832) hours by December 31 of that year.**

#### **(b) Existing Adjustors**

Effective the first day of the bi-weekly pay period including April 1, 2012 and continuing yearly thereafter based on the previous December 31st seniority list an employee in the Adjustor and Senior Adjustor salary scale with 416 regular hours worked in the current rate of pay and satisfactory work performance shall be eligible where possible to move to the next step of the salary scale for that classification.

- 37:02** Effective the first day of the bi-weekly pay period including April 1, 2012 and continuing yearly thereafter based on the previous December 31st seniority list an employee in the Team Leader salary scale with 1008 regular hours worked in the current rate of pay and satisfactory work performance shall be eligible where possible to move to the next step of the salary scale for that classification.
- 37:03** Reclassification from Adjustor to Senior Adjustor will occur at the sole discretion of the Employer based on satisfactory performance of duties, training and completion of the requisite amount of adjusting work at each level as outlined in the Senior Adjustor position description.

### **Article 38 Training**

- 38:01** The Corporation agrees to compensate adjusting staff who attend Level 1 Adjustor training and to reimburse staff for expenses incurred in accordance with the policies regarding the reimbursement of such expenses.

### **Article 39 Retroactive Wages**

- 39:01** (a) Retroactive pay adjustments for the period between the expiration of the previous Agreement and the date of the signing of this Agreement shall apply to:
- (i) Employees who are in the employ of the Corporation on the date of the signing of this Agreement;
  - (ii) Employees who have left the Corporation during the above-mentioned period by reason of retirement in accordance with the provisions of the Civil Service Superannuation Act or who have died;
- (b) Retroactive pay adjustments for the period between the expiration of the previous Agreement and the date of signing of this Agreement shall be made to employees who have voluntarily terminated their services (resigned).

## **Article 40 Labour Management Committee**

- 40:01** The parties hereto agree to establish a Labour Management Committee (“the Committee”) to deal with matters of mutual concern that arise from time to time.
- 40:02** The Committee shall be composed of equal representation from the Employer and the bargaining unit up to a maximum of two (2) representatives per party.
- 40:03** The Committee shall not have jurisdiction over wages, or any matter of collective bargaining, including the administration of the collective agreement. The Committee does not have the authority to bind either the Union or its members or the Employer to any decisions or conclusions reached in their discussions. The Committee may take recommendations to the Union and the Employer with respect to its discussions.
- 40:04** Bargaining unit employee representatives will be compensated at applicable rates for the time spent meeting and time spent in travel for the meeting at straight time rates up to a maximum of eight (8) hours.
- 40:05** Hours compensated for time spent meeting and time spent in travel for the meeting (up to a maximum of eight [8] hours) will not be counted for the overtime calculation in Article 18:03 – Hours of Work and Overtime.
- 40:06** Mileage and miscellaneous expenses for bargaining unit employees on the Committee will be paid by the Union.

In witness whereof, Neil Hamilton, President and Chief Executive Officer, has hereunto set his hand for, and on behalf of, the Manitoba Agricultural Services Corporation, and Tina Hay, Staff Representative of the Manitoba Government and General Employees' Union, has hereunto set his hand for, and on behalf of, the Manitoba Government and General Employees' Union.

Signed this 4<sup>th</sup> day of August 2016.

Neil Hamilton  
On behalf of Manitoba Agricultural Services Corporation

Tina Hay  
On behalf of Manitoba Government and General Employees' Union

~~On behalf of Manitoba Agricultural Services Corporation~~

Robert Manasty  
On behalf of Manitoba Government and General Employees' Union

**Memorandum of Agreement #1**

**between**

**Manitoba Agricultural Services Corporation**

**and**

**Manitoba Government and General Employees' Union**

**Re: General Pay Increases**

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Effective March 23, 2014	1.0%
Effective March 22, 2015	1.0%
Effective March 20, 2016	2.0%
Effective April 2, 2017	2.0%
Effective April 1, 2018	1.0%
Effective September 30, 2018	1.0%

Signed this 4<sup>th</sup> day of August 2016.

*Hamilton*

On behalf of Manitoba Agricultural Services Corporation

~~On behalf of Manitoba Agricultural Services Corporation~~

*Sara Day*

On behalf of Manitoba Government and General Employees' Union

*Robert Manasty*

On behalf of Manitoba Government and General Employees' Union

**Memorandum of Agreement #2**

between

**Manitoba Agricultural Services Corporation**

and

**Manitoba Government and General Employees' Union****Re: Health Spending Account (HSA)**

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The parties agreed to the establishment of a Health Spending Account.

- **Category “A” is defined as an employee working 1,000 regular hours in the calendar year immediately preceding the claim year.**
- **Category “B” is defined as an employee working a minimum of five hundred (500) regular hours in the calendar year immediately preceding the claim year.**
- Employees will have to re-qualify each calendar year.
- **Effective January 1, 2016, maximum claims shall be seven hundred (\$700) dollars per year per Category A employee and three hundred and fifty dollars (\$350) per year per Category B employees.**
- There is no carryover of HSA dollars from one year to the next, but an employee can carry forward claims for up to one (1) year.
- Employees can apply for reimbursement once claims total one hundred dollars (\$100.00).
- Reimbursement for claims is once every two (2) months. Claims can be made after January 1 of each claim year.
- An employee must file a claim.
- Employees to receive annual statements.
- The plan shall use Revenue Canada’s definition of dependent. An employee can pay HSA eligible expenses for anyone they can claim a tax deduction for.
- Plan coverage and administration is to be determined by the Employer.

Signed this 4<sup>th</sup> day of August 2016.

Hamilton  
On behalf of Manitoba Agricultural  
Services Corporation

~~On behalf of Manitoba Agricultural  
Services Corporation~~

Sara Day  
On behalf of Manitoba Government and  
General Employees' Union

Robert Manary  
On behalf of Manitoba Government and  
General Employees' Union

Letter of Intent

between

Manitoba Agricultural Services Corporation

and

Manitoba Government and General Employees' Union

Re: Civil Liability Coverage for Individuals Formerly Employed Under the Manitoba Agricultural Services Corporation Adjustors' Agreement Who Have Resigned or Retired

The following shall be applicable to individuals formerly employed under this Agreement who have resigned or retired:

If an action or proceeding is brought against the employee for an alleged tort committed by that employee in the performance of the employee's duties during the term of employment by the Corporation, the Civil Liability provisions of the Agreement apply. The process set out in those provisions shall apply.

Signed this 4th day of August 2016.

[Signature]  
On behalf of Manitoba Agricultural Services Corporation

[Signature]  
On behalf of Manitoba Government and General Employees' Union

~~[Signature]  
On behalf of Manitoba Agricultural Services Corporation~~

[Signature]  
On behalf of Manitoba Government and General Employees' Union

**Letter of Intent**

**between**

**Manitoba Agricultural Services Corporation**

**and**

**Manitoba Government and General Employees' Union**

**Re: Part-Time/Full-Time Team Leaders**

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The parties recognize the unique nature of the delivery of adjusting services at MASC. In order to achieve the stated goals of MASC to foster employee initiative and career satisfaction, the parties agree to establish a committee as follows:

The committee will:

1. Examine the current service delivery model as articulated in Articles 12 and 18; and
2. Discuss the potential of establishing part-time and full-time Team Leader and Senior Team Leader positions.

Any recommendations made by this committee shall not be binding to either the Union or the Corporation.

The committee shall consist of three (3) representatives from the Union and three (3) representatives from the Corporation.

The committee shall provide a report to the Union and the Corporation no later than six (6) months after the date of signing of the Collective Agreement.

If it is determined that the positions shall be created within the bargaining unit, the terms and conditions of employment shall be addressed between the Corporation and the Union through a Memorandum of Agreement.

Signed this 4<sup>th</sup> day of August 2016.

Hamilton  
On behalf of Manitoba Agricultural  
Services Corporation

~~On behalf of Manitoba Agricultural  
Services Corporation~~

Sara Day  
On behalf of Manitoba Government and  
General Employees' Union

Robert Manary  
On behalf of Manitoba Government and  
General Employees' Union

### Salary Schedules – Hourly Rates

March 23, 2014

Classification	Step	March 23, 2014
Adjustor	1	\$16.97
	2	\$17.63
	3	\$18.21
	4	\$18.95
Senior Adjustor	1	\$20.08
	2	\$20.88
	3	\$21.72
Team Leader	1	\$22.57
	2	\$23.48
	3	\$24.41
Senior Team Leader	1	\$25.12

March 22, 2015

Classification	Step	March 22, 2015
Adjustor	1	\$17.14
	2	\$17.81
	3	\$18.39
	4	\$19.14
Senior Adjustor	1	\$20.28
	2	\$21.09
	3	\$21.94
Team Leader	1	\$22.80
	2	\$23.71
	3	\$24.65
Senior Team Leader	1	\$25.37

March 20, 2016

Classification	Step	March 20, 2016
Adjustor	1	\$17.48
	2	\$18.17
	3	\$18.76
	4	\$19.52
Senior Adjustor	1	\$20.69
	2	\$21.51
	3	\$22.38
Team Leader	1	\$23.26
	2	\$24.18
	3	\$25.14
Senior Team Leader	1	\$25.88

April 2, 2017

Classification	Step	April 2, 2017
Adjustor	1	\$17.83
	2	\$18.53
	3	\$19.14
	4	\$19.91
Senior Adjustor	1	\$21.10
	2	\$21.94
	3	\$22.83
Team Leader	1	\$23.73
	2	\$24.66
	3	\$25.64
Senior Team Leader	1	\$26.40

April 1, 2018

Classification	Step	April 1, 2018
Adjustor	1	\$18.01
	2	\$18.72
	3	\$19.33
	4	\$20.11
Senior Adjustor	1	\$21.31
	2	\$22.16
	3	\$23.06
Team Leader	1	\$23.97
	2	\$24.91
	3	\$25.90
Senior Team Leader	1	\$26.66

September 30, 2018

Classification	Step	September 30, 2018
Adjustor	1	\$18.19
	2	\$18.91
	3	\$19.52
	4	\$20.31
Senior Adjustor	1	\$21.52
	2	\$22.38
	3	\$23.29
Team Leader	1	\$24.21
	2	\$25.16
	3	\$26.16
Senior Team Leader	1	\$26.93