

# **Collective Agreement**

*between*

**Manitoba Horse Racing Commission**

*and*

**Manitoba Government and General Employees' Union**

**Local 146**

**November 1, 2018 to October 31, 2019**

## Table of Contents

<b>Preamble</b>	.....	<b>1</b>
<b>Article 1</b>	<b>Scope and Recognition</b> .....	<b>1</b>
<b>Article 2</b>	<b>Duration of Agreement</b> .....	<b>2</b>
<b>Article 3</b>	<b>Definitions</b> .....	<b>3</b>
<b>Article 4</b>	<b>Management Rights</b> .....	<b>4</b>
<b>Article 5</b>	<b>Interpretation</b> .....	<b>4</b>
<b>Article 6</b>	<b>No Discrimination</b> .....	<b>4</b>
<b>Article 7</b>	<b>Confidentiality and Conflict of Interest</b> .....	<b>6</b>
<b>Article 8</b>	<b>Union Security</b> .....	<b>6</b>
<b>Article 9</b>	<b>Union Representative</b> .....	<b>7</b>
<b>Article 10</b>	<b>Job Classifications</b> .....	<b>8</b>
<b>Article 11</b>	<b>Disciplinary Action</b> .....	<b>8</b>
<b>Article 12</b>	<b>Performance Appraisal - Personnel File</b> .....	<b>9</b>
<b>Article 13</b>	<b>Personnel Selection</b> .....	<b>10</b>
<b>Article 14</b>	<b>Probation</b> .....	<b>11</b>
<b>Article 15</b>	<b>Layoff</b> .....	<b>12</b>
<b>Article 16</b>	<b>Medical Fitness</b> .....	<b>12</b>
<b>Article 17</b>	<b>Civil Liability</b> .....	<b>13</b>
<b>Article 18</b>	<b>Hours of Work</b> .....	<b>14</b>
<b>Article 19</b>	<b>Health and Safety</b> .....	<b>14</b>
<b>Article 20</b>	<b>Grievance Procedure</b> .....	<b>15</b>
<b>Article 21</b>	<b>Arbitration</b> .....	<b>16</b>
<b>Article 22</b>	<b>Rates of Pay</b> .....	<b>18</b>
<b>Article 23</b>	<b>Expenses</b> .....	<b>18</b>
<b>Article 24</b>	<b>Vacation</b> .....	<b>19</b>
<b>Article 25</b>	<b>Workers Compensation</b> .....	<b>20</b>
<b>Article 26</b>	<b>Sick Leave</b> .....	<b>20</b>

Article 27	Adoptive Parent Leave .....	21
Article 28	Compassionate Leave .....	22
Article 29	Court Leave .....	22
Article 30	General Holidays and Special Leave .....	23
Article 31	Maternity Leave.....	24
Article 32	Parental Leave .....	29
Article 33	Paternity Leave.....	30
Article 34	Custom and Practice .....	30
Article 35	Dental Plan.....	30
Article 36	Pensions.....	31
Article 37	Long Term Disability.....	31
Article 38	Hiring of Appendix B Employees .....	32
Article 39	Labour Management Committee .....	33
Article 40	Retirement/Termination Allowance .....	34
Article 41	Ambulance and Hospital Semi-Private Plan.....	35
Article 42	Simulcast Races.....	35
Article 43	Justice and Dignity.....	35
Article 44	Education .....	36
Article 45	Vision Care Plan.....	36
Article 46	Family Related Leave.....	37
Article 47	Addictions.....	37
Article 48	Drug Care Plan.....	37
Article 49	Bridging of Service .....	38
Article 50	Shortened Season .....	39
Article 51	Resignations .....	39
Article 52	Loss of or Damage to Personal Effects .....	40
Article 53	Compassionate Care Leave.....	40
Article 54	Off Season Benefits .....	42
Article 55	Contracting Out .....	42

**Letter of Understanding..... 44**  
Re: Custom and Practice

**Memorandum of Agreement..... 45**  
Re: Classification Guidelines

**Memorandum of Agreement..... 46**  
Re: Employee Benefits

**Memorandum of Agreement..... 47**  
Re: Employment Security - Appendix “B” Employees -  
Thoroughbred Meet

**Memorandum of Agreement..... 48**  
Re: Health Spending Account (HSA)

**Memorandum of Agreement..... 50**  
Re: Call Back (Between Meets)

**Letter of Understanding..... 52**  
Re: Veterinarian

**Memorandum of Agreement..... 53**  
Re: Salary Scale “Me Too”

**Salary Scales – Appendix A to D ..... 55**

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

## Alphabetical Table of Contents

<b>Preamble</b>	.....	<b>1</b>
<b>Article 47</b>	<b>Addictions</b> .....	<b>37</b>
<b>Article 27</b>	<b>Adoptive Parent Leave</b> .....	<b>21</b>
<b>Article 41</b>	<b>Ambulance and Hospital Semi-Private Plan</b> .....	<b>34</b>
<b>Article 21</b>	<b>Arbitration</b> .....	<b>16</b>
<b>Article 49</b>	<b>Bridging of Service</b> .....	<b>38</b>
<b>Article 17</b>	<b>Civil Liability</b> .....	<b>13</b>
<b>Article 53</b>	<b>Compassionate Care Leave</b> .....	<b>40</b>
<b>Article 28</b>	<b>Compassionate Leave</b> .....	<b>22</b>
<b>Article 7</b>	<b>Confidentiality and Conflict of Interest</b> .....	<b>6</b>
<b>Article 55</b>	<b>Contracting Out</b> .....	<b>42</b>
<b>Article 29</b>	<b>Court Leave</b> .....	<b>22</b>
<b>Article 34</b>	<b>Custom and Practice</b> .....	<b>30</b>
<b>Article 3</b>	<b>Definitions</b> .....	<b>3</b>
<b>Article 35</b>	<b>Dental Plan</b> .....	<b>30</b>
<b>Article 11</b>	<b>Disciplinary Action</b> .....	<b>8</b>
<b>Article 48</b>	<b>Drug Care Plan</b> .....	<b>37</b>
<b>Article 2</b>	<b>Duration of Agreement</b> .....	<b>2</b>
<b>Article 44</b>	<b>Education</b> .....	<b>36</b>
<b>Article 23</b>	<b>Expenses</b> .....	<b>18</b>
<b>Article 46</b>	<b>Family Related Leave</b> .....	<b>37</b>
<b>Article 30</b>	<b>General Holidays and Special Leave</b> .....	<b>23</b>
<b>Article 20</b>	<b>Grievance Procedure</b> .....	<b>15</b>
<b>Article 19</b>	<b>Health and Safety</b> .....	<b>14</b>
<b>Article 38</b>	<b>Hiring of Appendix B Employees</b> .....	<b>32</b>
<b>Article 18</b>	<b>Hours of Work</b> .....	<b>14</b>
<b>Article 5</b>	<b>Interpretation</b> .....	<b>4</b>
<b>Article 10</b>	<b>Job Classifications</b> .....	<b>8</b>

Article 43	Justice and Dignity.....	35
Article 39	Labour Management Committee .....	33
Article 15	Layoff.....	12
Article 37	Long Term Disability.....	31
Article 52	Loss of or Damage to Personal Effects .....	39
Article 4	Management Rights.....	4
Article 31	Maternity Leave.....	24
Article 16	Medical Fitness .....	13
Article 6	No Discrimination .....	4
Article 54	Off Season Benefits .....	42
Article 32	Parental Leave .....	29
Article 33	Paternity Leave.....	30
Article 36	Pensions.....	31
Article 12	Performance Appraisal Personnel File .....	9
Article 13	Personnel Selection .....	10
Article 14	Probation .....	11
Article 22	Rates of Pay .....	18
Article 51	Resignations .....	39
Article 40	Retirement/Termination Allowance .....	34
Article 1	Scope and Recognition .....	1
Article 50	Shortened Season .....	38
Article 26	Sick Leave.....	20
Article 42	Simulcast Races.....	35
Article 9	Union Representative.....	7
Article 8	Union Security.....	6
Article 24	Vacation.....	19
Article 45	Vision Care Plan.....	36
Article 25	Workers Compensation.....	20
	Letter of Understanding.....	44

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**Memorandum of Agreement..... 45**  
    Re: Classification Guidelines

**Memorandum of Agreement..... 46**  
    Re: Employee Benefits

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    Re: Employment Security Appendix “B” Employees ..... Thoroughbred Meet

**Memorandum of Agreement..... 48**  
    Re: Health Spending Account (HSA)

**Memorandum of Agreement..... 50**  
    Re: Call Back (Between Meets)

**Letter of Understanding..... 52**  
    Re: Veterinarian

**Memorandum of Agreement..... 53**  
    Re: Salary Scale “Me Too”

**Salary Scales – Appendix A to D ..... 55**

## Preamble

WHEREAS it is the desire of both parties to this Agreement to maintain harmonious relations between the Employer and its employees, to recognize the mutual value of joint discussion and negotiation in matters pertaining to working conditions, hours of work and compensation to encourage efficiency of operations and to promote the morale, well-being, security and efficiency of all the employees covered by the terms of this Agreement, realizing that the first consideration is the responsibility of both parties to promote and maintain the welfare of the Horse Racing Industry for the Province of Manitoba.

AND WHEREAS it is the desire of both parties that these matters be drawn up in an Agreement.

**AND WHEREAS the Government of the Province of Manitoba has announced its intention to transfer responsibility for the regulation of all pari-mutuel horse racing to Liquor, Gaming and Cannabis Authority of Manitoba and to abolish the Commission;**

**AND WHEREAS the transfer and abolishment may be completed prior to the expiration of this Collective Agreement;**

**AND WHEREAS it is intended that this Agreement shall survive any such abolishment and transfer;**

NOW THEREFORE, this Agreement witnesseth that the parties thereto in consideration of mutual covenants hereinafter contained, agree each with the other as follows:

### **Article 1    Scope and Recognition**

**1:01**    The Employer recognizes the Union as the sole and exclusive bargaining agent for employees in classifications included in the bargaining unit as



certified by the Manitoba Labour Board under Certificate MLB 3719 or as may be granted voluntary recognition by the Employer and identified in Appendix A to D Salary Scales.

**1:02** No employee shall be required to make any written or verbal agreement which may conflict with the terms of this Agreement.

**1:03** **Work of Bargaining Unit**

Persons whose jobs are not classified within the bargaining unit shall not work on jobs on a regular and recurring basis which have been determined as being within the bargaining unit except where it has been mutually agreed upon by both parties or in the case of training, emergency or necessity.

**Article 2 Duration of Agreement**

**2:01** (a) This Agreement shall be in full force and effect from November 1, **2018** to October 31, **2019**.

(b) Should the parties fail to conclude a new contract prior to the expiry date of this Agreement, all provisions herein contained shall remain in full force until a new Agreement has been reached or until the date on which the Union takes strike action or the Employer institutes a lockout, whichever first occurs.

(c) The Union agrees to give the Employer at least two (2) weeks' fourteen (14) days written notice as to the intended time and date of strike action.

(d) The Employer agrees to give the Union at least two (2) weeks' fourteen (14) days written notice as to the intended time and date of lockout.

**2:02** Should either party desire to propose changes to this Agreement; they shall give notice in writing including proposed amendments, to the other party not more than ninety (90) calendar days and not less than thirty (30) calendar days prior to the date of termination. Within twenty (20) calendar days of the receipt of these proposals, the other party shall be required to enter into negotiations for the purpose of discussing the changes and the formation of a

new Agreement. These time limits may be changed only by mutual agreement between the parties hereto.

- 2:03** This Agreement may be amended during its term by mutual agreement.
- 2:04** It is agreed that neither the Union nor the Employer shall sanction or consent to any strike or lockout during the term of this Agreement and further no employee in the unit shall strike during the term of this Agreement.
- 2:05** All retroactive wage and benefit adjustments shall be made payable within forty-five (45) days of the date of signing of this Agreement by both parties.
- 2:06** Upon the renewal or termination of this Agreement, any existing letters of understanding, letters of intent, or memoranda of agreement which are not renewed, shall become null and void.

### **Article 3 Definitions**

- 3:01** (a) “Employee” means a person employed by the Employer and includes a part-time employee but does not include a casual employee.
- (b) “Casual Employee” means an employee who is not employed on a regular or recurring basis. Employees, who are employed in a higher classification, shall not be prevented from accepting casual employment at a lesser rate of pay, on a temporary/irregular basis.
- (c) “Seniority and Service” shall mean the length of cumulative employment with the Employer and shall include a leave of absence without pay. Part-time employees shall pro-rate their hours worked to determine their seniority.
- (d) “Promotion” means a change of classification from one to another having a higher maximum salary.
- (e) “Commission” means The Horse Racing Commission.
- (d) “Union” means Manitoba Government and General Employees’ Union.

- (e) “Full-Time Employee” means a person employed by the Employer for a cumulative total of fifty (50) working days or more in a year.
- (f) “Part-Time Employee” means a person employed by the Employer for a cumulative total of less than fifty (50) working days in a year, and shall include any person employed under a recognized provincial or federal student program for more than fifty (50) working days.
- (g) “Race” means one live horse race within a scheduled race day.
- (h) “Race Day” means a series of scheduled live races, for which a federal and/or provincial para-mutual permit has been issued.
- (i) “Meet” means a series of scheduled race days.

#### **Article 4 Management Rights**

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

#### **Article 5 Interpretation**

- 5:01** Whenever the singular or feminine gender is used in this Agreement, the same shall be construed as meaning the plural or masculine gender where the context so admits or requires.

#### **Article 6 No Discrimination**

- 6:01** The parties hereto agree that there shall be no discrimination, harassment, coercion, or interference exercised or practiced with respect to any employee by reason of age, sex, marital status, race, creed, colour, ethnic or national

origin, sexual orientation, political or religious affiliation or membership in the Union or activities in the Union.

**6:02 Sexual Harassment**

The parties recognize that the problem of sexual harassment may exist.

However, the parties agree that sexual harassment will not be tolerated in the workplace or in connection with the workplace.

- (a) Where an employee is of the opinion that the employee has been or is being sexually harassed by another employee, the employee may forward a written complaint directly to the Chairperson of the Commission. The complaint shall be marked "Personal and Confidential".
- (b) The Chairperson or designate will endeavour to resolve the matter in an expeditious and confidential manner.
- (c) The alleged offender shall be entitled to notice of the complaint and shall be given the opportunity to respond to the complaint.
- (d) The Chairperson or designate, after investigating the complaint, shall have the authority to:
  - (i) Dismiss the complaint; or
  - (ii) Determine the appropriate discipline; and/or
  - (iii) Take any action, which in the Chairperson's opinion may be necessary.
- (e) Where the Chairperson or designate determines that a complaint has been made for frivolous or vindictive reasons, the Chairperson shall have the authority to:
  - (i) Take disciplinary action against the complainant; and/or
  - (ii) Take any action against the complainant, which in the Chairperson's opinion may be necessary.

## **Article 7 Confidentiality and Conflict of Interest**

**7:01** The parties hereby acknowledge that the undertaking of the Employer requires the highest level of integrity upon the part of the employees. No employee, without prior authorization from an authorized supervisor, shall reveal or disclose any information pertaining to the work, operation or business of the Commission. No employee shall place himself in a position of potential or actual conflict of interest with the interests of the Commission. It is understood and agreed that a breach of the provisions of this Article shall be deemed to be cause for discipline.

## **Article 8 Union Security**

- 8:01** All employees covered by this Agreement shall become members of the Union and maintain membership in good standing as a condition of employment.
- 8:02** The Commission agrees to deduct from each employee included in this Agreement an amount equal to the current union dues.
- 8:03** All the dues shall be forwarded to the Union monthly together with a list of employees, amount of such deductions, and the list shall indicate the names and effective dates of newly hired or terminated employees.
- 8:04** All the new or rehired employees shall receive and sign an application for membership in the Union from the Commission on the first day of employment and shall be deducted the dues as set by the Union. The Commission shall immediately forward the application to the Union's Central Office (601 - 275 Broadway, Winnipeg, Manitoba, R3C 4M6).
- 8:05** The Union shall notify the Commission in writing of any changes in the amount of dues at least one (1) month in advance of the end of the pay period in which the deductions are to be made.

**8:06** In consideration of the foregoing Articles, the Union shall hold the Employer harmless with respect to all dues so deducted and remitted and with respect to any liability which the Employer may incur as a result of such deductions.

### **Article 9 Union Representative**

**9:01** The Union and employees have the right to discuss union activities during working hours. A Union Steward shall have the right to investigate complaints of an urgent nature while on duty by first obtaining permission from his supervisor and such permission shall not be unreasonably sought or withheld. Union activities other than those of an urgent nature shall not be conducted during the hours of duty of any employee unless prior written approval has been received from a duly authorized supervisor.

**9:02** A Union Steward shall be considered on duty while in the course of processing grievances and attending meetings or hearings with regard to grievances under Article 20.

**9:03** The Union agrees to provide the Commission with the name of the Union Steward and shall give notice of any change as it may occur during the life of this Agreement.

**9:04** Leave of absence to attend to Union business including membership development programs shall be granted to employees under the following conditions:

- (a) Request for leave shall be made in writing by the Union by providing the employee with a letter of request. The employee shall submit the letter to an authorized supervisor for approval.
- (b) Request for leave shall be made with reasonable advance notice, but not less than three (3) working days and shall be granted only where operational requirements permit. Where special or unusual circumstances prevent compliance with the three- (3) working days notice, the request shall be considered and shall not be unreasonably denied. Where such leave of absence has been granted, the Union shall

reimburse the Commission one hundred percent (100%) of the wages paid to such employees during approved absence.

- 9:05** For time spent with Commission representatives during negotiations of this Collective Agreement, the Union will be allowed to have one (1) employee present at each bargaining session on a time-off with pay basis.
- 9:06** The Commission agrees to allow the Union the use of space on existing bulletin boards for the purpose of posting Union information.

### **Article 10 Job Classifications**

- 10:01** Job classifications shall be as set forth in Appendix A to this Agreement. During the term of this Agreement, amendments to the rates of pay as set forth in Appendix A resulting from the introduction of a new classification or amendments to Appendix A of this Agreement shall be determined only through negotiations between the parties hereto.

### **Article 11 Disciplinary Action**

- 11:01** An employee shall only be disciplined for just cause.
- 11:02** **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.**
- 11:03** **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.**

- 11:04** 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.
- 11:05** 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.
- 11:06** The person to whom a grievance is referred may:
- (a) Uphold the disciplinary action, or
  - (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.
- 11:07** A breach of the provisions of or regulations passed pursuant to the governing legislation as it may exist from time to time or a breach of the rules and regulations of the Commission shall be deemed to be cause for discipline.
- 11:08** The provisions of this Article shall not apply to employees in classifications as set forth in Appendix B of this Agreement except to the extent set forth in the provisions of Article 38.

## **Article 12 Performance Appraisal - Personnel File**

- 12:01** Where a formal assessment of an employee's performance is made, the employee concerned shall be given an opportunity to sign the assessment form upon its completion to indicate that its contents have been read. The employee shall have the right to place his own comments on the form where such space is provided or to append his comments to the form where no



space is provided. An employee shall, upon request, receive a copy of the assessment at the time of signing.

- 12:02** An employee's personnel file shall be made available to the employee upon his/her request.
- 12:03** Disciplinary records, letters of direction, adverse supervisory notes etc. shall be removed after one (1) year where there has been no reoccurrence of the problem giving rise to the matter referenced in the employee's file.

### **Article 13 Personnel Selection**

- 13:01** The Commission shall, wherever possible, fill vacant or new positions by competition from within its present staff. The selection of employees who apply shall be on the basis of ability, qualifications and prior work performance. Where, in the opinion of the Commission ability, qualifications and prior work performance are considered relatively equal, seniority shall be the determining factor.
- 13:02** When a vacancy occurs or a new position is created within the bargaining unit, the Commission shall bulletin the position specifying a closing date at least ten (10) working days after the date on which the position is bulletined and all employees of the Commission shall be eligible to apply. The closing date for a bulletin may be altered by mutual agreement of the parties.
- 13:03** Where response to a bulletin fails to provide a suitably qualified candidate; the Commission shall be at liberty to fill the vacancy in any manner it chooses.
- 13:04** Wherever possible, the Commission shall endeavour to fill any vacancy within a two (2) month period following the closing date of the bulletin.
- 13:05** Where an employee has submitted an application to a bulletined position, the Commission shall issue a written reply to the employee, within ten (10) working days following the date of selection of the successful candidate, advising him of the outcome. Upon written request from the employee within

ten (10) working days of the date of the receipt of the written reply, the Commission agrees to provide in writing the reason(s) why he was not the successful candidate.

- 13:06** Where an employee is promoted to another classification, he shall be paid at a rate of pay set out in the pay range for that classification that is at least one (1) full increment more than the rate of pay he was being paid in his former classification, but in no case shall the new rate exceed the maximum rate of pay for the new classification.
- 13:07** No employee shall be promoted to a position outside the bargaining unit without the employee's consent.
- 13:08** This Article does not apply to Appendix B employees.

#### **Article 14 Probation**

- 14:01** All new employees will be required to serve a probation period of ninety (90) calendar days.
- 14:02** An employee shall only be required to serve one (1) probation period while employed by the Commission.
- 14:03** An employee who is rejected during his probation period may grieve his rejection at Step 2 of the grievance procedure within ten (10) working days from the date the employee received notice of his rejection. The Commission Chairperson shall hold a hearing to discuss the grievance with the employee and his representative. The decision at Step 2 is final and not subject to the arbitration process.
- 14:04** An employee who is rejected during his probation period shall be provided with two (2) weeks' notice or payment in lieu thereof.
- 14:05** A Racing Judge shall only be required to serve a probation period on initial employment as a Judge, not each and every Standardbred meet for which he is employed.

**14:06** A Racing Steward shall only be required to serve a probation period on initial employment as a Steward, not each and every Thoroughbred meet for which he is employed.

### **Article 15 Layoff**

**15:01** The provisions of this Article shall not apply to the classifications of employees as set forth in Appendix B or C or D to this Agreement but shall apply to all other employees.

**15:02** Both parties recognize that job security increases in proportion to length of service. Therefore, in the event of a layoff due to a shortage of work at the end of Thoroughbred or Standardbred seasons or for reasons beyond the control of the Commission, employees shall be laid off in reverse order of seniority, so long as the senior employee has the skill, ability and qualifications to perform the work required by the Commission.

**15:03** The Commission shall notify employees who are to be laid off a minimum of thirty (30) days prior to the effective date of the layoff and its expected duration. If an employee has not had the opportunity to work the days as provided in this Article, he shall be paid for the days for which work was not made available.

**15:04** Employees laid off shall be placed on a re-employment list with a copy furnished to the Union and shall be called back to work as required with the most senior employee and descending from there.

**15:05** No new employee shall be hired until those laid off have been given an opportunity of recall.

### **Article 16 Medical Fitness**

**16:01** Employees required by the Commission to meet medical examination requirements for employment purposes shall be reimbursed all costs related to such examination, including any loss of salary.

**Article 17 Civil Liability**

**17:01** If an action is brought against any employees covered by this Agreement for an alleged tort committed by him in the performance of his duties.

- (a) The employee, upon being served with any legal process or upon receipt of any action or proceeding as hereinbefore referred to being commenced against him, shall advise the authorized supervisor of any such notification or legal process;
- (b) Upon the employee notifying the Commission in accordance with Article 17:01(a) above, the Commission and the employee shall forthwith meet and appoint counsel, which is mutually agreeable to both parties. Should the parties be unable to agree upon counsel that is satisfactory to both, then the Commission accepts full responsibility for the conduct of the action and the employee agrees to cooperate fully with the appointed counsel.
- (c) Provided that the conduct of the employee which gave rise to that action did not constitute gross negligence, misconduct or dereliction of his duty as an employee:
  - (i) The Commission shall pay any sum required to be paid by such employee in connection with the settlement of any claim made against the employee if such settlement is approved by the Commission, by the authorized supervisor, or
  - (ii) The Commission shall pay any damages or costs awarded against any such employee by any court or tribunal of competent jurisdiction in any such action or proceedings and all reasonable fees.

### **Article 18 Hours of Work**

- 18:01** (a) Hours of work shall be such as to satisfy the normal expectations of the position having regard to the custom and practice of the Horse Racing Industry in Manitoba and other comparable jurisdictions.
- (b) An employee who is required to work overtime beyond eight (8) hours per day or 40 hours per week shall receive compensation at time and one-half (1½ x) for all time worked. An employee who is required to work on the employee's day of rest shall receive compensation at two times (2x) for all time worked. (This clause does not apply to Appendix "B", "C" or "D" employees.)
- (c) At the employer's option, overtime shall be compensated by paying the employee for all time worked at the applicable rate, or by granting the employee equivalent time off in lieu thereof. All time off in lieu thereof, shall be granted at a time mutually agreeable to the employee and the employer, or authorized supervisory official.

### **Article 19 Health and Safety**

- 19:01** The Commission agrees that the Union may make recommendations to the Commission regarding matters of concern regarding the safety and well-being of employees.
- 19:02** The Employer and the Union agree that no form of abuse of employees will be condoned in the workplace. The parties will work together in recognizing and resolving such problems as they arise.

Any employee who believes a situation may become or has become abusive shall report this immediately to the Chair. The Employer shall notify the Union following receipt of the report. Every reasonable effort will be made to rectify the abusive situation to the mutual satisfaction of the parties.

## Article 20 Grievance Procedure

- 20:01** A grievance shall mean any dispute between an employee, group of employees or the Union and the Commission regarding the interpretation, application or alleged violation of this Agreement.
- 20:02** It is mutually agreed that an effort should be made to resolve disputes through discussion before written grievances are initiated.
- 20:03** Union Representative means the following:
- (a) Staff member of the Union;
  - (b) Union Steward as last indicated by the Union in writing to the Commission.
- 20:04** At any step of the grievance procedure, the grievor may elect to be accompanied by a Union Representative.
- 20:05** Days referred to in this Article are calendar days. The time limits within this Article can be extended by mutual agreement between the parties to this Agreement, provided such extension is requested prior to the expiry of the time allowed.
- 20:06** **Step 1**  
If the dispute is not resolved, the grievor or the Union may submit a written grievance to the authorized supervisor within ten (10) days from the date the grievor or the Union became aware, or ought reasonably to have become aware, of the circumstances giving rise to the grievance.  
  
Within seven (7) days of receipt of the grievance, the authorized supervisor shall reply in writing to the grievance.
- 20:07** **Step 2**  
If the dispute remains unresolved, the grievor or the Union may submit the grievance to the Chairperson or Vice-Chairperson of the Manitoba Horse Racing Commission a further ten (10) days from the date of receipt of the reply to the grievance from Step One.

The Manitoba Horse Racing Commission Board shall hold a hearing into the matter and the Chairperson or Vice-Chairperson shall reply in writing within ten (10) days of the hearing of the grievance.

- 20:08** Grievances involving suspension or dismissal shall be initiated at Step Two of the Grievance Procedure.
- 20:09** If the dispute is not resolved by the Step Two reply, the Union may refer the matter to arbitration. If the Commission's grievance is not resolved by the Union's reply, the Commission may refer the matter to arbitration.
- 20:10** The provisions of this Article apply to employees in classifications as set forth in Appendix B to this Agreement only to the extent that the subject matter of the grievance does not concern a matter within another Article of this Agreement, which specifically excludes recourse to grievance.

### **Article 21 Arbitration**

- 21:01** Within ten (10) days of receipt of the reply at Step Two of the Grievance Procedure, either party may submit the matter to arbitration by notifying the other party in writing of its desire to submit the dispute to arbitration and said notice shall contain the party's appointee to the Arbitration Board.
- 21:02** Within seven (7) days of receipt of the letter as provided in Article 21:01, the second party shall notify the first party in writing of the second party's appointee to the Arbitration Board.
- 21:03** Within seven (7) days of receipt of the letter as provided in Article 21:02, the two (2) appointees shall select a third member who shall be the Chairperson of the Arbitration Board and shall without delay notify the Union and the Commission of the name of the Chairperson.
- 21:04** If, in the event either party fails to appoint an appointee, or if the two appointees are unable to agree upon a third member within the applicable time limits specified, the appointment shall be made by the Chief Justice for the Province of Manitoba.

- 21:05** Following the appointment of a Chairperson, the Board shall, within a reasonable period of time, commence hearings and shall hear evidence and arguments submitted by or on behalf of the parties relevant to the matter submitted.
- 21:06** Nothing herein shall prohibit the parties from agreeing upon a single arbitrator within the time requirements of Article 21:01. If the parties so agree, the provisions of this Article relating to an Arbitration Board shall apply mutatis mutandis to the single arbitrator.
- 21:07** Any of the time limits referred to above may be extended by mutual agreement of the parties hereto.
- 21:08**
- (a) Within thirty (30) days, the Arbitration Board shall render its decision in writing to the Union and the Commission in the form of a written award.
  - (b) The decision of the majority shall be the decision of the Board and such decision shall be final and binding on both parties. Where there is no majority decision, the decision of the Chairperson shall be the decision of the Board.
  - (c) The Board shall not have the authority to amend, add to or in any manner change the provisions of this Agreement.
  - (d) Where the Arbitration Board determines that an employee has been dismissed or otherwise disciplined by the Commission for just cause, the Arbitration Board may substitute such other penalty or remedy in lieu of dismissal where the disciplinary action of the Board deems just and reasonable under the circumstances.
  - (e) Each party shall bear the expense of their appointee to the Board and shall bear equally the expenses of the Chairperson of the Board or Arbitrator.
- 21:09** 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 21:06 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 arbitrator.

If the single arbitrator is appointed as a mediator/arbitrator, the matter shall be heard as a mediation/arbitration.

## **Article 22 Rates of Pay**

- 22:01** Rates of pay shall be as set forth in the Appendices of this Agreement.
- 22:02** Employees shall be paid bi-weekly (every two [2] weeks) in accordance with Appendix A, B, C and D and the employee's payday shall be every second Friday, for a pay period ending the previous Sunday.
- 22:03** Breathalyzer Operators (Casual) shall be guaranteed a minimum of four (4) hours work when called in and shall be paid for a quarter ( $\frac{1}{4}$ ) hour for each segment of work between zero (0) and fifteen (15) minutes.

## **Article 23 Expenses**

- 23:01** The Commission agrees to reimburse employees such expenses for authorized expenses incurred, including the employee's use of his own vehicle while on the Commission's business, when the Commission has given prior authorization for the use of said vehicle.
- 23:02** **Privately Owned Vehicles**  
Reimbursement rates will be:
- (a) Effective October 1, 2014 base rate of \$0.45/km (minimum) based on a price of \$1.00/litre of regular gasoline. For every \$0.10 increase/decrease there would be a \$0.01 increase/decrease in the reimbursement rates. Rates will be reviewed semi-annually (September 30 and March 31).

**Article 24 Vacation**

- 24:01** For purposes of this Article, a vacation year is the twelve (12) month period beginning on April 1 and ending March 31.
- 24:02** An employee who has completed less than two (2) years of service shall receive fifteen (15) working days' vacation with pay.
- 24:03** An employee who has completed two (2) years of service and thereafter shall receive twenty (20) working days' vacation with pay.
- 24:04** An employee who has completed nine (9) years of service and thereafter shall receive twenty-five (25) days' vacation with pay.
- 24:05** An employee who has completed nineteen (19) years of service and thereafter shall receive thirty (30) working days' vacation with pay.
- 24:06** A part-time employee shall receive vacation pay according to the provisions of The Vacations With Pay Act of Manitoba.
- 24:07** Where operational requirements permit, vacation leave may be taken subject to approval of the authorized supervisor, such approval not to be unreasonably withheld.
- 24:08** The Commission may, upon request by the employee, authorize payment of vacation pay at the end of the vacation year to an employee who has been unable to utilize his or her vacation leave, such authorization not to be unreasonably withheld.
- 24:09** Employees in classifications set forth in Appendix B, C and D to this Agreement shall receive vacation pay upon the following basis:
- (a) Less than two (2) years' cumulative service - six (6%) percent;
  - (b) After completion of two (2) years' cumulative service - eight (8%) percent;
  - (c) After completion of nine (9) years' cumulative service - ten (10%) percent;

- (d) After completion of nineteen (19) years' cumulative service - twelve (12%) percent.

### **Article 25 Workers Compensation**

- 25:01** Where an employee is unable to work, and is in receipt of Workers Compensation wage loss benefits as a result of an injury incurred in the course of his duties, the employee, if he so elects, shall be paid an additional amount which, when combined with the wage loss benefits, shall ensure the maintenance of his net salary. Such additional amount shall be chargeable to the employee's sick leave credits accrued at the time the employee commenced receipt of Workers Compensation wage loss benefits, and such additional payments shall be payable until the employee's accrued sick leave credits have been exhausted.
- 25:02** Where an employee is absent due to injuries or disabilities for which compensation is paid under The Workers Compensation Act, vacation leave shall accumulate as if the employee were not absent, but the extent of such accumulation shall not continue beyond twelve (12) consecutive calendar months from the date the injury or disability occurred.
- 25:03** Notwithstanding Article 25:01, an employee's pay may only be "topped up" by ten percent (10%) of net salary.

If at any time it is decided by the Workers Compensation Board that the additional amount in Article 25:01 must be offset against benefits otherwise payable by the Workers Compensation Board, then such additional amount shall not be payable.

### **Article 26 Sick Leave**

- 26:01** Sick leave entitlement shall be granted when employees are unable to be at work to perform their regular duties as a result of illness or injury.
- 26:02** The sick leave to which an employee is entitled shall accumulate:

- (a) During the first four (4) years of his service at the rate of one-half (1/2) working day per biweekly pay period, and
- (b) After the first four (4) years of service, at the rate of one (1) working day per bi-weekly pay period.

- 26:03** An employee hired after the first working day of the pay period shall accumulate sick leave credits from the first day of the next pay period.
- 26:04** Part-time employees shall earn sick leave pro-rated on the basis of accumulated service and regular hours.
- 26:05** Where an employee is absent because of illness or injury; the employee shall endeavor to notify the supervisor or appropriate person of their absence as soon as reasonably possible. The Employer may request an illness certificate from a medical practitioner when sick leave goes beyond three (3) days.
- 26:06** Sick leave shall not accumulate beyond two hundred and eight (208) working days.
- 26:07** An employee on sick leave shall continue to accumulate sick leave credits for the first thirty (30) days.
- 26:08** Nothing in this Article shall prevent the Commission from granting additional sick leave credits.
- 26:09** Where an employee becomes ill during the period of the employee's scheduled annual vacation, the employer may grant sick leave and credit the employee with alternate days vacation equivalent to the number of days approved sick leave providing the illness is over three (3) days and may require hospitalization. The employee will be responsible to provide proof of illness and/or hospitalization satisfactory to the employer.

## **Article 27    Adoptive Parent Leave**

- 27:01** Upon written request to the authorized supervisor, an employee who is adopting a child, may be granted leave without pay up to a maximum of

seventeen (17) weeks to commence immediately following the date of the adoption. The employee may be required to furnish proof of adoption.

- 27:02** An employee shall be granted three (3) day's leave with pay to attend to needs directly related to the adoption of the child. At the employee's option, such leave shall be granted on the day of or the day following the adoption.
- 27:03** Part-time employees shall not be eligible for this benefit.

### **Article 28 Compassionate Leave**

- 28:01** An employee shall be entitled to compassionate leave for a period of five (5) days without loss of salary in the event of the death of a member of the employee's immediate family, and the employee shall determine when they are able to return to work if earlier than the five (5) days.
- 28:02** For purposes of granting compassionate leave, immediate family is defined as father, mother, brother, sister, spouse, child or ward of the employee, step-parent/step-child or relative permanently residing in the employee's household or with whom the employee permanently resides.
- 28:03** An employee shall be entitled to reasonable special leave to a maximum of one (1) day without loss of salary, for attending a funeral as a pallbearer, or to attend a funeral as a mourner or in the event of the employee's grandparent, grandparent-in-law, son-in-law, daughter-in-law, brother-in-law, sister-in-law, mother-in-law, father-in-law, aunt, uncle or grandchild.
- 28:04** An employee shall be entitled to additional compassionate or special leave to a maximum of two (2) days without loss of salary, requested for the purpose of attending a funeral at a distance of four hundred (400) kilometers or more.
- 28:05** Part-time employees shall be eligible for this benefit.

### **Article 29 Court Leave**

- 29:01** An employee who is summoned for jury duty or who receives a summons or subpoena to appear as a witness in a court proceeding, other than a court

proceeding occasioned by the employee's private affairs, shall be granted a leave of absence with pay for the required period of absence and all jury or witness fees received by the employee shall be remitted to the Commission.

### **Article 30 General Holidays and Special Leave**

**30:01** The parties hereto agree that the Commission is a place of amusement within the meaning of The Employment Standards Act insofar as the provisions of said Act apply to a general holiday.

**30:02** All Appendix A and B employees covered by this Collective Agreement required to work on a general holiday shall be paid at the rate of one and one-half (1½ x) times his regular pay for the days so worked, plus an extra day pay or another day off with pay at a time mutually agreeable to the employee and the employer.

**30:03** **Holidays**

The following holidays shall be paid holidays:

Christmas Day (Dec 25)	Easter Monday	Civic Holiday
Boxing Day (Dec 26)	Labour Day	Victoria Day
New Year's Day (Jan 1)	Remembrance Day (Nov 1)	Thanksgiving Day
Louis Riel Day	Canada Day (Jul 1)	Floating Day

\*Plus any other holiday proclaimed by federal or provincial statute.

**30:04** Subject to Article 30:02, for calculation purposes, holidays shall be observed as indicated below:

- (a) During the racing season, all shift employees where any of the holidays fall on a Saturday or a Sunday they shall be observed on that day. For purposes of this Article, a shift employee is one whose regular work week is not Monday to Friday inclusive;

- (b) During the non-racing season, for all employees where any of the holidays fall on a Saturday or Sunday, the holidays shall be observed on the following Monday. Where holidays fall on both Saturday and Sunday, the holidays shall be observed on the following Monday and Tuesday.

**30:05** When December 24 falls on a Monday through Friday the following shall apply:

- (a) All Racing Commission offices shall be closed at 1:00 p.m. in the afternoon during the non-racing season.
- (b) During the non-racing season where the Employer requires an employee to work a full shift, the employee shall be entitled to one-half (1/2) day of compensatory leave to a maximum of four (4) hours.
- (c) The day shall be considered a full working day for calculation purposes. (i.e. an employee on vacation will be deducted one [1] days' vacation credit for the day).
- (d) During the racing season normal hours prevail.

### **Article 31 Maternity Leave**

**31:01** An employee who qualifies for maternity leave may apply for such leave in accordance with either Plan A or Plan B but not both.

#### Plan A

**31:02** In order to qualify for Plan A, a pregnant employee or adoptive mother must:

- (a) Have completed seven (7) continuous months of employment for or with the Commission;
- (b) Submit to the Commission 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 Commission with a certificate of a duly qualified medical practitioner certifying that she is pregnant and specifying the estimated date of delivery.

**31:03** An employee who qualifies is entitled to and shall be granted maternity leave without pay consisting of:

- (a) A period not exceeding seventeen (17) weeks if delivery occurs on or before the date of delivery specified in the certificate mentioned in Article 31:02(c); or
- (b) A period of seventeen (17) weeks plus an additional period equal to the period between the date of delivery specified in the certificate mentioned in Article 31:02(c) and the actual date of delivery, if delivery occurs after the date mentioned in that certificate.
- (c) The Commission may vary the length of maternity leave upon proper certification by the attending physician and recommendation by the employing authority.

**31:04** An employee who has been granted maternity leave shall be permitted to apply up to a maximum of **five (5)** days of her accumulated sick leave against the Employment Insurance waiting period.

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

- (a) **In the week immediately following the discontinuation of payments of Employment Insurance Maternity benefits if the employee does not receive Employment Insurance Parental benefits; or**



- (b) In the week immediately following the discontinuation of payments of Employment Insurance Parental benefits, if the employee receives Employment Insurance Parental benefits immediately following the discontinuation of Employment Insurance Maternity benefits.**

Should the employee not return to work following her maternity leave for a period of employment sufficient to allow for re-accumulation of the number of sick days granted under subsection (a), the employee shall compensate the Commission for the balance of the outstanding days at the time of termination.

Approved sick leave with pay granted during the period of return shall be counted as days worked.

### Plan B

- 31:05** In order to qualify for Plan B a pregnant employee or adoptive mother must:
- (a) Have completed seven (7) continuous months of employment for or with the Commission;
  - (b) Submit to the Commission an application in writing, for leave under Plan B at least four (4) weeks before the day specified by her in the application as the day on which she intends to commence such leave;
  - (c) Provide the Commission with a certificate of a duly qualified medical practitioner certifying that she is pregnant and specifying the estimated date of her delivery;
  - (d) Provide the Commission with proof that she has applied for Employment Insurance benefits and that the ESDC has agreed that the employee has qualified for and is entitled to such Employment Insurance benefits pursuant to Section 22 Unemployment Insurance Act.

- 31:06** An applicant for maternity leave under Plan B must sign an agreement with the Commission providing that:
- (a) She will return to work and remain in the employ of the Commission on a full time basis for at least six (6) months following her return to work; and
  - (b) If she does not take parental leave as provided in Article 32 she will return to work on the date of expiry of her maternity leave; and
  - (c) If she does take parental leave as provided in Article 32, she will return to work on the date of the expiry of her parental leave; and
  - (d) Should she fail to return to work as provided above, she is indebted to the Commission for the full amount of pay received from the Commission as a maternity allowance during her entire period of maternity leave.
- 31:07** At the employee's request and with the recommendation of the Commission, the Commission may authorize an employee who has received maternity leave under Plan B to return to work on a part-time basis for a period of twelve (12) months.
- 31:08** An employee who qualifies is entitled to a maternity leave consisting of:
- (a) A period not exceeding seventeen (17) weeks if delivery occurs on or before the date of delivery specified in the certificate mentioned in Article **31:05(c)**; or
  - (b) A period of seventeen (17) weeks plus an additional period equal to the period between the date of delivery specified in the certificate mentioned in Article **31:05(c)** and the actual date of delivery, if delivery occurs after the date mentioned in that certificate;
  - (c) The Commission may vary the length of maternity leave upon proper certification by the attending physician and recommendation by the Commission.

**31:09** During the period of maternity leave, an employee who qualifies is entitled to a maternity leave allowance in accordance with the SUB plan as follows:

- (a) For the first **week** 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 the EI benefits the employee is eligible to receive and ninety-three percent (93%) of her weekly rate of pay;
- (c) **For the week immediately following the discontinuation of payments of Employment Insurance Maternity benefits an employee shall receive ninety-three percent (93%) of her weekly rate of pay provided the employee does not receive Employment Insurance Parental Benefits immediately following the exhaustion of the Employment Insurance Maternity Benefits.**

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

- (d) All other time as may be provided under Article **31:08** shall be on a leave without pay basis.

**31:10** Plan B does not apply to part-time employees or employees who normally are subject to seasonal layoff.

**31:11** During the period of maternity leave, benefits will not accrue. However, the period of maternity leave will count as service towards eligibility for long service vacation and long service sick leave entitlements.

**31:12** Where an employee's anniversary date falls during the period of maternity leave under Plan A or B, the employee shall be eligible to receive a merit

increase effective the date upon which she returns to her position of employment.

**31:13** Sections 57 through 60 (1) and 60 (4) inclusive of the Employment Standards Code respecting maternity leave shall apply “mutatis mutandis”.

### **Article 32 Parental Leave**

**32:01** In order to qualify for parental leave, an employee must:

- (a) Be the birth mother of a child; or
- (b) Be the birth father of a child or
- (c) Adopt a child under the law of a province.

**32:02** An employee who qualifies under :01 must:

- (a) Have completed seven (7) continuous months of employment and
- (b) Submit to the Commission an application in writing for parental leave at least (4) weeks before the day specified in the application as the day on which the employee intends to commence the leave.

**32:03** An employee who qualifies in accordance with Article 32:01 and 31:02 is entitled to parental leave without pay for a continuous period of up to **sixty-three (63)** weeks.

**32:04** Subject to Article 32:05, parental leave must commence no later than **eighteen (18) months after the** date of the birth or adoption of the child or the date on which the child comes into the actual care and custody of the employee.

**32:05** 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 Commission.

### **Article 33 Paternity Leave**

- 33:01** A male employee shall be granted three (3) day's leave with pay to attend to needs directly related to the birth of his child. Such leave shall be granted on the day of or the day following the birth of his child or the day of his wife's admission to or discharge from hospital.
- 33:02** Part-time employees shall be eligible for this benefit.

### **Article 34 Custom and Practice**

- 34:01** With respect to terms and conditions of employment, other than those specified in this Agreement, custom and practice in effect immediately prior to the commencement of the first Agreement shall be maintained until modified by mutual agreement between the parties hereto. The general areas to which the provisions of this Article shall apply shall be as agreed upon by the parties in a separate Memorandum of Agreement.

### **Article 35 Dental Plan**

- 35:01** The Commission agrees to continue a dental plan providing the same coverage as set forth in the dental plan in force and effect and as amended from time to time between the Manitoba Government and General Employees' Union and the Government of Manitoba. Cost of the plan shall be borne solely by the Commission, based on the current dental fee guidelines.
- 35:02**
- (a) Dental coverage will continue for the first seventeen (17) weeks of maternity leave, effective the first of the month following the date of ratification, and limited to maternity leaves commencing on and after that date;
  - (b) The annual maximum per claimant will be increased as follows:  
  
One thousand four hundred and seventy-five dollars (\$1,475).
  - (c) The orthodontic lifetime maximum will be increased as follows:

One thousand six hundred and seventy-five dollars (\$1,675).

(d) Part-time employees will be eligible for family coverage based on fifty percent (50%) of the coverage amounts applicable for full-time employees up to fifty percent (50%) of the maximum.

(e) All part-time employees on staff as of the date of ratification of this Agreement will be given the option to choose either;

To maintain their single coverage under the dental plan; or

To elect family coverage on a pro-rated basis in accordance with section (f) below;

(f) All employees, except the summer student, hired after the date of ratification of this Agreement will be eligible for family coverage in accordance with Article 35:02(d).

Note: The dental plan will not apply to the summer student.

### **Article 36 Pensions**

**36:01** The Employer agrees to continue funding pension benefits as provided under the Manitoba Superannuation Fund.

### **Article 37 Long Term Disability**

**37:01** The Commission agrees to fund, up to a maximum of one point two six percent (1.26%) of payroll effective January 1, 2001, Long Term Disability coverage for all employees. This coverage shall be either a group plan or individual coverage depending on availability and the specific provisions of such plan.

**37:02** The Employer agrees to continue the long term disability plan. It also agrees and understands that the employer is responsible for the payment of all premiums.

**Article 38 Hiring of Appendix B Employees**

- 38:01** The provisions of this Article shall apply to employees employed in classifications as set forth in Appendix B to this Agreement.
- 38:02** Appointments to positions within these classifications shall only be for the duration of a meet, whether Thoroughbred or Standardbred, terminable during the meet for cause.
- 38:03** Appointments to positions within these classifications shall be within the absolute discretion of the Commission.
- 38:04** The Commission shall within thirty (30) days after the close of a meet notify all such employees, whether or not the Commission is prepared to appoint them for the next succeeding meet. When the Commission notifies an employee it intends to reappoint him, the employee shall be required to notify the Commission by not later than at least ninety (90) days prior to the opening day of such succeeding meet whether or not he intends to accept such appointment, failing which the Commission shall be at liberty to appoint some other person to the position.
- 38:05** The following Article shall apply to the present incumbent only until such time as he retires or resigns. The Commission shall at least thirty (30) days prior to the close of a meet notify the Director of Security and the Veterinarian if he will be offered the same position for the next succeeding meet and the Director and Veterinarian shall notify the Commission within seven (7) days whether he accepts the appointment and should he fail to do so within the time limits the Commission may offer the position to some other party.
- 38:06** For purposes of determining the period of employment for Appendix B employees; for each year the Commission shall notify each employee under Articles 38:04 and 38:05 of the Collective Agreement, the dates of employment.

\*See Appendix "B" for rates of pay.

**38:07** Term or seasonal employees (Appendix B) are eligible to be covered by the Dental and Long Term Disability Plans during the off season. In order to qualify for coverage the employee must:

- (a) Have received from the Commission a written notice of re-employment;
- (b) Have provided to the Commission a written acceptance of re-employment; and
- (c) Have provided to the Commission a written undertaking that in the event the employee is unwilling or unable to report for work when required to do so by the Commission, the employee shall forthwith repay to the Commission any and all funds expended by the Commission with respect to the Dental and Long Term Disability Plans on behalf of the employee or the employee's family during the off season in question.
- (d) For up to thirty (30) days after the close of the meet until such time that employees are notified of reemployment status employees are eligible for Dental and Long Term Disability Plans.

Coverage shall commence on the date that conditions (a), (b) and (c) of this clause have been fulfilled.

**38:08** **Only those persons accredited as a Steward or Judge pursuant to the Racing Officials Accreditation Program (ROAP) or eligible to be accepted into the program shall be employed as a Steward, Steward-in-Training, Judge or Judge-in-Training.**

### **Article 39 Labour Management Committee**

**39:01** The parties agree to establish a Labour/Management Committee comprised of: one (1) employee representative, an MGEU Staff Representative, the Supervisor of Racing or Acting Supervisor of Racing and one member of the Manitoba Horse Racing Commission. The Committee shall meet at the request of either party for the purpose of discussing all matters of mutual



concern. The Committee shall have the power to make recommendations to the Union and to the Commission. Time spent in carrying out the functions of the Committee shall be considered to be time worked.

#### **Article 40 Retirement/Termination Allowance**

- 40:01** (a) Effective April 1, 2004, an employee whose services are terminated as a result of retirement in accordance with the Civil Service Superannuation Act, medical disability, permanent layoff, or death, shall receive retirement/termination allowance in the amount of one (1) week's pay at his/her then current salary for each complete year of service.
- (b) Upon an employee becoming entitled to a retirement/termination allowance in accordance with the provisions of Article 40:01(a), the Employer shall have the option to pay the allowance by twelve (12) equal consecutive monthly installments commencing on the first day of the second month following retirement, and continuing on the first day of each month thereafter until fully paid.
- 40:02** (a) Any Appendix "B" employee who has worked for the Commission for a minimum of ten (10) consecutive years, and who is at least fifty-five (55) years of age, shall be entitled to an equivalent severance pay on a pro-rated basis, to reflect the equivalent full-time service.
- (b) For the purpose of Article 40:02 (a), any Appendix "B" employee who is not notified within the time set out in Article 38:04 that the Commission is prepared to appoint them for next succeeding meet, shall be deemed to have been permanently laid-off.
- 40:03** Amend the superannuation plan to allow for retirement without penalty when an employee's age and years of service total eighty (80).

### **Article 41 Ambulance and Hospital Semi-Private Plan**

**41:01** The Commission shall continue to provide, for the life of this Collective Agreement, an ambulance and hospital semi-private plan and an extended health plan in accordance with the following:

- (a) The full premiums shall be paid by the Commission
- (b) Eligibility requirements will be the same as those in effect of the Dental Plan.

Orthotics - all custom made or stock foot orthotics prescribed by a medical practitioner or podiatrist, occupational therapist, physiotherapist, athletic therapist, or chiropractor. The orthotic must be removable, i.e. transferable from one shoe to another. Cost = additional \$0.13 single, \$0.33 family per biweekly.

Hearing Aids - Cost = additional \$0.03 single, \$0.11 family per biweekly. Coverage \$500/5 years.

### **Article 42 Simulcast Races**

**42:01** A simulcast race shall be considered as a live race if it substitutes for a live race and thereby extends the work day beyond ten (10) live races.

### **Article 43 Justice and Dignity**

- 43:01**
- (a) The Employees acknowledge that in addition to being employees of the Commission, they are also licensees pursuant to the provisions of The Manitoba Horse Racing Commission Act and all regulations passed pursuant to that authority.
  - (b) Subject to the provisions of the said Act and the regulations thereunder, the Employer agrees that it will not suspend an employee without pay until such time as the employee has been accorded a hearing conducted in compliance with all recognized administrative rules of natural justice pursuant to the Act and regulations thereunder.

- (c) It is further agreed that this provision applies only to circumstances occasioned by criminal or civil matters arising outside of the workplace and with no direct involvement with the affairs of the Employer.

#### **Article 44 Education**

- 44:01** When and where training and further education is required by the Employer for an employee to perform their function(s), pre-approval is necessary in order to be reimbursed for tuition only. Reimbursement shall be paid to the employee upon the successful completion of the training, for which the employee will provide a receipt.

#### **Article 45 Vision Care Plan**

- 45:01** Coverage for employees and dependents as per dental plan eligibility criteria.

- Eighty percent (80%) employer paid.
- Twenty percent (20%) employee paid.
- **Two hundred and seventy-five dollars (\$275.00)** per person every twenty-four (24) months effective **November 1, 2018**.
- Plan commencement upon signing of agreement.
- Coverage for prescription lenses and eye exams.
- For exams - the fee guide will be the optometrist/ophthalmologist suggested fee guide.
- Changes to the Dental Plan respecting eligibility during maternity leave and pro-rated family coverage for part-time employees will also apply to the Vision Care Plan.
- Laser eye surgery to be covered to maximum amount.

Effective the first of the month following the date of signing of this Agreement limited to vision care services performed on and after that date, the basis for payment for covered services shall be the current Optometric or Ophthalmological fee guide.

Effective the first of the month following the date of signing of this Agreement and limited to vision care expenses incurred on and after that day part-time employees will be eligible for family coverage based on fifty (50%) of the annual maximum per claimant identified in each of.

#### **Article 46 Family Related Leave**

**46:01** An employee shall be reasonably granted to up to five (5) days of leave with pay in each fiscal year to be charged against the employees' sick leave credits as follows:

- (a) The family responsibilities of the employee could not reasonably be accommodated by some other person, or in some other way, or at some other time;
- (b) The amount of leave is intended to cover the period until appropriate alternative arrangements can be made.

An employee's sick leave accumulation under Article 26 – Sick Leave will not be reduced to less than twelve (12) days per year as a result of the application of this provision.

#### **Article 47 Addictions**

**47:01** The parties recognize that alcohol and drug misuse and gambling addiction does occur and that such misuse has the potential to adversely affect an employee's work performance. Subject to employer approval, an employee will be granted sick leave to pursue treatment that involves time away from work for participation in residential, in-patient or out-patient services.

#### **Article 48 Drug Care Plan**

- 48:01**
- (a) Eligibility requirements for employees and dependents will be the same as the Dental Service Plan;
  - (b) Co-insurance be based on eighty percent (80%) reimbursement;

- (c) The maximum payment per contract (family) is **eight hundred dollars (\$800.00)** per year **effective November 1, 2018**.

Other terms and conditions of the Drug Care Plan will be similar to those currently in effect for the Drug coverage provisions of the existing employee-paid Extended Health Benefit (EHB) Plan.

#### **Article 49 Bridging of Service**

**49:01** A regular employee who resigns as a result of the employee's decision to raise a dependent child or children, and is re employed, upon written notification to the employing authority shall be credited with the length of service accumulated up to the time of resignation for the purposes of sick leave, severance and long service vacation entitlement benefits as defined in this Agreement and based on service seniority. The following conditions shall apply:

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

**Article 50 Shortened Season**

**50:01** In the event that the season is shortened the Employer will endeavor to call back employees earlier.

**Article 51 Resignations**

**51:01** An employee wishing to resign shall provide the employing authority with a written notice of resignation, which shall specify the last day upon which the employee will perform the employee's regular duties.

**51:02** Unless otherwise mutually agreed, the effective date of a resignation shall be the last day upon which an employee is present at work and performs the employee's regular duties.

Articles 51:01 and 51:02 do not apply when the employee is retiring in accordance with the Superannuation Plan.

**51:03** Subject to Articles 51:04, 51:05 and 51:06, where the last day on which an employee who has submitted a notice of resignation performs the employee's regular duties precedes a Friday which, but for the fact that a holiday falls thereon would be a regular working day, the employee shall be deemed to have voluntarily terminated the employee's service on that Friday and shall be eligible for holiday pay for that Friday.

**51:04** Subject to Article 51:06 employees shall give written notice of resignation at least two (2) weeks prior to the date on which the resignation is to be effective. Notice of resignation shorter than the required two (2) weeks may only be given with the approval of the employing authority.

**51:05** An employee may, with the approval of the employing authority, withdraw the notice of resignation at any time before the resignation becomes effective.

**51:06** Where the employment of an employee terminates at the end of a specific term of employment, or on the completion of a job for which the employee was specifically employed, no notice of resignation is required.

## **Article 52 Loss of or Damage to Personal Effects**

- 52:01** Where an employee who, in the course of carrying out her duties, suffers damage to, or loss of, eye-glasses, false teeth, a watch or other personal effects usually carried with or worn by the employee, including clothing but not including underwear, the employee shall be reimbursed at full replacement cost provided the item that is lost or damaged beyond repair and proof of purchase is submitted. The employee shall be reimbursed full cost for any item purchased within three (3) months of the incident, otherwise reimbursement shall be seventy-five per cent (75%) of the replacement cost.
- 52:02** All incidents of loss of, or damage to personal effects as mentioned in Article 52:01, shall be reported in writing by the employee whose personal effects are lost or damaged to the supervisor within twenty-four (24) hours of the incident.
- 52:03** Employees are responsible for any personal effects which are brought to their place of work and are not specifically required in the course of their employment; and no claim for compensation will be considered for loss or theft of or damage to personal effects or clothing other than damage to clothing that occurs as a result of an accident, normal wear and tear excepted.

## **Article 53 Compassionate Care Leave**

- 53:01** 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:
- (a) An employee must have completed at least thirty (30) days of employment as of the intended date of leave.
  - (b) 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.

- (c) An employee may take no more than two periods of leave, totaling no more than eight (8) weeks, which must end no later than twenty-six (26) weeks after the day the first period of leave began. No period of leave may be less than one (1) week duration.

**53:02** For an employee to be eligible for leave a physician who provides care to the family member must issue a certificate stating that:

- (a) A family member of the employee has a serious medical condition with a significant risk of death within twenty-six (26) weeks from:
  - (i) The day the certificate is issued, or
  - (ii) If the leave was begun before the certificate was issued, the day the leave begun; and
- (b) The family member requires the care or support of one or more family members.

**53:03** The employee must give the employer a copy of the physician's certificate as soon as possible.

**53:04** A family member for the purpose of this Article shall be defined as:

- (a) A spouse or common-law partner of the employee;
- (b) A child of the employee or a child of the employee's spouse or common-law partner;
- (c) A parent of the employee or a parent of the employee's spouse or common-law partner;
- (d) Any other person described as family in the applicable regulations of the Employment Standards Code.

**53:05** 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 the right to cancel the relief shifts scheduled to cover the anticipated absence without additional cost.

- 53:06** Seniority shall accrue as per Article 3.
- 53:07** An employee may apply to utilize income protection to cover part of the two (2) week Employment Insurance waiting period.
- 53:08** In the event that the death of a family member occurs during this period of leave, the employee shall be eligible for Compassionate Leave as outlined in Article 28.

#### **Article 54 Off Season Benefits**

- 54:01** The Employer will notify the employees' in writing if benefits will cease during the off-season.


#### **Article 55 Contracting Out**


- 55:01** Manitoba Horse Racing Commission shall not contract out any work or privatize any work that has been performed or could be performed by Class A employees, Judges or Stewards covered by this Agreement after commencement of a live racing season.

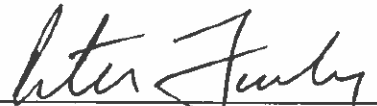
Note: Drug testing, security and/or conducting breathalysers are not considered to be work normally performed by Judges and Stewards.

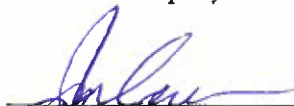
IN WITNESS WHEREOF A representative of Manitoba Horse Racing Commission has hereunto set their hand for, and on behalf of, Manitoba Horse Racing Commission; and a Staff Representative of Manitoba Government and General Employees' Union has set their hand for, and on behalf of, Manitoba Government and General Employees' Union.

Signed this 20 day of June 2019.

  
\_\_\_\_\_  
On behalf of Manitoba Horse Racing Commission

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

  
\_\_\_\_\_  
On behalf of Manitoba Horse Racing Commission

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

**Letter of Understanding**

*between*

**Manitoba Horse Racing Commission**

*and*

**Manitoba Government and General Employees' Union**


**Re: Custom and Practice**

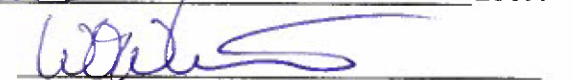
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Pursuant to Article 34, the following areas of concern shall be governed by the provisions of Article 34:

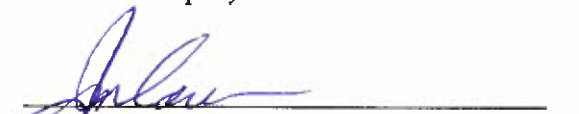
- 1) Coffee and Meal Breaks
- 2) Parking for Employees (while at Assiniboia Downs)

Signed this 20 day of June 2019.

  
On behalf of Manitoba Horse Racing Commission

  
On behalf of Manitoba Government and General Employees' Union

  
On behalf of Manitoba Horse Racing Commission

  
On behalf of Manitoba Government and General Employees' Union

**Memorandum of Agreement**

*between*

**Manitoba Horse Racing Commission**

*and*

**Manitoba Government and General Employees' Union**

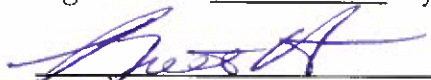
**Re: Classification Guidelines**


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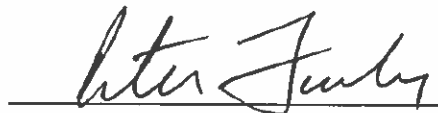
Any experience gained as a Judge in Training or Steward in Training shall not be included in determining the level to which a Judge or Steward has attained. The Commission may at its sole discretion deem a series of weekend or other non-extended meets to be, collectively, a “meet” for the purpose of determining the level of a Judge or Steward.

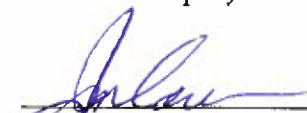
The Commission may at its sole discretion accept an individual meet as a “year’s race experience” notwithstanding that same does not extend for a significant portion of the calendar year and may in its discretion thereby credit the Judge or Steward with two (2) years’ race experience for working at two (2) extended meets in one (1) calendar year, provided that such meets are extended and of sufficient caliber to, in the opinion of the Commission, warrant such credit.

Signed this 20 day of June 2019.

  
On behalf of Manitoba Horse Racing Commission

  
On behalf of Manitoba Government and General Employees' Union

  
On behalf of Manitoba Horse Racing Commission

  
On behalf of Manitoba Government and General Employees' Union

**Memorandum of Agreement**

*between*

**Manitoba Horse Racing Commission**

*and*


**Manitoba Government and General Employees' Union**

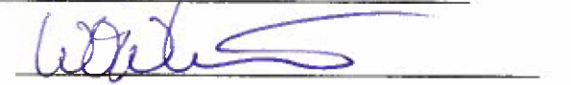
**Re: Employee Benefits**

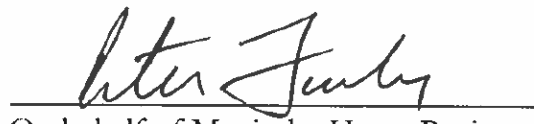
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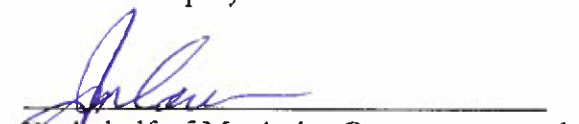
The Commission agrees to provide life insurance and accidental death and dismemberment insurance at the same rates as the Province, based on the multiples of the employee's salary, the cost of which is to be borne by the Commission and the employee.

Signed this 20 day of June 2019.

  
On behalf of Manitoba Horse Racing Commission

  
On behalf of Manitoba Government and General Employees' Union

  
On behalf of Manitoba Horse Racing Commission

  
On behalf of Manitoba Government and General Employees' Union

**Memorandum of Agreement**

*between*

**Manitoba Horse Racing Commission**

*and*

**Manitoba Government and General Employees' Union**

**Re: Employment Security - Appendix "B" Employees - Thoroughbred Meet**

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The bi-weekly rates of pay shall be as per Appendix "B" as attached. These rates are the basic bi-weekly rates. Other payments, such as vacation pay and holiday pay, shall be in addition to the basic rates of pay.


Should any of the Appendix "B" employees be required to work prior to the Thoroughbred Meet the rate of pay shall be as specified in Appendix "B" as attached.


Should any of the Appendix "B" employees be required to work after the Thoroughbred Meet the rate of pay shall be as specified in Appendix "B" as attached. This memorandum of agreement shall be attached to and form part of the Collective Agreement.

Signed this 20 day of June 2019.

  
On behalf of Manitoba Horse Racing Commission

  
On behalf of Manitoba Government and General Employees' Union

  
On behalf of Manitoba Horse Racing Commission

  
On behalf of Manitoba Government and General Employees' Union

## Memorandum of Agreement

*between*

**Manitoba Horse Racing Commission**

*and*

**Manitoba Government and General Employees' Union**

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

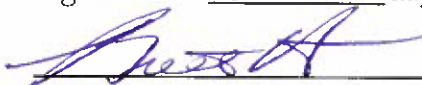
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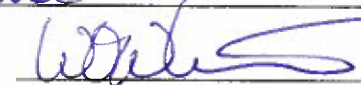
The parties agree to the establishment of a Health Spending Account for permanent full and part-time employees within the following parameters:

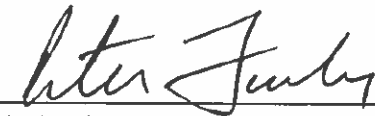
- The Health Spending Account shall apply to permanent full and part-time employees on staff as of January 1, 2005.
- The HSA shall become applicable to claims for allowable expenses (as determined by the account plan) incurred commencing January 1, 2005.
- Effective **November 1, 2018**, and applicable to permanent full and part-time employees on staff as of **November 1, 2018**, maximum claims shall be increased to **seven** hundred dollars (**\$700.00**) per year per full-time employee and **three hundred fifty** dollars (**\$350.00**) per year per part-time employee.
- There is no carryover of HSA dollars from one year to the next, but an employee can carry forward claims for up to one year. i.e. a full time employee had \$150 in claims in the first year. The employee can claim the \$120 and carry forward the additional \$30 in claims for up to one year.
- Employees can apply for reimbursement once claims total \$100 (i.e. the “trigger point”).
- Reimbursement for claims is once every two months.

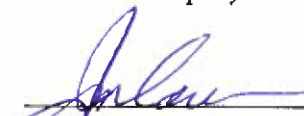
- An employee must file a claim.
- Employees to receive annual statements.
- The plan shall use Revenue Canada's definition of dependent (i.e. an employee can pay HSA eligible expenses for anyone for whom they can claim a tax deduction).
- Plan coverage and administration is to be determined by the Employer.

Signed this 20 day of June 2019.

  
On behalf of Manitoba Horse Racing Commission

  
On behalf of Manitoba Government and General Employees' Union

  
On behalf of Manitoba Horse Racing Commission

  
On behalf of Manitoba Government and General Employees' Union



**Memorandum of Agreement**

*between*

**Manitoba Horse Racing Commission**

*and*

**Manitoba Government and General Employees' Union**

**Re: Call Back (Between Meets)**

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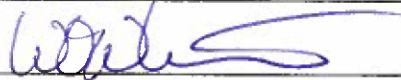
Between the end of a scheduled meet and the commencement of another, the Commission may employ one or more (but not all) employees for necessary work on the following understanding:

- The work might not necessarily fall into the general job description of the duties carried out by the employees during a scheduled meet,
- The work would not have to be offered or shared among all employees,
- The Commission to have full discretion in choosing which employees to offer work to,
- The employees to have full discretion to accept or refuse the work,
- During the normal call back or season end for Stewards (three days prior and three days post scheduled meet as per Rule Book) or traditional (one week prior, three days post) no employee would be called back under this provision on an hourly basis.
- Any potential hourly work would carry a guarantee of a minimum of four hours.
- Hourly Wages:     **November 1, 2018 \$22.90/hour**

Signed this 20 day of June 2019.




On behalf of Manitoba Horse Racing Commission



On behalf of Manitoba Government and General Employees' Union



On behalf of Manitoba Horse Racing Commission



On behalf of Manitoba Government and General Employees' Union

## Letter of Understanding

*between*

**Manitoba Horse Racing Commission**

*and*

**Manitoba Government and General Employees' Union**

**Re: Veterinarian**

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The current incumbent in the Veterinarian-Thoroughbred position will be grandfathered into the rates and terms of this collective agreement.

Following retirement or resignation of the incumbent, the pay scale will be adjusted to be based on the equivalent salary schedule for Veterinary Medical Officer 2s (VT2) employed by the Province of Manitoba. The Manitoba Horse Racing Commission will use VT2 Step 1 for 0-3 seasons, Step 4 for 4-5 seasons and Step 6 for 6 or more seasons.

Upon the retirement or resignation of the current incumbent the Manitoba Horse Racing Commission may find it necessary to engage a clinic or clinics to furnish veterinarian services as required due to recruitment difficulties and may exercise this option in the event it cannot attract a veterinarian meeting a minimum of Province of Manitoba Veterinarian 2 qualifications.

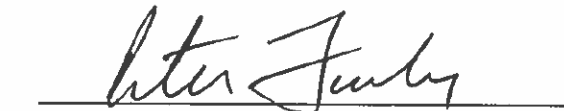
Signed this 20 day of June 2019.



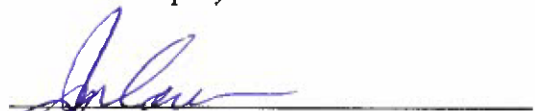
On behalf of Manitoba Horse Racing  
Commission



On behalf of Manitoba Government and  
General Employees' Union



On behalf of Manitoba Horse Racing  
Commission



On behalf of Manitoba Government and  
General Employees' Union

**Memorandum of Agreement**

*between*

**Manitoba Horse Racing Commission**

*and*

**Manitoba Government and General Employees' Union**

**Re: Salary Scale “Me Too”**

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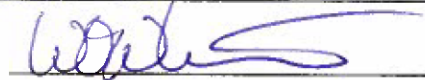
The parties agree to the following:

- “Me Too” clause to match salary scale changes to the Government Employees Master Agreement (GEMA).
- **“Me Too” clause to match benefit entitlement changes to the Government Employees Master Agreement (GEMA) to the following:**
  - **Vision Care Plan**
  - **Drug Care Plan**
  - **Health Spending Account (HSA)**
- To include corresponding increase to hourly wages in Memorandum of Agreement (Re: Call Back).
- All wages including merit increments shall be retroactive to November 1, **2018** to all current and resigned employees.

Signed this 20 day of June 2019.



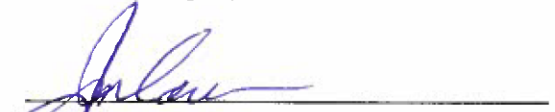
On behalf of Manitoba Horse Racing Commission



On behalf of Manitoba Government and General Employees' Union



On behalf of Manitoba Horse Racing Commission



On behalf of Manitoba Government and General Employees' Union

### Salary Scales – Appendix A to D

Effective November 1, 2018 - 2.00% Increase							
"A"	CLASSIFICATION	START	3 MO	12 MO	24 MO	48 MO	72 MO
	SENIOR CLERK						
	Annual Salary	35,081.32	36,098.23	37,114.61	38,178.40	39,132.92	40,111.14
	Bi-Weekly Salary	1,344.79	1,383.77	1,422.73	1,463.51	1,500.10	1,537.60
	CLERICAL I						
	Annual Salary	32,945.22	33,932.22	34,948.59	35,995.43		
	Bi-Weekly Salary	1,262.90	1,300.74	1,339.70	1,379.83		
	CLERICAL II						
	Annual Salary	28,878.36	30,097.20	31,521.94	32,466.82		
	Bi-Weekly Salary	1,107.01	1,153.73	1,208.34	1,244.56		
Effective November 1, 2018 - 2.00% Increase							
"B"	CLASSIFICATION		STEP I (0-3 seasons)	STEP II (4-5 seasons)	STEP III (over 5 seasons)		
	DIRECTOR OF SECURITY						
	Bi-Weekly Pay		2,195.60	2,291.91		2,406.51	
	COORDINATORY OF SECURITY						
	per hour		17.16	18.41		19.66	
	VERTERINARIAN-THOROUGHBRED						
	Bi-Weekly pay		3,988.61	4,188.03		4,397.74	
	VERTERINARIAN - STANDARD BRED						
	Bi-Weekly pay		3,382.48	3,551.60		3,729.17	
	JUDGES/STEWARDS A.S.D. IN TRAINING						
	Bi-Weekly pay		2,521.96	-		-	
	JUDGES/STEWARDS A.S.D.						
	Bi-Weekly pay		3,149.16	3,324.44		3,515.52	

## Effective November 1, 2018 - 2.00% Increase

**"C" Judges Rural**

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Judge (in-training - no previous experience)	228.59	per race day
Junior (0-3 seasons)	235.20	per race day
Intermediate (4-5 rural or extended seasons)	263.49	per race day
Senior (over 5 seasons)	293.30	per race day

## Effective November 1, 2018 - 2.00% Increase

**"D" RATES OF PAY**

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Breathalyzer Operator & Casual Help	14.74	Per Hour - min of 4 hours
Breathalyzer ASD (With Stewards/Judges license and assigned additional duties)	172.05	Per Diem
Security Officer	15.39	Per Hour

An additional \$21.00 per race will be paid to each Steward and Steward In-Training, as well as the Veterinarian, exceeds eight (8) Thoroughbred races plus one (1) Quarter horse race.

The presiding Judge/Steward at A.S.D. shall receive an additional fifty-five dollars (\$55.00) per week.

In recognition of having obtained an accreditation certificate, Judges/Stewards will receive an additional twenty-five dollars (\$25.00) bi-weekly.

For seniority purposes three (3) rural seasons equal one (1) race meet.

Where the Veterinarian works on any day beyond five (5) days in a week, the Employer shall pay the Veterinarian a minimum of three (3) hours pay at a rate of fifty-five dollars (\$55.00) per hour, as approved and/or authorized by the Employer.

In recognition of those who attain accreditation they shall receive at the end of the season a sum of fifty dollars (\$50.00).

Where cancellation of the meet takes place, payment for the scheduled race day will be applied.

\*\*Appendix "C" employees shall be paid for every scheduled race day, whether or not racing takes place.