

Collective Agreement

between

Manitoba Centennial Centre Corporation

and

The Manitoba Government and General Employees' Union

Local 125

June 8, 2020 to June 1, 2024

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*All changes appear in **bold**.

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Manitoba Centennial Centre Corporation Employees' Agreement

Province of Manitoba

This Agreement entered into this 1st day of February, 2023, between the Manitoba Centennial Centre Corporation, 555 Main Street, Winnipeg, Manitoba, hereinafter referred to as the Corporation and the Manitoba Government and General Employees' Union, Manitoba Centennial Concert Hall Component, hereinafter referred to as the Union.

WITNESSETH:

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

Article 1 Interpretation

- 1:01** In this Agreement, unless the context otherwise requires, the expression:
- (a) "Anniversary date" of an employee shall be the first day of the month following initial employment. Notwithstanding the foregoing, where an employee is initially employed on the first working day of the month **their** anniversary date shall be the first day of the month in which **they are** employed.
 - (b) "Casual employee" means an employee who normally works on an "as, if and when" needed basis and who may work less than the full normal daily, weekly or monthly hours of work, as the case may be, and whose work may be irregular, or non-recurring or may not follow an ongoing predetermined schedule of work on a regular and recurring basis.

- (c) “Classification” means one or more positions which are sufficiently similar in duties, responsibilities, skills and knowledge required to be given the same occupational title.
- (d) “Continuous service” or “continuous employment” means employment with the Corporation where there has been no break in service involving termination of employment.
- (e) “Department” means a department of the Corporation.
- (f) “Employee” means an employee within the bargaining unit of the Manitoba Centennial Centre Corporation.
- (g) “Merit increase” means an increase in the rate of pay of an employee of at least one step in the pay range of **their** classification.
- (h) “Part-time employee” means an employee who normally works less than the full normal daily, weekly or monthly hours, as the case may be, and whose work follows an ongoing, predetermined schedule of work on a regular and recurring basis.
- (i) “Position” means a position of employment with the Corporation.
- (j) “Promotion” means a change of employment with the Corporation from one position to another having a higher maximum salary.
- (k) “Union” means the Manitoba Government and General Employees’ Union.
- (l) “Term employee” means an employee hired for a specific period of time or the completion of a specific job or until the occurrence of a specified event.

1:02 A permanent employee is eligible to apply for a term position and if appointed to the term position, will maintain their permanent employment status. Upon completion of the term position, the employee shall be returned to their former position.

No notice of termination or payment in lieu of notice is required where:

- (i) The employment of a term employee terminates at the end of a specific term of employment;
- (ii) A permanent employee is appointed to a term position.

Where an employee's term position is terminated prior to the end of a specific term of employment, an employee will receive written notice prior to the date of termination or granted payment in lieu thereof based on the following:

- (i) One (1) week notice to an employee who has worked in the term position at least thirty (30) days but less than one (1) year; or
- (ii) Two (2) weeks' notice to an employee who has worked in the term position at least one (1) year and less than three (3) years;
- (iii) Four (4) weeks' notice to an employee who has worked in the term position at least three (3) years and less than five (5) years;

For situations related to Workers Compensation, Long Term Disability, illness or accident where the return date of the current incumbent is not known or where an employee on maternity or parental leave returns from leave earlier than anticipated, the Employer shall state on the position bulletin that the term position will expire subject to twenty-four (24) hours' notice of return of the current incumbent to their position.

A term employee's position may be terminated by the Corporation prior to the end of a specific term of employment, for any reason, and not subject to grievance or arbitration except for the issue of notice or payment in lieu of notice. The extension of a term position or the rehiring of a term employee is based on management's sole discretion.

1:03 Where the singular and masculine are used in this Agreement, the same shall be construed as meaning the plural or feminine gender where the context so admits or requires.

Article 2 Duration of Agreement

2:01 This Agreement shall become effective **June 8, 2020** and shall continue in effect up to and including **June 1, 2024**, and shall remain in force and effect from year to year thereafter unless written notice of request to negotiate a revision is given by either party at least forty-five (45) calendar days prior to the expiry date hereof. During the period required to negotiate a renewal, or revision and renewal of this Agreement, the provisions of the Agreement shall remain in full force and effect without change.

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

Article 3 Application of Agreement

3:01 This Agreement shall apply to:

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

Chief Executive Officer

Executive Assistant

Director, Finance and Administration

Manager, Human Resources

General Manager, Centennial Concert Hall and Manitoba Production Centre

Manager, House Services

Manager, Marketing and IT

Director, Capital Development and Physical Plant

Operations Manager, Facilities

Manager, Security and Parking

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

Payroll and Benefits Coordinator

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

Article 4 Corporation Rights

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

Article 5 Union Dues Check Off

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

Article 6 Pay Plan

- 6:01** The provisions of the pay plan after being mutually agreed upon by both parties hereto, are incorporated into and shall form part of this Agreement.
- 6:02** Salary earned shall be paid on the basis of the bi-weekly rates shown in the pay plan.
- 6:03** An employee who does not work during every working day in the applicable pay period and by reason thereof is not entitled to be paid an amount equal to the salary for the pay period, is entitled to be paid an amount equal to the applicable daily rate for **their** step multiplied by a number comprising the number of days actually worked in that pay period plus any holiday or holidays in that period for which the employee is entitled to be paid.
- 6:04** Procedure for amending the pay plan in respect to the establishment of pay ranges for the new classes of employees and the adjustments of pay ranges for existing classes of employees covered by this Agreement shall be by joint negotiations between both parties hereto.
- 6:05** If it is necessary for the purpose of recruitment or retention to effect an upward adjustment to the pay range of an established classification, the Corporation shall consult with the Union and shall amend the pay plan to

give effect to the required changes. In no case shall such pay range be less than already existing for the classification.

- 6:06 (a) Retroactive pay adjustments for the period between the expiration of the old Agreement and the date of the new Agreement shall apply to:**
- (i) Employees who are in the employ of the Corporation on the date of the signing of the new Agreement;**
 - (ii) Employees who have left the Corporation during the above mentioned period because of retirement in accordance with the provision of The Civil Service Superannuation Act, or who have died in service;**
 - (iii) Employees who have left the Corporation during the interim period by reason of being laid off by the Corporation.**
- (b) Upon written request within sixty (60) days from the signing of this Agreement, the Corporation agrees to pay retroactive salary adjustments to employees who have left the Corporation between the effective date of the Agreement and the date it is signed.**

Article 7 Merit Increases

- 7:01** An employee is eligible to receive a merit increase on **their** anniversary date if the Corporation considers **their** work performance to be satisfactory. The effective date for such a merit increase shall be the first day of the biweekly pay period which includes **their** anniversary date.
- 7:02** Where the Corporation intends to withhold an employee's merit increase, the employee shall be given written notice prior to **their** anniversary date stating the reason(s) for which the merit increase is being withheld.
- 7:03** Where a merit increase is not granted to an employee on the employee's anniversary date:

- (a) The merit increase may be granted to the employee on any subsequent monthly anniversary date which is not less than three (3) months from the employee's anniversary date provided that the reason for withholding the merit increase has been remedied and ceases to exist. The effective date for such a merit increase shall be the first day of the biweekly pay period which includes the subsequent monthly anniversary date referred to;
- (b) The employee may file a grievance at Step 2 of the grievance procedure.

Article 8 Personnel Selection

- 8:01** Subject to Article 11:05, the Corporation shall, wherever possible, fill vacant or new positions by competition from within its present employees. The selection of **the best qualified candidate from among the** employees who apply shall be on the basis of ability, qualifications and prior work performance. Where, in the opinion of the Corporation, ability, qualifications and prior work performance are considered equal, seniority shall be the determining factor.
- 8:02** When a vacancy occurs within the bargaining unit, the Corporation shall bulletin the position specifying a closing date at least five (5) working days after the date on which the position is bulletined and all employees of the Corporation shall be eligible to apply. The closing date for a bulletin may be altered by mutual agreement of the parties.
- 8:03** Where response to a bulletin, in the opinion of the Corporation, fails to provide a suitably qualified candidate, the Corporation shall be at liberty to fill the vacancy in any manner it chooses.
- 8:04** Wherever possible, the Corporation shall endeavour to fill any vacancy within a reasonable period following the closing date of the bulletin.
- 8:05** Where an employee has submitted an application to a bulletined position, the Corporation shall issue a written reply to the employee, within ten (10) working days following the date of selection of the successful candidate,

advising **them** of the outcome. Upon written request from the employee within ten (10) working days of the date of the receipt of the written reply, the Corporation agrees to discuss the reason(s) why **they were** not the successful candidate and at the employee's option, **they** shall have the right to have a representative present at such time.

8:06 Where an employee is promoted to a higher classification, **they** shall be paid at a rate of pay set out in the pay range for the classification that is at least one full increment more than the rate of pay **they were** being paid in **their** former classification, but in no case shall the new rate exceed the maximum rate of pay for the new classification.

8:07 **When an employee is not successful for a job posting, the employee may request a meeting with the hiring leader to review their results within five (5) working days of being notified. If the employee wishes to pursue a grievance, it must be filed within ten (10) working days of the meeting. Prior to any grievance hearing being held the Union shall be provided with an outline of the selection process used and the reasons for non-selection of the unsuccessful applicant.**

Article 9 Temporary Appointment with Acting Status

9:01 Where the Corporation certifies that a person employed in one position has temporarily taken over and has continued to perform for ten (10) or more consecutive working days, the duties and responsibilities of some other position having a higher grade of pay, **they** shall be appointed temporarily to that other position from the date of taking over the duties and responsibilities of that other position until the temporary appointment is revoked; and upon the temporary appointment being revoked **they** shall, unless **they are** appointed or promoted to some other position, revert to **their** original position and be paid the rate of pay for **their** original position that **they** would be paid if **they** had never held the temporary appointment.

Article 10 Probation and Assessment Period

- 10:01** Every person appointed to a position within the bargaining unit shall be on probation for a period of six (6) months.
- 10:02** An employee's probation period may be extended by the Chief Executive Officer or designate. Such extension may be for a maximum period of six (6) months. In the event of a lengthy absence due to illness or injury during the probation period, the employing authority may extend the probation period for longer than twelve (12) consecutive months, subject to agreement of the Union. The total time spent on probation while at work, however, shall in no circumstance exceed twelve (12) months.
- 10:03** An employee shall be notified in writing of any extension of the probation period under Article 10:02 prior to the expiry of the probation period. A meeting may be held with the employee to discuss the extension. The employee has the option to have a representative present.
- 10:04** An employee's probation period of six (6) months plus any extension shall be considered the initial probation period. This initial probation period shall not exceed twelve (12) months except as outlined in Article 10:02.
- 10:05** An employee who is rejected during the initial probation period may grieve the rejection at Step 2 of the grievance procedure within fifteen (15) working days from the date the employee received notice of the rejection. The Chief Executive Officer or designate shall hold a meeting to discuss the grievance with the employee and the employee's representative. The decision at Step 2 shall be final for such grievances.
- 10:06** **Where an employee has been unsuccessful during an assessment period following a promotion or transfer, the Corporation shall relocate the employee to the employee's former position or to a position comparable to the former position.**
- 10:07** **Every employee appointed, promoted or transferred to another position within the Corporation shall complete an assessment period of sixty**

(60) working days. The purpose of the assessment period is to assess whether the employee is able to perform the duties and functions of the position.

- 10:08 An employee's assessment period may be extended by the Chief Executive Officer or designate. Such extension may be for a maximum period of thirty (30) working days. Any extension will be confirmed in writing with the reasons therefore.**
- 10:09 In the event of a lengthy absence during the assessment period, the Corporation may extend the assessment period equivalent to the length of the employee's absence.**

Article 11 Layoff and Recall Procedure

- 11:01** Subject to consideration of their respective abilities, qualifications and records of performance, employees will be laid off in order of seniority from the classification in which the layoff is to take place, starting with the most junior in that classification and proceeding in ascending order to the most senior. Where there are part-time employees in the classification from which the layoff is to take place they shall be laid off prior to the layoff of any full-time employee. An employee with four (4) or more years of seniority who is to be laid off may be considered by the Employer to displace the most junior employee in the Corporation in another class which has the same or lower maximum rate of pay. For this purpose, the rate of pay will be based on the biweekly rate of pay in the pay plan. The decision as to whether a displacement will occur in these circumstances is subject to a consideration of the respective abilities, qualifications and records of performance of the two (2) employees by the Employer.
- 11:02** a) A full time permanent employee who is being laid off shall receive written notice from the Corporation of the date on which **they are** to be laid off at least four (4) weeks prior to that date. A part time permanent employee will receive two (2) weeks' notice.

(b) Where the Corporation is unable to provide proper notice as in (a) above the employee shall receive pay in lieu of such notice.

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

Article 12 Resignations

- 12:01** An employee who wishes to resign shall provide the Corporation with a written notice which specifies the date the resignation is to be effective in accordance with the following:
- (a) For employees with at least thirty (30) calendar days but less than one (1) year of employment, at least one (1) weeks' notice is required,

- (b) For employees with at least one (1) year employment, at least two (2) weeks' notice is required.

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

- 12:02** The Corporation may deduct from any monies due or accruing to **them**, allowable deductions including but not limited to corrections of payroll errors, pay advances and over payments, compensation due and indebtedness in accordance with Articles 20:06(c), 21:08, 22:05(b), 22:07(d) and other applicable articles.
- 12:03** An employee may, with the approval of the Corporation, withdraw **their** notice of resignation at any time before **their** resignation is to become effective.
- 12:04** Where an employee is absent without leave for a period of five (5) consecutive working days, without giving an explanation acceptable to the Corporation, **they** shall be considered to have abandoned **their** position and shall be deemed to have resigned effective the last date on which **they were** present at work and performed **their** regular duties.
- 12:05** The employee agrees to return all keys, equipment, uniforms, parking passes, training manuals, personal protective equipment, e.g. hard hats, harnesses and other materials belonging to the Employer prior to or at termination date.

Article 13 Disciplinary Action

- 13:01** An employee shall only be disciplined for just cause.
- 13:02** Where the Employer schedules an investigatory meeting regarding an employee's conduct, the Employer shall advise the employee that **their** conduct is the subject of the investigation. The employee will be provided with reasonable notice of the meeting and advised of **their** right to have a Union representative attend the meeting. It is the employee's responsibility to arrange attendance by a representative of the Union.

- 13:03** 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 **they have** 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.
- 13:04** 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.
- 13:05** 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.
- 13:06** The person or board to whom a grievance is made 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(s).
- 13:07** No notice or payment in lieu thereof is required where an employee is dismissed.

Article 14 Grievance Procedure

14:01 The parties to this Agreement recognize the desirability for prompt resolution of grievances through an orderly process without stoppage of work or refusal to perform work.

14:02 A "grievance" is defined as a complaint in writing concerning:

- (a) The application, interpretation, or alleged violation of an Article of this Agreement or a signed Memorandum of Understanding or a signed Memorandum of Agreement between the parties;
- (b) The dismissal, suspension, demotion, or written reprimand of an employee.

The above categories of grievances can be processed up to and including Step 3 of the grievance procedure.

14:03 Notwithstanding Article 14:02, an employee may complain or grieve on any unsatisfactory working condition up to and including Step 2 of the grievance procedure. The decision at Step 2 shall be final for such grievances.

14:04 Where a grievance has been initiated and the nature of the grievance is such that it has or potentially could have widespread application affecting a number of employees in more than one (1) department; and where as a result the Union deems it impractical that each affected employee grieve separately, the Union shall have the right to present a group grievance on those matters as defined in Article 14:02(a). A group grievance shall be presented directly to the Chief Executive Officer within twenty (20) working days following the date upon which the employee(s) were notified orally or in writing, or on which the employee(s) first became aware of the action giving rise to the grievance.

14:05 Where either party to this Agreement disputes the general application, interpretation or alleged violation of an Article of this Agreement or a signed Memorandum of Understanding or a signed Memorandum of Agreement between the parties, either party may initiate a policy grievance. Where such a

grievance is initiated by the Union and involves employees in more than one (1) department it shall be presented to the Chief Executive Officer. Where such a grievance is initiated by the Employer it shall be presented to the President of the Manitoba Government and General Employees' Union. In all cases the grievance shall be presented within twenty (20) working days from the date of the action giving rise to the grievance.

- 14:06** Where the parties fail to resolve a grievance under Article 14:04 or 14:05, either party may refer the grievance to Step 3 of the grievance procedure. It is agreed and understood that grievances which have been submitted and dealt with as individual grievances may not subsequently be submitted as a policy grievance.
- 14:07** Notwithstanding Article 14:09, a grievance filed under Article 14:05 shall not require the signature of an employee.
- 14:08** If an employee or the Union fails to initiate or process a grievance within the prescribed time limits, the grievance will be deemed to be abandoned and all rights of recourse to the grievance procedure for that particular grievance shall be at an end. If Management fails to reply to a grievance within the prescribed time limits, the employee or the Union may process the grievance to the next step. Either party may request an extension of the time limits providing such extension is requested prior to the expiry of the time allowed. An extension, if requested, shall not be unreasonably withheld.
- 14:09** Wherever possible, the grievance shall be presented on the Official Grievance Form. A written description of the nature of the grievance and the redress requested shall be sufficiently clear and if the grievance relates to an Article of the Agreement, such Article shall be so stated in the grievance. The grievance shall be signed by the employee and may be clarified at any step providing its substance is not changed. A form authorizing the Union to act on the employee's behalf will accompany the grievance. Except for failure to meet the time limits, a grievance shall not be deemed to be invalid if it is not written on the Official Grievance Form or for failure to quote the Article in dispute.

- 14:10** It is mutually agreed that an effort shall be made to resolve complaints through discussion before a written grievance is initiated. The aggrieved employee shall have the right to have a representative present at such a discussion.
- 14:11** An employee has the right to representation by a Union representative at any step of the grievance procedure.
- 14:12** **Step 1:**
- (a) Within twenty (20) working days after the date upon which the employee was notified orally or in writing, or on which the employee first became aware of the action or circumstances giving rise to the grievance, the employee shall present the grievance with the redress requested to the department head or designate;
 - (b) The department head or designate shall sign for receipt of the grievance and if the nature of the grievance is such that the department head or designate is authorized to deal with it, the department head or designate shall issue a decision in writing to the employee and to the Union within fifteen (15) working days;
 - (c) The department head or designate may hold a hearing to discuss the grievance with the employee and the employee's representative before giving a decision on the grievance;
 - (d) If the nature of the grievance is such that a decision cannot be given below a particular level of authority, the department head or designate shall forward the grievance to the appropriate authority at the appropriate step of the grievance procedure and so inform the employee and the Union. The time limits and the procedures of the appropriate step shall then apply;
 - (e) Where the department head or designate at Step 1 is a steward or officer of the Union, the grievance shall automatically be referred by the department head or designate to Step 2.

14:13 Step 2:

- (a) If the grievance is not resolved satisfactorily at Step 1, the employee shall submit the same grievance and the redress requested to the Chief Executive Officer or designate within fifteen (15) working days of the receipt of the decision at Step 1;
- (b) The Chief Executive Officer or designate shall sign for receipt of the grievance and issue a decision in writing to the employee and to the Union within fifteen (15) working days of receipt of the grievance.
- (c) For those grievances defined in accordance with Article 14:02, the Chief Executive Officer or designate may hold a hearing to discuss the grievance with the employee and the employee's representative before giving a decision on the grievance. For those grievances concerning unsatisfactory working conditions as defined in Article 14:03, the Chief Executive Officer or designate shall hold a hearing to discuss the grievance with the employee and the employee's representative before giving a decision on the grievance.

14:14 Step 3:

Where the decision of the Chief Executive Officer or designate on any matter identified in Article 14:02 as being arbitrable is unsatisfactory to the employee and the Union, it may be submitted to Arbitration in accordance with the procedure set forth in Article 14:18.

14:15 Grievances concerning demotion, suspension or dismissal shall be initiated at Step 2 of the grievance procedure within twenty (20) working days of the date that the employee became aware of the action.

14:16 Subject to Section :02 of Article 10 - Probation, the rejection of an employee on probation is not appealable or arbitrable.

14:17 Subject to Article 14:13, Step 2, an employee or the Union may withdraw a grievance at any step of the grievance/arbitration procedure by giving written notice to the department concerned. An employee may abandon a grievance by not processing it within the prescribed time limits.

- 14:18** (a) Where a difference arises between the parties hereto relating to a matter which is identified in Article 14:02 as being arbitrable either of the parties may, within fifteen (15) working days from the receipt of the decision at Step 2, notify the other party in writing of its desire to submit the matter to Arbitration.
- (b) Where the party initiating the arbitration proceedings wishes to request arbitration by a single arbitrator, the notice referred to in Article 14:18 (a) shall so state.
- (i) Where the party who receives the notice accepts the request for a single arbitrator the parties will attempt to reach agreement on the selection of a single arbitrator within ten (10) working days.
- (ii) Where the party who receives the notice rejects the request for a single arbitrator or where the parties have failed to reach agreement on the selection of a single arbitrator within ten (10) working days, the party initiating the arbitration proceedings may submit the name of its appointee to the board in accordance with Article 14:18 (c) within ten (10) working days.
- (iii) Where the parties have agreed to a single arbitrator, the single arbitrator shall be considered to be an Arbitration Board for purposes of this Article.
- (c) Where the party initiating the arbitration proceedings wishes to request arbitration by a three (3) person board, the notice referred to in Article 14:18 (a) shall contain the first party's appointee to the Arbitration Board. The following procedure will then apply:
- (i) The party who receives the notice shall, within fifteen (15) working days of receiving the notice, notify the other party in writing of the name of its appointee to the Arbitration Board.
- (ii) The two members of the Arbitration Board named by the parties shall, within ten (10) working days of the appointment of the

second of the, appoint a third member of the Arbitration Board who shall be the **Chair**.

- (iii) Where the two appointees fail to agree on the appointment of a **Chair**, either party may request the Minister of Labour to appoint a **Chair**.
 - (iv) Where the matter is submitted to the Arbitration Board, the Arbitration Board shall commence hearings within ten (10) working days of the matter being submitted to the Board and shall hear evidence and argument submitted by or on behalf of the parties relevant to the matter submitted and shall make a decision thereon in the form of an award of the Arbitration Board.
 - (v) The **Chair** and one other member are a quorum; but, in the absence of a member, the other members shall not proceed unless the absent member has been given reasonable notice of sitting.
- (d) The Arbitration Board shall hear and determine the difference or allegations and shall issue a decision, which decision shall be final and binding and enforceable upon the parties and upon any employee or employees affected by it.
- (e) The Arbitration Board may summon before it any witnesses and require them to give evidence on oath, orally or in writing and to produce such documents and evidence as the Arbitration Board deems requisite to the full investigation and consideration of the matters referred to it.
- (f) The **Chair** shall submit a report on the findings and the decision of the Board within fourteen (14) working days following the completion of the hearing to:
- (i) The Chief Executive Officer of the Manitoba Centennial Centre Corporation;
 - (ii) The grievor;

- (iii) The Manitoba Government and General Employees' Union.
- (g) The decision of the majority shall be the decision of the Arbitration Board, but if there is no majority, the decision of the **Chair** shall be the decision of the Board.
- (h) The Arbitration Board shall not have the power to add to, subtract from or modify or alter in any way the provisions of the Agreement.
- (i) The **Chair** shall expressly confine **themselves** to the precise issue submitted to the Arbitration Board, and shall have no authority to make a decision and/or recommendation on any other issue not so submitted to the Board.
- (j) Where either a suspension and/or dismissal is proceeded with to Arbitration and provided that the Collective Agreement does not provide a specific remedy or penalty for the cause of the suspension and/or dismissal, the Arbitration Board shall have the authority to either rescind, vary, or uphold the decision of the Corporation.
- (k) The expenses incurred by and in respect of an Arbitration Board shall be paid as follows:
 - (i) The parties to the Arbitration shall pay an equal portion of the remuneration and expenses of the **Chair** of the Arbitration Board.
 - (ii) Each party to the Arbitration shall pay the remuneration and expenses of the member of the Arbitration Board named or appointed by or on behalf of that party.
 - (iii) Each party to the Arbitration shall pay the fees and expenses of witnesses called by that party to give evidence before the Arbitration Board.
 - (iv) Each party to the Arbitration shall pay the fees and expenses of any counsel appearing before the Arbitration Board on behalf of that party.

- (v) The parties to the Arbitration shall each pay an equal portion of other costs and expenses incurred by the Arbitration Board in conducting the Arbitration.

- 14:19** Any grievance which is not presented to the next subsequent step within the prescribed time limits shall be deemed to have been abandoned and all rights of recourse for that particular grievance shall be at an end.
- 14:20** Any of the time limits as stated in this article may be extended by mutual agreement.
- 14:21** The grievance may be clarified at any step providing its substance is not changed.
- 14:22** Policy Grievances; grievances other than a personal grievance that concern the interpretation, application, administration or alleged violation of the provision of this Agreement may be initiated by the Union and shall be resolved in accordance with the provisions of this Article beginning at Step 2.

Article 15 Hours of Work

- 15:01** All employees shall come within one of the following categories and shall work the hours designated for that particular group.
- (a) **Category A - Administrative Personnel** - 8:00 am to 5:00 pm each day except Saturday and Sunday. Where the nature of the work or the exigencies of the service are such that it is not possible to observe the hours prescribed in the Corporation may fix different hours of work
 - (b) **Category B - Operational Personnel** - (including maintenance, **plant and housekeeping**) shall work eight (8) consecutive hours **per** work day and forty (40) hours **per** week.
 - (i) **One (1) employee from each department (maintenance, plant and housekeeping) must be available at all times the facility is occupied. When only one (1) employee is scheduled from a department, they shall work eight (8) consecutive hours**

inclusive of a thirty (30) minute paid meal break and shall remain in the general work area and be available for duty should the need arise.

(c) **Category C – Security Personnel** – shall work eight (8) consecutive hours inclusive of a thirty (30) minute paid meal break per day and shall remain in the general work area and be available for duty should the need arise on a rotation of seven (7) days on the three (3) days off; then seven (7) days on and four (4) days off.

(i) **Security Personnel** shall be eligible for overtime on a regularly scheduled working day after eight (8) hours of work.

(ii) **Security Personnel** required to work on a day of rest are entitled to compensation at one and one-half (1.5x) for all time worked. Employees who are required to work on their second (2nd) day of rest are entitled to compensation at double time (2x) for all time worked.

15:02 The shifts outlined in Article 15:01(a) and (b) shall not be for less than five (5) working days.

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

15:04 All employees shall be allowed a **thirty (30) minute unpaid meal break per day except for those employees outlined in 15:01(b) and (c).**

15:05 All employees shall be allowed two (2) rest periods of fifteen (15) minutes each **at such time as may be specified by the Corporation.**

15:06 **12-Hour Shift**

This Article covers Maintenance Personnel who are working a twelve (12) hour shift.

Except where otherwise stated in this Article, all provisions of the Collective Agreement shall apply to employees on the twelve (12) hour shift.

Hours of work shall be:

8:00 am - 8:00 pm

8:00 pm - 8:00 am

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

Employees covered by this Article shall be eligible for overtime on a regularly scheduled working day after twelve (12) hours of work at time and one-half (1 ½ x).

An employee who is required to work on a day of rest is entitled to compensation at double time (2x) for all time worked.

Sick leave shall accumulate in accordance with Article 21 of this Agreement. Where an employee covered by this Article is absent because of illness, they shall have their accumulated sick leave credits reduced by 1.5 days for each twelve (12) hour day of sick leave they are granted.

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

$$\frac{12}{8} \times \text{Applicable Shift Premium} = \text{12 Hour Shift Premium}$$

Article 16 Overtime

- 16:01** (a) Employees who are required to work authorized additional hours beyond normal hours of work, or for call-out, shall be compensated for such additional hours of work at a rate of pay which is one and one-half times (1 ½ x) their normal rate of pay.

- (b) Employees who are required to work on a day of rest are entitled to compensation at double time (2x) for all time worked.
- (c) In all cases where an employee is called out to work additional hours, **the employee** shall receive for the work a minimum payment equivalent to four (4) hours at **the employee's** normal rate of pay, provided that the period of overtime worked by the employee is not contiguous to **the employee's** scheduled working hours.
- (d) Where an employee's working day has been extended beyond the standard working day or shift at the normal place of work by at least three (3) hours, exclusive of a dinner or supper break, a meal allowance equivalent to that payable for "lunch" as set out in the Meals and Incidentals section of the General Manual of Administration, will be paid.

Employees shall only be eligible for meal allowances in accordance with (d) above where the employee was notified of the extension while working the shift that is going to be extended and where the extended shift is contiguous to the shift that is being extended.

- 16:02** At the employee's option, overtime approved by the Corporation shall be compensated by paying the employee for all hours worked at the applicable overtime rate or by granting the employee the equivalent compensatory leave at a time mutually agreeable to the employee and the Corporation.
- 16:03** If accumulated banked hours have not been granted by way of compensatory leave or payment in lieu thereof, prior to the end of the fiscal year, payment shall be made within thirty (30) days following the end of the fiscal year. When payment in lieu is made, it shall be at the rate at which the hours were worked in the previous fiscal year.
- 16:04** This Article shall apply to overtime worked by employees including overtime worked at premium rates (i.e. time and one-half and double time).

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

Article 17 Shift Premium

- 17:01** An employee who works a shift where half or more of the hours are worked between 6:00 pm and 6:00 am shall be eligible to receive a shift premium for the shift in addition to the employee's regular pay. The shift premium shall be:
- (a) Effective June 8, 2008 – eleven dollars and sixty cents (\$11.60)
 - (b) Effective June 3, 2012 – twelve dollars and forty cents (\$12.40)
 - (c) Effective June 2, 2013 – twelve dollars and eighty cents (\$12.80)
- 17:02** For employees who work a twelve (12) hour shift where half or more of the hours are worked between 6:00 pm and 6:00 am shall receive a shift premium in addition to the employee's regular pay. The shift premium shall be:
- (a) Effective June 8, 2008 – seventeen dollars and forty cents (\$17.40)
 - (b) Effective June 3, 2012 – eighteen dollars and sixty cents (\$18.60)
 - (c) Effective June 2, 2013 – nineteen dollars and twenty cents (\$19.20)
- 17:03** The shift premium shall not be included in the calculation of overtime payments, superannuation, group life insurance, sick leave payments, vacation pay, or any other employee benefits.
- 17:04** An employee who works an overtime shift will be eligible for shift premium provided the employee is replacing an employee who would have received the shift premium if **they** had worked the shift. An overtime shift is defined as a full shift, i.e. eight (8) hours which is worked by an employee on an overtime basis.

Article 18 Weekend Premium

- 18:01** An employee shall receive weekend premium for all regular hours of work or portions thereof on a Saturday or Sunday. The weekend premium shall be:
- (a) Effective June 2, 2013 – one dollar and twenty-five cents (\$1.25)

- (b) Effective June 12, 2016 – one dollar and thirty cents (\$1.30)
- (c) Effective June 11, 2017 – one dollar and thirty-five cents (\$1.35)
- (d) Effective June 10, 2018 – one dollar and forty cents (\$1.40)
- (e) Effective June 9, 2019 – one dollar and forty-five cents (\$1.45)

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

Article 19 Holidays

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

New Year's Day	Labour Day
Louis Riel Day	National Day for Truth and Reconciliation
Good Friday	Thanksgiving Day
Easter Monday	Remembrance Day
Victoria Day	Christmas Day
Canada Day	Boxing Day
Terry Fox Day	

Any other holiday proclaimed by Federal or Provincial Statute.

Subject to operational requirements, employees whose religion recognizes a day or days other than those set out above may request approval to utilize vacation, time in lieu of overtime, leave without pay to observe such days. Such days shall not be unreasonably denied.

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

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

19:03 When December 24 falls on a Monday through Friday, the following shall apply:

- (a) The Corporation offices shall be closed at 1:00 p.m. in the afternoon;
- (b) Some work functions may be closed at 1:00 p.m. or operated at reduced staffing levels after 1:00 p.m. at the sole discretion of the Employer and provided services to the public are not affected;
- (c) Where the Employer requires an employee to work a full shift, the employee shall be entitled to one-half (1/2) day of compensatory leave to a maximum of four (4) hours;
- (d) The day shall be considered a full working day for calculation purposes. Example: an employee on vacation will be deducted one (1) days' vacation credit for the day.

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

- (a) **The employee** was scheduled to report to work on the day of the holiday and did not, unless **the** absence was due to illness; or

- (b) **The employee** was absent from work without the Corporation's consent either on the regular working day immediately preceding or following the holiday unless **the** absence was due to illness.
- (c) An employee's holiday pay is five percent (5%) of the employee's regular pay (including vacation pay and retroactive pay but excluding overtime pay) for the two (2) biweekly pay periods immediately preceding the biweekly pay period which includes the holiday.

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

19:06 An employee is not entitled to pay for a holiday where **they have** voluntarily terminated **their** employment prior to the day of the holiday.

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

19:08 Where an employee is required to work on a holiday listed in Article 19:01, **they** shall be compensated for all time worked at one and one-half times ($1\frac{1}{2}$ x) **their** normal rate of pay, in addition to holiday pay if **they are** so eligible under Article 19:04, or **they** shall, at **their** option, be allowed equivalent compensatory leave at a time mutually agreeable to the employee and the Corporation. If suitable compensatory leave cannot be agreed upon within thirty (30) calendar days of the holiday, the employee shall receive payment.

Article 20 Vacations

20:01 For purposes of this Agreement, a vacation year is the period beginning on April 1 and ending on March 31.

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

- (a) Employees who have completed less than two (2) years' service, one and one-quarter ($1\frac{1}{4}$) working days per complete month of service in each vacation year to be taken in the vacation year following the year in which the vacation is earned.
- (b) Commencing from the beginning of the vacation year in which two (2) years of service will be completed, one and two-thirds ($1\frac{2}{3}$) working days per complete month of service in each vacation year to be taken in the year in which three (3) years of service are completed and yearly thereafter.
- (c) Commencing from the beginning of the vacation year in which nine (9) years of service will be completed, two and one-twelfth ($2\frac{1}{12}$) working days per complete month of service in each vacation year to be taken in the year in which ten (10) years of service are completed and yearly thereafter.
- (d) Commencing from the beginning of the vacation year in which nineteen (19) years of service will be completed, two and one-half ($2\frac{1}{2}$) working days per completed month of service in each vacation year to be taken in the year in which twenty (20) years of service are completed and yearly thereafter.
- (e) Notwithstanding subsections (a), (b), (c) and (d), employees terminating in their second (2nd) year of service shall have their vacation leave credits cashed-out at the rate of one and one-quarter ($1\frac{1}{4}$) days per complete month of service and employees terminating in their ninth (9th) year of service shall have their vacation leave credits cashed-out at the rate of one and two-thirds ($1\frac{2}{3}$) days per complete month of service, and employees terminating in their nineteenth (19th) year of service shall have their vacation leave credits cashed-out at the rate of two and one-twelfth ($2\frac{1}{12}$) days per completed month of service.

- 20:03** An employee appointed on the first working day of the month shall earn vacation credits from that date. An employee appointed on any working day other than the first working day of the month, shall earn vacation credits from the first of the month following the date of **their** employment.
- 20:04** When computing vacation leave:
- (a) Any fraction of a day equal to or greater than one-half ($\frac{1}{2}$) shall be computed as a half day; and
 - (b) Any fraction of a day less than one-half ($\frac{1}{2}$) shall be computed as nothing.
- 20:05** An employee with less than one vacation years' service is eligible for vacation with pay for a period calculated on the basis of one and one-quarter ($1\frac{1}{4}$) working days for each full month of service prior to the thirty-first day of March following the date of employment, but such vacation shall be taken in the following vacation year, with the exception of the vacation advance referred to in Article 20:06(b). (Example: Five months completed service prior to March 31st - $5 \times 1\frac{1}{4}$ days = $6\frac{1}{4}$ or 6 working days of vacation.)
- 20:06**
- (a) With the exception of the conditions referred to in subsection (b), vacation leave shall not be taken in advance of when it is earned.
 - (b) Vacation leave up to a maximum of five (5) days may be granted in advance to a new employee during the first four months of service. Earnings in excess of five (5) days in the vacation year must be taken in the year following the vacation year in which it is earned.
 - (c) If, as a result of the application of subsection (b), an employee has used more vacation leave than **they have** earned and **their** services are terminated for reason other than layoff or death, the salary overpayment resulting from the use of unearned vacation shall be recovered by the Corporation.
 - (d) Vacation leave may be taken only with the consent of the Corporation.

- (e) The Corporation may authorize vacation leave to commence on any day.
 - (f) Subject to subsections (b) and (g), vacation leave shall be taken in the vacation year following the vacation year in which it is earned.
 - (g) The Corporation may authorize that vacation leave be carried forward to the next following year to supplement the vacation period of that year, but in no case will a vacation carry-over be allowed for more than one consecutive year.
 - (h) The Corporation may authorize an employee to take **their** vacation leave in two or more periods.
- 20:07** (a) Where the Corporation finds it necessary to restrict the whole or part of the vacation leave of an employee, it may authorize payment of salary in lieu of vacation. Such payment of salary in lieu of vacation shall not be subject to superannuation or group life insurance deductions.
- (b) An employee whose vacation leave has been restricted as indicated in subsection (a), subject to Article 20:06(d) and (h), may elect to postpone **their** unexpended vacation leave until the next following year.
- 20:08** Subject to the requirement of a department, vacation leave shall be rotated regardless of seniority of employment.
- 20:09** Where for any reason other than death, an employee leaves the Corporation after having been granted more vacation leave than **they have** earned in accordance with this Agreement, **they** shall repay the Corporation all salary paid for such excess period of vacation leave.
- 20:10** Where an employee who has not received any or all of the vacation leave to which **they are** entitled under this Agreement, dies or leaves the Corporation, **their** estate shall be entitled to receive the unexpended vacation credits that are owing to such employee. The payment of such credits shall be made at the employee's last regular rate of pay that was in effect at the time that the employee died or left the Corporation.

- 20:11** Vacation credits shall not accumulate for each month or portion thereof greater than one-half, during which an employee is on leave of absence without pay.
- 20:12** Reasonable travelling expenses incurred by an employee which are non-refundable shall be reimbursed to the employee when the employer cancels **their** vacation.

Article 21 Sick Leave

- 21:01** The Corporation shall grant sick leave with pay to an employee.
- 21:02** The sick leave to which an employee is entitled shall accumulate:
- (a) During the first four years of **their** service at the rate of 4.0 (3.5) hours for each 80 (70);
 - (b) After the first four years of service, at the rate of 8.0 (7.0) hours for each 80 (70).
- 21:03** Subject to Articles 21:04 and 21:05, sick leave shall not accumulate beyond two hundred and eight (208) working days.
- 21:04** The Chief Executive Officer or designate may grant, in addition to the sick leave accumulated under this Agreement:
- (a) To an employee who has been employed for not less than ten (10) years but less than fifteen (15) years, and who has been granted not more than two hundred and eight (208) working days of sick leave with pay during **their** years of service, an additional period of sick leave with pay, which additional sick leave will increase **their** total sick leave for all **their** years of service to not more than two hundred and twenty-eight (228) working days;
 - (b) To an employee who has been employed for not less than fifteen (15) years but less than twenty (20) years, and who has been granted not more than two hundred and twenty-eight (228) working days of sick

leave with pay during **their** years of service, an additional period of sick leave with pay, which additional sick leave will increase **their** total sick leave for all **their** years of service to not more than two hundred and fifty-six (256) working days; and

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

21:05 With the approval of the Chief Executive Officer or designate, additional sick leave with pay may be granted over and above an employee's accumulated sick leave and additional sick leave granted under Article 21:04.

21:06 An employee who has been absent on sick leave with pay, upon returning to work, shall continue to accumulate sick leave up to a maximum of two hundred and eight (208) working days in accordance with Article 21:02.

21:07 An employee appointed on the first working day of a biweekly pay period shall be eligible to accumulate sick leave credits from that date. An employee appointed on any date other than the first working day of a biweekly pay period shall be eligible to accumulate sick leave credits from the first full biweekly pay period following the date of **their** appointment.

21:08 Sick leave may be granted in advance of it being earned by a new employee during the first six months of service provided that the amount advanced, when combined with credits already accumulated, does not exceed five (5) working days. If an employee has used more sick leave than **they have** earned and **their** services are terminated for a reason other than layoff or death, the salary over-payment resulting from the use of unearned sick leave shall be recovered by the Corporation.

21:09 Sick leave shall not accumulate during periods where an employee is absent from work for more than ten (10) consecutive working days on:

- (a) Sick leave; or
- (b) Workers Compensation; or
- (c) Approved leave of absence with or without pay.

- 21:10** Where an employee is absent because of illness or injury, **they** shall endeavour to notify **their** immediate supervisor of **their** absence at least one (1) hour prior to and not more than thirty (30) minutes after the normal hour of beginning work, or as soon thereafter as the means of communication permit.
- 21:11** Where an employee is absent because of illness or injury for a period of more than three (3) consecutive working days, **the employee** shall provide a certificate of a duly qualified medical practitioner certifying that the employee is or was unable to be present at work because of the illness. Where an employee fails to furnish a certificate acceptable to the Corporation, **the employee** shall not be entitled to be paid for the period of absence.
- 21:12** Within ten (10) calendar days of the date of **their** return to work, the Corporation may require an employee who has been absent because of illness or injury for a period of three (3) working days or less, to furnish a certificate of a duly qualified medical practitioner or a sworn statutory declaration certifying that the employee was unable to be present at work because of illness. Failure to produce a certificate or statutory declaration acceptable to the Corporation will result in a loss of pay for the period of absence.
- 21:13** Where an employee has been absent for a period of two (2) working days or less because of illness or injury, **they** shall complete and submit upon **their** return on a form as required by the Corporation.
- 21:14** Where an employee becomes ill and/or is hospitalized during **their** scheduled annual vacation, provided the period of illness and/or hospitalization is over three (3) days, the Corporation may grant sick leave and credit the employee with alternate vacation days equivalent to the number of days approved sick leave up to a maximum of ten (10) days. The employee will be required to

provide a certificate of a duly qualified medical practitioner acceptable to the Corporation or proof of hospitalization acceptable to the Corporation.

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

21:16 Time off for medical and dental examinations or treatments by physicians, dentists, nurse practitioners, physiotherapists, and chiropractors, including reasonable travel time, shall be granted to employees and such time off shall be chargeable against the employees accumulated sick leave credits.

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

Article 22 Maternity Leave

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

Plan A

22:02 To qualify for Plan A, a pregnant employee must:

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

- (b) Submit to the Corporation an application in writing for leave under Plan A at least four (4) weeks before the day specified by **them** in the application as the day on which leave is to commence; and
- (c) Provide the Corporation with a certificate of a duly qualified medical practitioner certifying that **they are** pregnant and specifying the estimated date of **their** delivery.

22:03 An employee who qualifies is entitled to and shall be granted maternity leave without pay consisting of:

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

22:04 Sections of The Employment Standards Code respecting maternity leave shall apply “mutatis mutandis”.

22:05 **Effective the first day of the biweekly period following the signing date of this agreement,** an employee who has been granted Maternity Leave shall be permitted to apply up to a maximum of **five (5)** days of accumulated sick leave against the Employment Insurance (EI) waiting period.

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

- (a) **In the week immediately following the discontinuation of payments of Employment Insurance Maternity benefits if the**

employee does not receive Employment Insurance Parental Benefits; or

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

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

Should the employee not return to work following maternity leave for a period of employment sufficient to allow for re-accumulation of the number of sick days granted under **this Section :05**, the employee shall compensate the Corporation for the balance of the outstanding days at the time of termination. Approved sick leave with pay granted during the period of return shall be counted as days worked.

Plan B

22:06 To qualify for Plan B a pregnant employee must:

- (a) Have completed seven (7) continuous months of employment for or with the Corporation;
- (b) Submit to the Corporation an application in writing, for leave under Plan B at least four (4) weeks before the day specified in the application as the day on which such leave is to commence;
- (c) Provide the Corporation with a certificate of a duly qualified medical practitioner certifying that **they are** pregnant and specifying the estimated date of **their** delivery;
- (d) Provide the Corporation with proof that **they have** applied for Employment Insurance benefits and that **Service Canada** has agreed

that the employee has qualified for and is entitled to such Employment Insurance benefits pursuant to Section 22, Employment Insurance Act.

- 22:07** An applicant for maternity leave under Plan B must sign an agreement with the Corporation providing that:
- (a) **They** will return to work and remain in the employ of the Corporation on a full-time basis for at least six (6) months following **their** return to work, and
 - (b) If **they do** not take parental leave as provided in Article 23 **they** will return to work on the date of the expiry of **their** maternity leave; and
 - (c) If **they** take parental leave as provided in Article 23 **they** will return to work on the date of the expiry of **their** parental leave; and
 - (d) Should **they** fail to return to work as provided under (a) and/or (b) above, **they are** indebted to the Corporation for the full amount of pay received from the Corporation as a maternity allowance during **their** entire period of maternity leave.
- 22:08** An employee who qualifies is entitled to a Maternity Leave consisting of:
- (a) A period not exceeding seventeen (17) weeks if delivery occurs on or before the date of delivery specified in the certificate mentioned in Section :06(c), or
 - (b) A period of seventeen (17) weeks plus an additional period equal to the period between the date of delivery specified in the certificate mentioned in Section :06(c) and the actual date of delivery, if delivery occurs after the date mentioned in that certificate;
 - (c) The Corporation may vary the length of Maternity Leave upon proper certification by the attending physician.
- 22:09** **Effective the first day of the biweekly period following the signing date of this agreement,** during the period of maternity leave, an employee who

qualifies is entitled to a Supplement to Employment Insurance (EI) Maternity Benefits as follows:

- (a) **An employee shall receive ninety-three percent (93%) of their weekly rate of pay during the one week Employment Insurance waiting period;**
- (b) For up to a maximum of fifteen (15) additional weeks, payments equivalent to the difference between the Employment Insurance benefits the employee is eligible to receive and ninety-three percent (93%) of **their** weekly rate of pay,
- (c) **For the week immediately following the discontinuation of payments of Employment Insurance Maternity benefits, an employee shall receive ninety-three percent (93%) of their weekly rate of pay provided the employee does not receive Employment Insurance Parental benefits immediately following the exhaustion of the Employment Insurance Maternity benefits.**

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

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

- (d) All other times as may be provided under Article 22:08 shall be on a leave without pay basis.

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

22:11 During the period of maternity leave, benefits will not accrue; however the period of maternity leave will count as service towards eligibility for long service vacation and long service sick leave entitlements. The application of this Section is limited to maternity leaves commencing on and after March 31, 1985.

Article 23 Parental Leave

23:01 To qualify for parental leave, an employee must:

- (a) Be the natural parent of a child; or
- (b) Under the laws of a province be the adoptive parent of a child.

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

- (a) Have completed seven (7) months continuous service and
- (b) Submit to the Employer an application in writing for Parental Leave at least four (4) weeks before the day specified in the application as the day on which the employee intends to commence the leave.

23:03 An employee who qualifies in accordance with Article 23:01 and 23:02 is entitled to Parental Leave without pay for a continuous period of up to **sixty-three (63)** weeks.

23:04 Subject to Section :05, Parental Leave must commence no later than **seventy-eight (78) weeks after the** date of the birth or adoption of the child or of the date on which the child comes into the actual care and custody of the employee.

23:05 Where an employee intends to take parental leave in addition to maternity leave, the employee must commence the parental leave immediately on expiry of the maternity leave without a return to work after expiry of the maternity leave.

23:06 An employee shall be granted one (1) days' leave with pay to attend to needs directly related to the birth of **their** child. **S**uch leave shall be granted on the

day of, or the day following the birth of **their** child or such other day as may be mutually agreed.

23:07 An employee shall be granted one (1) days' leave with pay to attend to needs directly related to the adoption of the child. Such leave shall be granted on the day of the adoption or such other day as may be mutually agreed.

Article 24 Seniority

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

24:02 The Corporation shall maintain seniority lists showing the date upon which employee's service commenced and the accumulated service to the date of production of such lists. A copy of such list shall be provided to the Union within sixty (60) days of the signing of this Agreement. The list is to be revised every twelve (12) months thereafter with a copy provided to the Union.

24:03 Where an employee disputes **their** seniority **they** may file a grievance as per Article 14 beginning at Step 2.

24:04 Seniority will continue to accrue if an employee:

- (a) Is on any period of paid leave of absence;
- (b) Is on any period of sick leave;
- (c) Is on an education leave of absence up to one (1) year;
- (d) Is on Workers Compensation for a period of up to two (2) years;
- (e) Is on Maternity Leave or parenting leave;
- (f) Is on an approved leave of absence to seek or hold Union or elected office.

Article 25 Bereavement Leave

- 25:01** An employee shall be entitled to **bereavement** leave of four (4) working days without loss of salary in the event of the death of a parent, step-parent, spouse, child, or step-child.
- 25:02** An employee shall be entitled to **bereavement** leave of three (3) working days without loss of salary in the event of the death of a brother, step-brother, sister, step-sister, ward of the employee, or relative permanently residing in the employee's household or with whom the employee permanently resides.
- 25:03** An employee shall be entitled to **bereavement** leave of one (1) working day without loss of salary in the event of the death of the employee's grandparent, son-in-law, daughter-in-law, brother-in-law, sister-in-law, mother-in-law, father-in-law, aunt, uncle, or grandchild.
- 25:04** An employee shall be entitled to additional **bereavement** or special leave up to a maximum of two (2) days without loss of salary, requested for the purpose of attending a funeral at a distance in excess of two hundred and twenty-five (225) kilometres from the employee's home.
- 25:05** Provided an employee has not received **bereavement** leave for the death in question, the employee shall be entitled to **bereavement** leave up to a maximum of one (1) day without loss of salary for attending a funeral as a pallbearer.

Article 26 Family Related Leave

- 26:01** An employee shall be entitled to up to five (5) days of leave with pay in each fiscal year to be granted on the recommendation of the employing authority as follows and charged against the employee's sick leave credits:
- (a) The leave shall be for the purpose of attending to family responsibilities which are real, immediate and unavoidable and which necessitate the employee's absence from work;

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

26:02 An employee's sick leave accumulation under Article 21 - Sick Leave will not be reduced to less than twelve (12) days per year as a result of the application of this provision.

Article 27 Court Leave

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

Article 28 Educational Leave

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

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

Article 29 Accidents - Workers Compensation

29:01 Where an employee is unable to work, and is in receipt of Workers Compensation allowance as a result of an injury incurred in the course of **their** duties, the employee, if **they** so elect, shall be paid an additional amount which, when combined with the compensation allowance, shall ensure the maintenance of **their** 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 allowance, and such additional payments shall be payable until the employee's accrued sick leave credits have been exhausted.

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

29:03 Notwithstanding Article 29:01, effective January 1, 1995 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 Section :01 must be offset against benefits otherwise payable by the Workers Compensation Board, then such additional amount shall not be payable.

Article 30 Severance Pay

30:01 Employees with nine (9) or more years of continuous employment whose services are terminated as a result of retirement in accordance with the provision of The Civil Service Superannuation Act, or death, shall be paid, or to the employee's estate in the event of death, severance pay in the amount of one week's pay for each complete year of continuous employment or portion thereof, but the total amount of severance pay shall not exceed fifteen (15) weeks' pay. (Example: 10 years, 8 complete months of continuous service equals 10 8/12 years of continuous service for purposes of calculation.)

30:02 Where an employee in the ninth (9th) year of continuous service fails to complete nine (9) years' continuous service as a result of retirement in accordance with the provisions of The Civil Service Superannuation Act, or death, the employee shall be paid, or to the employee's estate in the event of death, severance pay on the basis of nine (9) weeks' pay multiplied by the

factor of the number of complete months service completed in **their** ninth (9th) year divided by twelve (12) months.

30:03 In addition to the severance pay set out in Article 30:01, employees who retire in accordance with the provisions of The Civil Service Superannuation Act will also be eligible for the following severance pay:

- (a) For employees with twenty (20) or more years of accumulated service, an additional two (2) weeks' pay;
- (b) For employees with twenty-five (25) or more years of accumulated service, two (2) weeks' pay in addition to the amount in Subsection (a);
- (c) For employees with thirty (30) or more years of accumulated service, two (2) weeks' pay in addition to the amount in Subsections (a) and (b);
- (d) For employees with thirty-five (35) or more years of accumulated service, two (2) weeks' pay in addition to the amounts in Subsections (a), (b) and (c).

30:04 Employees with one (1) or more years of continuous employment whose services are terminated as a result of permanent layoff shall be paid severance pay in the amount of one weeks' pay for each complete year of continuous employment or portion thereof, but the total amount of severance pay shall not exceed 26 (twenty-six) weeks' pay.

30:05 Where an employee in the first (1st) year of accumulated service fails to complete one (1) years' continuous employment as a result of permanent layoff, the employee shall be paid severance pay on the basis of one (1) weeks' pay multiplied by the factor of the number of complete months service completed in **their** first (1st) year divided by twelve (12) months.

30:06 The rate of pay referred to in this Article shall be determined on the basis of the last regular biweekly rate of pay, excluding allowances, which was in effect for the employee at the time of retirement, permanent layoff, or death.

- 30:07** For the purpose of this Article permanent layoff will occur two years following initial layoff or earlier if requested by the employee.
- 30:08** An employee who is eligible to receive severance pay in accordance with this Article may elect to receive the severance pay in two equal payments provided both payments occur within the same fiscal year as the effective date of the retirement or permanent layoff. In the case of severance payable on permanent layoff, this provision only applies if the employee immediately elects permanent layoff upon receiving notice of layoff and waives the right to be placed on the re-employment list.

Article 31 Reclassification Procedure

- 31:01** Where an employee considers that **their** present position is improperly classified, the employee may apply in writing to the Chief Executive Officer requesting reclassification to a different classification within the pay plan. The application to the Chief Executive Officer shall include a written statement of the duties and responsibilities and the reasons for the reclassification request.
- 31:02** Within thirty (30) working days of the receipt of the reclassification request, the Chief Executive Officer or designate shall issue a decision to the employee.
- 31:03** The Union may appeal the decision of the Chief Executive Officer or **their** designate to the **Chair** of the Board within fifteen (15) working days of receipt of the decision. The **Chair** of the Board shall issue a decision to the employee within twenty (20) working days of receipt of the appeal.
- 31:04** The Union may refer the decision of the **Chair** of the Board to a board of arbitration within fifteen (15) working days of the receipt of the decision in accordance with the procedure specified in the agreement.
- 31:05** The time limits in this Article may be varied by mutual agreement of the parties hereto.

31:06 The effective day of a reclassification will be determined by the date the request is formally brought to the attention of the Chief Executive Officer.

Article 32 Union Stewards

32:01 The Corporation recognizes the Union's right to elect or appoint Stewards to represent employees and/or the Union.

32:02 The Union agrees that the Corporation shall have the right to consult on the number of Stewards and the jurisdiction of each Steward having regard to the plan of the organization, the distribution of the employees at the workplace, and the administrative structure implied by the Grievance Procedure.

32:03 The Union agrees to provide the Corporation with a list of Stewards and any subsequent changes. The Union shall provide appropriate identification for Stewards.

32:04 For complaints of an urgent nature, a Steward shall first obtain the permission of **their** supervisor before leaving **their** work to investigate such complaint with the employee and supervisor or Corporation official concerned. Such permission shall not be unreasonably sought or withheld. On resuming **their** normal duties, the Steward shall notify **their** supervisor of **their** return.

32:05 When it is necessary for a Steward to investigate a complaint or grievance during working hours, no deduction in salary shall be made from the Steward or employee concerned, provided that each has obtained approval from **their** supervisor for the time required to deal with the complaint or grievance. On resuming their duties, the Steward and employee shall notify their supervisor(s) of their return.

32:06 Upon request, a Union representative shall be provided with the opportunity to meet with newly hired employees for up to twenty (20) minutes during regular working hours. The time shall be established by agreement subject to operational requirements.

Article 33 Union Business

- 33:01** Employees shall not conduct Union Business during their working hours unless a leave of absence for that purpose has been granted in accordance with the following procedure:
- (a) Requests for such leave shall be made in writing by the Union to the Corporation with reasonable advance notice and shall be granted only where operational requirements permit; and
 - (b) Where such leave of absence has been granted under sub-section (a), the Union shall reimburse the Corporation one hundred percent (100%) of the wages paid to such employees during the approved absence; and
 - (c) Where such leave of absence results in another employee working overtime to replace the employee on Union Business, the Union shall reimburse the Corporation one hundred percent (100%) of the wages so paid.
- 33:02** Union staff members shall not visit employees during their working hours unless prior approval has been obtained from the employee's excluded supervisor. Such approval will not be unreasonably withheld.
- 33:03** The Corporation agrees to provide bulletin board space for the Union to post information of interest to its members provided the information does not contain anything that is adverse to the interests of the Corporation.
- 33:04** For time spent with the Corporation's representatives during negotiation of the Collective Agreement between the Corporation and the Union, the Union will be allowed to have no more than two (2) employees present at each bargaining session on a time-off with pay basis.
- 33:05** **The Corporation agrees to print this Collective Agreement and further agrees to electronically distribute a copy to each employee on request.**

Article 34 Performance Review and Records File

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

Article 35 Contracting Out

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

Article 36 Civil Liability

- 36:01** If an action or proceeding is brought against any employee covered by this Agreement for an alleged tort committed by **them** in the performance of **their** duties, then:
- (a) The employee, upon being served with any legal process, or upon receipt of any action or proceeding as hereinbefore referred to, being commenced against **them** shall advise the Corporation through the Chief Executive Officer of any such notification or legal process;

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

Article 37 General Provisions

37:01 The Corporation may, **with sufficient and reasonable grounds**, at any time require an employee to have a:

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

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

37:02 The Corporation agrees to recognize the existing policies on “Loss or Damage to Personal Effects”, “Meal Allowances During Overtime Work” and “Privately Owned Vehicle Reimbursement Rates”, as outlined in the General Manual of Administration.

Article 38 Dental Plan

- 38:01** The parties agree to the continuation of the Dental Services Plan with the following changes:
- (a) Effective the first of the month following the date of signing of this Agreement and limited to dental work performed on and after that date, the basis for payment for covered services shall be the 2009 Manitoba Dental Association (MDA) Fee Guide;
 - (b) The current MDA fee guides shall be in effect on April 1, 2015 and each year thereafter;
 - (c) Dental coverage will continue for the first seventeen (17) weeks of Maternity Leave effective the first of the month following the date of signing and limited to Maternity Leaves commencing on and after that date;
 - (d) The annual maximum per claimant is as follows:
 - effective June 1, 2004 - one thousand four hundred and seventy-five dollars (\$1,475.00);
 - (e) The orthodontic lifetime maximum is as follows:
 - effective June 1, 2004 - one thousand six hundred and seventy-five dollars (\$1,675.00);
 - (f) Part-time employees will be eligible for family coverage based on fifty percent (50%) of the annual maximum per claimant identified in each of (d) and (e) above;
 - (g) Full-time and part-time employees will be eligible for single, couple or family coverage.

Article 39 Vision Care Plan

- 39:01** The parties agree to the continuation of the Vision Care Plan with the following changes:
- (a) Effective the first of the month following the date of signing of this Agreement and limited to vision care services performed on and after that date, the basis for payment for covered services shall be the 2007 Optometric or Ophthalmological Fee Guide as currently determined by the provider of service;
 - (b) The 2012, 2013 and 2014 Fee Guides as determined by the provider of service will be implemented effective April 1st of each respective year;
 - (c) Changes to the dental plan respecting eligibility during maternity leave and pro-rated family coverage for part-time employees will also apply to the vision care plan;
 - (d) The maximum per claimant is two hundred and twenty-five dollars (\$225.00) effective June 1, 2004.
 - (e) The maximum per claimant will be increased to two hundred and seventy-five dollars (\$275.00) for full-time employees and one hundred and thirty seven dollars and fifty cents (\$137.50) for part-time employees effective April 1, 2012;
 - (f) Part-time employees will be eligible for family coverage based on fifty percent (50%) of the annual maximum per claimant.

Article 40 Respectful Workplace

- 40:01** **The parties agree that all employees are entitled to a respectful and safe workplace and access to a process whereby issues of discrimination, harassment and/or violence in the workplace can be reported, investigated and dealt with accordingly. Rules and procedures concerning respectful workplace are as per the**

Corporation's Respectful Workplace and Harassment Prevention Policy.

Nothing in this Article shall prevent an employee from addressing these issues through an external third party.

- 40:02** Where an employee is of the opinion that the employee has been or is being sexually harassed by another employee, the employee may forward a written complaint directly to the Chief Executive Officer or designate. The complaint shall be marked "Personal and Confidential".
- 40:03** The Chief Executive Officer or designate will endeavour to resolve the matter in an expeditious and confidential manner.
- 40:04** The alleged offender shall be entitled to notice of the complaint and shall be given the opportunity to respond to the complaint.
- 40:05** The Chief Executive Officer or designate, after investigating the complaint, shall have the authority to:
- (a) Dismiss the complaint; or
 - (b) Determine the appropriate discipline; and/or
 - (c) Take any action which, in the Chief Executive Officer's opinion, may be necessary.
- 40:06** Where the Chief Executive Officer or designate determines that a complaint has been made for frivolous or vindictive reasons, the Chief Executive Officer shall have the authority to:
- (a) Take disciplinary action against the complainant; and/or
 - (b) Take any action against the complainant which, in the Chief Executive Officer's opinion, may be necessary.

Article 41 Long Term Disability Income Plan

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

Article 42 Safety and Health

- 42:01** The Corporation and the Union recognize that safety, accident prevention and the preservation of health are of primary importance and that these activities require the combined efforts of the Corporation, employees, and the Union.
- 42:02** The Corporation will continue to provide its employees with safe working conditions, equipment and materials, and will continue to ensure that all reasonable precautions are taken.
- 42:03** The Union will continue to make every effort to obtain the cooperation of each employee within the bargaining unit in the observation of all reasonable safety rules, practices and procedures.
- 42:04** Every employee shall take all reasonable precautions and follow all reasonable safety rules, practices and procedures in order to protect **their** safety and health and the safety and health of any other persons who may be affected by **their** acts or omissions at work.
- 42:05** The parties recognize the importance of establishing a Workplace Safety and Health Committee to enhance the ability of employees and managers to resolve health and safety concerns.
- 42:06** The objectives of the Workplace Safety and Health Committee include:
- (a) Assisting employees to identify, record, examine, evaluate and resolve health and safety concerns in the workplace;

- (b) Developing practical procedures and conditions to help achieve health and safety in the workplace;
- (c) Promoting education and training programs to develop detailed knowledge of health and safety concerns and responsibilities in each individual workplace.

42:07 Where a supervisor knows that any condition exists at a workplace that is unusually dangerous to the safety and health of an employee, the supervisor shall not require or permit an employee to engage in, carry on or continue to work in that workplace under that condition.

- (a) Where an employee has reason to believe, and does believe, that a condition exists that is dangerous to **their** safety or health in the performance of **their** work, the employee shall report that condition to **their** supervisor.
- (b) The supervisor upon being notified under (a) above shall inspect the condition with the employee and discuss the employee's reasons for believing the condition to be dangerous. Where there is a Safety and Health committee at the workplace, the co-chairpersons may be asked to participate.
- (c) If the employee is unsatisfied with the supervisor's decision or if the supervisor refuses to inspect the condition, the employee shall contact, in writing or by telephone, the Workplace Safety and Health Division without delay.
- (d) If the employee refuses to work because of **their** belief that the condition is dangerous, the employee must be available to perform other work assigned.

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

- 42:09** Nothing in this Article prevents the doing of any work or thing that may be necessary in order to remedy the dangerous condition described in Article 42:07.
- 42:10** Disciplinary action shall not be taken against an employee solely for the reason that the employee:
- (a) Made a report Under Article 42:07, and
 - (b) Refused to work or continue to work under the conditions described under Article 42:07 provided a safety and health officer has reported in writing that the employee has reasonable and probable grounds for believing that those conditions were dangerous to **their** safety or health.
- 42:11** Where an employee wilfully takes unfair advantage of the provisions described in Article 42:07, the employee may be subject to disciplinary action up to and including suspension or dismissal.

Article 43 Technological Change

- 43:01** The Corporation and the Union recognize that technological change can offer significant improvements in the quality and quantity of services provided to the public.
- 43:02** For the purposes of this Article “technological change” means the introduction of equipment or material into operations which is likely to affect the security of employment for employees who are employed on a full-time year-round basis.
- 43:03** The Corporation agrees that it will endeavour to introduce technological change in a manner which, as much as is practicable, will minimize the disruptive effects on services to the public and employees.
- 43:04** Where the Corporation intends to introduce technological change, the following procedure will be followed:

- (a) The Corporation will provide the Union with **three (3)** months' notice prior to the date the change is to be effective;
- (b) During this period, the parties will meet to discuss the steps to be taken to assist the employees who could be affected;
- (c) Where retraining is to be provided, it shall be provided during the employees' normal working hours except where the retraining is not available during the employee's normal working hours;

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

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

Article 44 No Discrimination

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

Article 45 Employee Assistance Program

45:01 The Corporation shall cover the cost of providing access to the Joint Government/Union Employee Assistance Program.

Article 46 Drug Plan

46:01 The parties agree to the continuation of the Drug Care plan as follows:

- (a) Eligibility requirements for employees and dependents are the same as the Dental Services Plan;
- (b) Co-insurance based on 80% reimbursement;
- (c) Effective April 1, 2008, the maximum payment per contract (family) is seven hundred dollars (\$700.00) per year;
- (d) Effective April 1, 2012, the maximum payment per contract (family) is seven hundred and fifty dollars (\$750.00) per year;
- (e) Effective April 1, 2013, the maximum payment per contract (family) is eight hundred dollars (\$800.00) per year;
- (f) Part-time employees are eligible for family coverage based on fifty percent (50%) of the annual maximum per claimant.

46:02 The Employer agrees to implement a Blue Net Card with a target date of September 1, 2016 or as soon as possible.

Article 47 Safety Footwear

47:01 Where an employee is required, as a condition of employment, to provide and wear approved safety footwear during the course of the employee's regular duties, the employee will be eligible for an allowance once per fiscal year, to help offset the cost to the employee of purchasing approved safety footwear. The allowance shall be up to a maximum of one hundred and ten dollars (\$110.00) effective April 1, 2008, and will be increased effective April 1, 2012 to up to a maximum one hundred and thirty dollars (\$130.00) and will be increased effective April 1, 2013 to up to a maximum of one hundred and fifty dollars (\$150.00).

47:02 The allowance will be paid under the following conditions:

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

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

Article 48 Joint Labour Management Committee

48:01 In recognition of the mutual benefits to be derived from joint consultation, the parties agree to a continuation of a Labour/Management Committee to be comprised of two (2) elected employee representatives and one (1) Union staff member, together with equal representation from the Corporation as determined by Management. The Committee shall consult on all matters of common interest to the parties and the frequency of meetings shall be as determined by mutual agreement.

IN WITNESS WHEREOF the undersigned have set their hands for and on behalf of the Manitoba Government and General Employees' Union and for and on behalf of the Manitoba Centennial and Centre Corporation.

Signed this 1 day of February, 2023.



On behalf of Manitoba Centennial
Centre Corporation



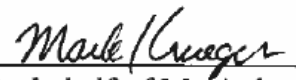
On behalf of Manitoba Government
and General Employees' Union



On behalf of Manitoba Centennial
Centre Corporation



On behalf of Manitoba Government
and General Employees' Union



On behalf of Manitoba Centennial
Centre Corporation



On behalf of Manitoba Government
and General Employees' Union

Appendix A

Application of Benefits to Part-Time Employees

DEFINITIONS

- 1:01** “Part-time Employee” means an employee who normally works less than the full normal daily, weekly or monthly hours of work, as the case may be, and whose work follows an ongoing, predetermined schedule of work on a regular and recurring basis.
- 1:02** “Casual Employee” means an employee who normally works on an “as, if and when” needed basis and who may work less than the full normal daily, weekly or monthly hours of work, as the case may be, and whose work may be irregular, or non-recurring or may not follow an ongoing predetermined schedule of work on a regular and recurring basis.
- 1:03** “Accumulated Service” means the equivalent length of service acquired by an employee by virtue of **their** employment.
- e.g.: For an employee in an 8 hour per day classification:
- 8 hours work equals one day of accumulated service;
 - 40 hours work equals one week of accumulated service;
 - 80 hours work equals one bi-weekly pay period of accumulated service;
 - 173.33 hours work equals one month of accumulated service;
 - 2080 hours work equals one year of accumulated service;
- (a) For purposes of accumulated service, overtime hours are not included.
 - (b) Accumulated service must be continuous service. i.e. there must have been no break in service involving termination of the employee.
- 1:04** “Calendar Service” is based on continuous service with the Employer. e.g.: one year of continuous employment equals one year of calendar service.

APPLICATION

- 2:01** The Agreement applies to part-time employees effective the first day of the biweekly pay period following the attainment of 336 hours of accumulated service.
- 2:02** The Agreement does not apply to casual employees except as provided for and limited to Appendix B – Casual Security Officers/Parking Lot Attendants and **Housekeeping** Service Workers.
- 2:03** The determination as to whether an employee is part-time or casual is the sole and exclusive right of management. The parties agree to meet in an effort to resolve any problems which may occur as to whether an employee is part-time or casual.

CONVERSIONS

- 3:01** A part-time employee who is converted to casual is no longer covered by the Collective Agreement effective the date of **their** conversion except as provided for and limited to Appendix B – Casual Security Officers/Parking Lot Attendants and **Housekeeping** Service Workers.
- 3:02** A casual employee who is converted to part-time status must complete the service requirement set out in Article 2 but receives no credit for calendar or accumulated service as a casual employee.
- 3:03** Where a part-time employee who has been covered by the Collective Agreement has been converted to casual employment and is subsequently re-converted to part-time employment with no break in service, the period of casual employment shall be treated as a period of leave of absence. While this does not affect the continuity of **their** employment, the period of casual employment does not count as calendar or accumulated service for purposes of benefit determination.

GENERAL PROVISIONS

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

4:02 In pro rating a benefit, the factor used shall be determined by totalling the number of regularly scheduled hours the employee has worked in the preceding eight weeks and dividing by 320, i.e. 8 hours x 8 weeks x 5 days..

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

7 hours x 8 weeks x 5 days

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

320 (280)

BENEFITS

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

5:02 Holidays

(a) An employee will be eligible for pay for a holiday on which the employee does not work provided the employee:

(i) Did not fail to report for work after having been scheduled to work on the day of the holiday and;

(ii) Has not absented **themselves** from work without the consent of the employing authority on **their** regular working day immediately preceding or following the holiday unless **their** absence is by reason of established illness.

(b) Where an employee is eligible for holiday pay or time in lieu the employee shall receive an amount calculated by multiplying the regular

daily working hours for the employee's classification times the pro rating factor.

5:03 Vacation

(a) 22.5 days of accumulated service equals one vacation credit.

(i.e.: 1 $\frac{1}{4}$, 1 $\frac{2}{3}$, 2 $\frac{1}{12}$, or 2 $\frac{1}{2}$ days of vacation leave credits).

Note: an employee begins accumulating service on the first day of the month following **their** date of appointment unless the employee has been appointed on the first of a month in which case the accumulation will begin on date of hire.

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

5:04 Sick Leave

(a) Ten (10) days of accumulated service equals one sick leave credit. (i.e.: $\frac{1}{2}$ or 1 day of sick leave credits).

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

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

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

5:05 Compassionate Leave, Parental Leave, Court Leave

(a) These types of paid leave will be prorated by multiplying the number of days the employee would qualify for by the pro rating factor as set out in 4:02.

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

5:06 Maternity Leave

- (a) Part-time employees are only eligible for Maternity Leave as set out in Plan A or Plan B in the Collective Agreement.
- (b) To qualify for Maternity Leave, calendar service is used. (i.e. seven [7] months).
- (c) An employee who qualifies is eligible for the full calendar time leave provided under the Agreement. (i.e. 17 weeks).
- (d) The application of ten days sick leave towards the Employment Insurance waiting period will be calculated by multiplying the number of days accumulated sick leave the employee has (up to 10 days) by the pro rating factor as set out in 4:02.
- (e) For Plan B, Corporation payments will be based on the difference between the percentage of weekly earnings covered by Employment Insurance and ninety-three percent (93%) of the weekly earnings. Weekly earnings will be as determined by **Service Canada** and will be subject to the Employment Insurance maximum.

5:07 Workers Compensation

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

5:08 Severance Pay

Accumulated service is the basis for meeting the minimum service requirement (i.e.: nine [9] or more years for retirement and one [1] or more years for layoff) and for the calculation of severance pay (e.g.: 10 ½ years

accumulated service multiplied by one week's pay equals 10 ½ weeks of severance pay).

5:09 Notice of Layoff, Resignation or Termination

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

5:10 Merit Increases

Eligibility for merit increases will be based on calendar service provided the employee has received pay for at least 416 (364) hours exclusive of overtime.

5:11 Overtime

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

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

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

5:12 Shift Premium

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

5:13 Probation

- (a) The period of probation is based on calendar service.

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

5:14 Seniority

Seniority is based on accumulated service.

5:15 Layoff

Accumulated service is used for purposes of layoff.

5:16 Dental Plan and Vision Care

Effective January 1, 2001 part-time employees will be eligible for family coverage based on fifty percent (50%) of the coverage amounts applicable for full-time employees up to fifty percent (50%) of the maximum.

5:17 Weekend Premium

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

- (a) Effective June 8, 2008 – one dollar and five cents (\$1.05)
- (b) Effective June 3, 2012 – one dollar and fifteen cents (\$1.15)
- (c) Effective June 2, 2013 – one dollar and twenty-five cents (\$1.25)

5:18 Application of Benefits to Part Time Employees

Part time employees who indicate in writing to the Employer that they wish to work additional hours shall be offered additional hours when available provided they have the skills and abilities to perform the required duties. Such additional hours shall be offered to those employees who have requested additional hours as per availability and seniority within the classification. It is further understood that such additional hours shall be offered only to the extent that they will not incur any overtime costs to the Employer.

Appendix B

Casual Security Officers and **Housekeeping** Service Workers

1:01 The only provisions of this Agreement which apply to casual Security Officers and **Housekeeping** Services Workers, as defined in Article 3 of the Agreement, and effective the first day of the bi-weekly pay period following attainment of 336 accumulated hours are as follows:

Article 3	Application
Article 4	Corporation Rights
Article 5	Union Dues Check Off – In the event no wages are earned by the casual employee in a given bi-weekly pay period, the Corporation shall have no responsibility to deduct and remit dues for that period.
Article 13	Disciplinary Action
Article 14	Grievance Procedure – limited to the provisions in this Article
Article 19	Holidays – provisions respecting 1½ X for time worked on the listed holidays only. All other provisions in accordance with the Employment Standards Code.
Article 32	Union Stewards
Article 33	Union Business
Article 34	Performance Review and Records File
Article 36	Civil Liability
Article 37	General Provisions – limited to article 37:02 and 37:03
Article 40	Respectful Workplace
Article 44	No Discrimination

1:02 Overtime

Daily overtime is only payable when the employee has worked beyond the normal daily hours for that classification, i.e. eight (8) or seven (7) hours.

1:03 There is no obligation for the employing authority to offer work to a casual employee or for a casual employee to accept work that is offered.

1:04 A casual employee who has not worked for a period of forty-five (45) calendar days may be terminated at the sole discretion of the Corporation. If an employee who has been terminated in accordance with this section is rehired as a casual employee within twelve (12) months, the employee will receive credit for the employee's previous casual service for purpose of the three hundred and thirty-six (336) hour period set out in Subsection (b) of Article 3 – Application.


1:05 Seniority (equal to the number of regular hours worked) shall be used for the sole purpose of determining the most senior employee relative to other employees when applying for a full-time or part-time vacancy bulletined in accordance with Article 8 of the Agreement.

Memorandum of Agreement*between***Manitoba Centennial Centre Corporation***and***Manitoba Government and General Employees' Union****Re: Health Spending Account (HSA)**

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

1. Effective January 1, 2016, the current maximum claim benefit shall be increased from six hundred dollars per year (\$600.00/year) to six hundred and fifty dollars per year (\$650.00/year) per full time employee and from three hundred dollars per year (\$300.00/year) to three hundred and twenty-five dollars per year (\$325.00/year) per part-time employees.
2. No carryover of HSA dollars from year to year but an employee can carry forward claims for up to one (1) year, i.e. if a full-time employee had \$375.00 in claims, the employee can claim the \$350.00 and carry forward the additional \$25.00 in claims for up to one (1) year.
3. Employees can apply for reimbursement once claims total \$100.00 (the "trigger point").
4. Reimbursement for claims is once every two (2) months and an employee must file a claim. Employees to receive annual statements.
5. 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).
6. Plan coverage and administration is to be determined by the Employer.

Signed this 1 day of February, 2023.



On behalf of Manitoba Centennial
Centre Corporation




On behalf of Manitoba Government
and General Employees' Union



On behalf of Manitoba Centennial
Centre Corporation



On behalf of Manitoba Government
and General Employees' Union



On behalf of Manitoba Centennial
Centre Corporation



On behalf of Manitoba Government
and General Employees' Union

Letters of Intent

The following letters are attached for informational purposes only.

They do not form part of the Collective Agreement.

Letter of Intent

Subject: Carryover of Vacation Credits for Retirement

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

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

Letter of Intent**Subject: Uniforms**

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

Salary Schedule

Effective June 8, 2020 to June 5, 2021 (0.5%)

	Step 1	Step 2	Step 3	Step 4	Step 5	Step 6	Step 7	Long Service
Accountant 1	45,744	46,949	49,633	51,587	53,724	55,897		57,065
70 hours bi-weekly	1,753.50	1,799.70	1,902.60	1,977.50	2,059.40	2,142.70		2,187.50
	25.05	25.71	27.18	28.25	29.42	30.61		31.25
Accounting Clerk 1	35,244	36,558	37,855	39,334	40,795	42,420		43,224
70 hours bi-weekly	1,351.00	1,401.40	1,451.10	1,507.80	1,563.80	1,626.10		1,656.90
	19.30	20.02	20.73	21.54	22.34	23.23		23.67
Accounting Clerk 2	41,598	43,132	44,922	46,584	48,501	50,473		51,459
70 hours bi-weekly	1,594.60	1,653.40	1,722.00	1,785.70	1,859.20	1,934.80		1,972.60
	22.78	23.62	24.60	25.51	26.56	27.64		28.18
Admin Secretary 2	32,121	33,344	34,568	35,846	37,106	38,567		39,316
70 hours bi-weekly	1,231.30	1,278.20	1,325.10	1,374.10	1,422.40	1,478.40		1,507.10
	17.59	18.26	18.93	19.63	20.32	21.12		21.53

Admin Secretary 3	33,929	35,189	36,467	37,873	39,261	40,850	41,635
70 hours bi-weekly	1,300.60	1,348.90	1,397.90	1,451.80	1,505.00	1,565.90	1,596.00
	18.58	19.27	19.97	20.74	21.50	22.37	22.80
Clerk - Accounting Senior	40,064	41,525	43,242	44,849	46,730	48,592	49,578
70 hours bi-weekly	1,535.80	1,591.80	1,657.60	1,719.20	1,791.30	1,862.70	1,900.50
	21.94	22.74	23.68	24.56	25.59	26.61	27.15
Clerk - Stenographer	33,929	35,189	36,467	37,873	39,261	40,850	41,635
70 hours bi-weekly	1,300.60	1,348.90	1,397.90	1,451.80	1,505.00	1,565.90	1,596.00
	18.58	19.27	19.97	20.74	21.50	22.37	22.80
Clerk - Typist	31,153	32,121	33,344	34,568	35,846	37,106	37,818
70 hours bi-weekly	1,194.20	1,231.30	1,278.20	1,325.10	1,374.10	1,422.40	1,449.70
	17.06	17.59	18.26	18.93	19.63	20.32	20.71
Electrician	62,567	65,071	67,680	70,351	73,169		74,630
80 hours bi-weekly	2,398.40	2,494.40	2,594.40	2,696.80	2,804.80		2,860.80
	29.98	31.18	32.43	33.71	35.06		35.76

Carpenter	49,106	51,047	53,197	55,284	57,663		58,790
80 hours bi-weekly	1,882.40	1,956.80	2,039.20	2,119.20	2,210.40		2,253.60
	23.53	24.46	25.49	26.49	27.63		28.17
Event Coordinator	45,412	47,207	49,106	51,068	53,134		54,198
80 hours bi-weekly	1,740.80	1,809.60	1,882.40	1,957.60	2,036.80		2,077.60
	21.76	22.62	23.53	24.47	25.46		25.97
Groundskeeper	39,256	40,821	42,428	44,097	45,830	47,624	48,626
80 hours bi-weekly	1,504.80	1,564.80	1,626.40	1,690.40	1,756.80	1,825.60	1,864.00
	18.81	19.56	20.33	21.13	21.96	22.82	23.30
Trades Helper	42,073	43,701	45,412	47,207	49,106		50,066
80 hours bi-weekly	1,612.80	1,675.20	1,740.80	1,809.60	1,882.40		1,919.20
	20.16	20.94	21.76	22.62	23.53		23.99
Shift Engineer	45,412	47,207	49,106	51,068	53,134		54,198
80 hours bi-weekly	1,740.80	1,809.60	1,882.40	1,957.60	2,036.80		2,077.60
	21.76	22.62	23.53	24.47	25.46		25.97

Maintenance Helper	36,355	37,607	39,005	40,466	42,073		42,866
80 hours bi-weekly	1,393.60	1,441.60	1,495.20	1,551.20	1,612.80		1,643.20
	17.42	18.02	18.69	19.39	20.16		20.54
Maintenance Tradesperson 2	54,804	56,640	58,602	60,793	62,651		63,861
80 hours bi-weekly	2,100.80	2,171.20	2,246.40	2,330.40	2,401.60		2,448.00
	26.26	27.14	28.08	29.13	30.02		30.60
Supervisor 1	66,386	71,395	74,275	77,197	80,327		83,541
80 hours bi-weekly	2,544.80	2,736.80	2,847.20	2,959.20	3,079.20		3,202.40
	31.81	34.21	35.59	36.99	38.49		40.03
Supervisor 2	74,275	77,197	80,327	83,541	86,901		90,365
80 hours bi-weekly	2,847.20	2,959.20	3,079.20	3,202.40	3,331.20		3,464.00
	35.59	36.99	38.49	40.03	41.64		43.30
Manager, Ticketing Services	64,497	67,036	69,501	72,258	75,071	78,102	79,599
70 hours bi-weekly	2,472.40	2,569.70	2,664.20	2,769.90	2,877.70	2,993.90	3,051.30
	35.32	36.71	38.06	39.57	41.11	42.77	43.59

Supervisor - Housekeeping	39,256	40,821	42,428	44,097	45,830	47,624		48,626
80 hours bi-weekly	1,504.80	1,564.80	1,626.40	1,690.40	1,756.80	1,825.60		1,864.00
	18.81	19.56	20.33	21.13	21.96	22.82		23.30
Housekeeping Service Worker	30,031	31,117	32,223	33,370	34,393	35,854	37,148	37,899
80 hours bi-weekly	1,151.20	1,192.80	1,235.20	1,279.20	1,318.40	1,374.40	1,424.00	1,452.80
	14.39	14.91	15.44	15.99	16.48	17.18	17.80	18.16
Security Officer	33,972	35,238	36,504	37,867	39,387	40,770		41,627
74.67 hours bi-weekly	1,302.24	1,350.78	1,399.32	1,451.58	1,509.83	1,562.84		1,595.70
	17.44	18.09	18.74	19.44	20.22	20.93		21.37
Casual Housekeeping Service Worker	14.91							
Casual Security Officer	18.09							

Effective June 6, 2021 to June 4, 2022 (1.25%)

	Step 1	Step 2	Step 3	Step 4	Step 5	Step 6	Step 7	Long Service
Accountant 1	46,310	47,533	50,254	52,226	54,399	56,591		57,777
70 hours bi-weekly	1,775.20	1,822.10	1,926.40	2,002.00	2,085.30	2,169.30		2,214.80
	25.36	26.03	27.52	28.60	29.79	30.99		31.64
Accounting Clerk 1	35,682	37,015	38,330	39,827	41,306	42,950		43,771
70 hours bi-weekly	1,367.80	1,418.90	1,469.30	1,526.70	1,583.40	1,646.40		1,677.90
	19.54	20.27	20.99	21.81	22.62	23.52		23.97
Accounting Clerk 2	42,110	43,680	45,488	47,168	49,104	51,112		52,098
70 hours bi-weekly	1,614.20	1,674.40	1,743.70	1,808.10	1,882.30	1,959.30		1,997.10
	23.06	23.92	24.91	25.83	26.89	27.99		28.53
Admin Secretary 2	32,523	33,764	35,006	36,303	37,563	39,042		39,809
70 hours bi-weekly	1,246.70	1,294.30	1,341.90	1,391.60	1,439.90	1,496.60		1,526.00
	17.81	18.49	19.17	19.88	20.57	21.38		21.80

Admin Secretary 3	34,349	35,627	36,924	38,348	39,754	41,361	42,164
70 hours bi-weekly	1,316.70	1,365.70	1,415.40	1,470.00	1,523.90	1,585.50	1,616.30
	18.81	19.51	20.22	21.00	21.77	22.65	23.09
Clerk - Accounting Senior	40,557	42,037	43,790	45,415	47,314	49,195	50,199
70 hours bi-weekly	1,554.70	1,611.40	1,678.60	1,740.90	1,813.70	1,885.80	1,924.30
	22.21	23.02	23.98	24.87	25.91	26.94	27.49
Clerk - Stenographer	34,349	35,627	36,924	38,348	39,754	41,361	42,164
70 hours bi-weekly	1,316.70	1,365.70	1,415.40	1,470.00	1,523.90	1,585.50	1,616.30
	18.81	19.51	20.22	21.00	21.77	22.65	23.09
Clerk - Typist	31,537	32,523	33,764	35,006	36,303	37,563	38,293
70 hours bi-weekly	1,208.90	1,246.70	1,294.30	1,341.90	1,391.60	1,439.90	1,467.90
	17.27	17.81	18.49	19.17	19.88	20.57	20.97
Electrician	63,339	65,885	68,536	71,228	74,087		75,569
80 hours bi-weekly	2,428.00	2,525.60	2,627.20	2,730.40	2,840.00		2,896.80
	30.35	31.57	32.84	34.13	35.50		36.21

Carpenter	49,711	51,694	53,864	55,972	58,393		59,520
80 hours bi-weekly	1,905.60	1,981.60	2,064.80	2,145.60	2,238.40		2,281.60
	23.82	24.77	25.81	26.82	27.98		28.52
Event Coordinator	45,976	47,791	49,711	51,715	53,802		54,866
80 hours bi-weekly	1,762.40	1,832.00	1,905.60	1,982.40	2,062.40		2,103.20
	22.03	22.90	23.82	24.78	25.78		26.29
Groundskeeper	39,757	41,322	42,950	44,640	46,393	48,230	49,231
80 hours bi-weekly	1,524.00	1,584.00	1,646.40	1,711.20	1,778.40	1,848.80	1,887.20
	19.05	19.80	20.58	21.39	22.23	23.11	23.59
Trades Helper	42,595	44,244	45,976	47,791	49,711		50,692
80 hours bi-weekly	1,632.80	1,696.00	1,762.40	1,832.00	1,905.60		1,943.20
	20.41	21.20	22.03	22.90	23.82		24.29
Shift Engineer	45,976	47,791	49,711	51,715	53,802		54,866
80 hours bi-weekly	1,762.40	1,832.00	1,905.60	1,982.40	2,062.40		2,103.20
	22.03	22.90	23.82	24.78	25.78		26.29

Maintenance Helper	36,814	38,087	39,485	40,967	42,595		43,409
80 hours bi-weekly	1,411.20	1,460.00	1,513.60	1,570.40	1,632.80		1,664.00
	17.64	18.25	18.92	19.63	20.41		20.80
Maintenance Tradesperson 2	55,492	57,350	59,332	61,544	63,444		64,654
80 hours bi-weekly	2,127.20	2,198.40	2,274.40	2,359.20	2,432.00		2,478.40
	26.59	27.48	28.43	29.49	30.40		30.98
Supervisor 1	67,221	72,292	75,193	78,157	81,329		84,584
80 hours bi-weekly	2,576.80	2,771.20	2,882.40	2,996.00	3,117.60		3,242.40
	32.21	34.64	36.03	37.45	38.97		40.53
Supervisor 2	75,193	78,157	81,329	84,584	87,986		91,492
80 hours bi-weekly	2,882.40	2,996.00	3,117.60	3,242.40	3,372.80		3,507.20
	36.03	37.45	38.97	40.53	42.16		43.84
Manager, Ticketing Services	65,301	67,876	70,378	73,153	76,002	79,070	80,585
70 hours bi-weekly	2,503.20	2,601.90	2,697.80	2,804.20	2,913.40	3,031.00	3,089.10
	35.76	37.17	38.54	40.06	41.62	43.30	44.13

Supervisor - Housekeeping	39,757	41,322	42,950	44,640	46,393	48,230		49,231
80 hours bi-weekly	1,524.00	1,584.00	1,646.40	1,711.20	1,778.40	1,848.80		1,887.20
	19.05	19.80	20.58	21.39	22.23	23.11		23.59
Housekeeping Service Worker	30,407	31,513	32,619	33,788	34,831	36,292	37,607	38,379
80 hours bi-weekly	1,165.60	1,208.00	1,250.40	1,295.20	1,335.20	1,391.20	1,441.60	1,471.20
	14.57	15.10	15.63	16.19	16.69	17.39	18.02	18.39
Security Officer	34,400	35,686	36,952	38,335	39,874	41,276		42,153
74.67 hours bi-weekly	1,318.67	1,367.95	1,416.49	1,469.51	1,528.49	1,582.26		1,615.86
	17.66	18.32	18.97	19.68	20.47	21.19		21.64
Casual Housekeeping Service Worker	15.10							
Casual Security Officer	18.32							

Effective June 5, 2022 to June 3, 2023 (1.5%)

	Step 1	Step 2	Step 3	Step 4	Step 5	Step 6	Step 7	Long Service
Accountant 1	47,004	48,245	51,003	53,011	55,221	57,431		58,636
70 hours bi-weekly	1,801.80	1,849.40	1,955.10	2,032.10	2,116.80	2,201.50		2,247.70
	25.74	26.42	27.93	29.03	30.24	31.45		32.11
Accounting Clerk 1	36,211	37,563	38,896	40,430	41,927	43,589		44,429
70 hours bi-weekly	1,388.10	1,439.90	1,491.00	1,549.80	1,607.20	1,670.90		1,703.10
	19.83	20.57	21.30	22.14	22.96	23.87		24.33
Accounting Clerk 2	42,749	44,337	46,164	47,880	49,834	51,879		52,884
70 hours bi-weekly	1,638.70	1,699.60	1,769.60	1,835.40	1,910.30	1,988.70		2,027.20
	23.41	24.28	25.28	26.22	27.29	28.41		28.96
Admin Secretary 2	33,016	34,276	35,536	36,850	38,129	39,626		40,411
70 hours bi-weekly	1,265.60	1,313.90	1,362.20	1,412.60	1,461.60	1,519.00		1,549.10
	18.08	18.77	19.46	20.18	20.88	21.70		22.13

Admin Secretary 3	34,860	36,157	37,471	38,932	40,357	41,982	42,804
70 hours bi-weekly	1,336.30	1,386.00	1,436.40	1,492.40	1,547.00	1,609.30	1,640.80
	19.09	19.80	20.52	21.32	22.10	22.99	23.44
Clerk - Accounting Senior	41,160	42,676	44,447	46,091	48,026	49,925	50,948
70 hours bi-weekly	1,577.80	1,635.90	1,703.80	1,766.80	1,841.00	1,913.80	1,953.00
	22.54	23.37	24.34	25.24	26.30	27.34	27.90
Clerk - Stenographer	34,860	36,157	37,471	38,932	40,357	41,982	42,804
70 hours bi-weekly	1,336.30	1,386.00	1,436.40	1,492.40	1,547.00	1,609.30	1,640.80
	19.09	19.80	20.52	21.32	22.10	22.99	23.44
Clerk - Typist	32,011	33,016	34,276	35,536	36,850	38,129	38,859
70 hours bi-weekly	1,227.10	1,265.60	1,313.90	1,362.20	1,412.60	1,461.60	1,489.60
	17.53	18.08	18.77	19.46	20.18	20.88	21.28
Electrician	64,299	66,866	69,558	72,292	75,193		76,696
80 hours bi-weekly	2,464.80	2,563.20	2,666.40	2,771.20	2,882.40		2,940.00
	30.81	32.04	33.33	34.64	36.03		36.75

Carpenter	50,463	52,466	54,678	56,807	59,270		60,417
80 hours bi-weekly	1,934.40	2,011.20	2,096.00	2,177.60	2,272.00		2,316.00
	24.18	25.14	26.20	27.22	28.40		28.95
Event Coordinator	46,664	48,501	50,463	52,487	54,616		55,680
80 hours bi-weekly	1,788.80	1,859.20	1,934.40	2,012.00	2,093.60		2,134.40
	22.36	23.24	24.18	25.15	26.17		26.68
Groundskeeper	40,362	41,948	43,597	45,308	47,082	48,960	49,962
80 hours bi-weekly	1,547.20	1,608.00	1,671.20	1,736.80	1,804.80	1,876.80	1,915.20
	19.34	20.10	20.89	21.71	22.56	23.46	23.94
Shipper Receiver	32,724	33,618	34,604	35,755	36,887	37,964	38,768
70 hours bi-weekly	1,254.40	1,288.70	1,326.50	1,370.60	1,414.00	1,455.30	1,486.10
	17.92	18.41	18.95	19.58	20.20	20.79	21.23
Trades Helper	43,242	44,911	46,664	48,501	50,463		51,444
80 hours bi-weekly	1,657.60	1,721.60	1,788.80	1,859.20	1,934.40		1,972.00
	20.72	21.52	22.36	23.24	24.18		24.65

Shift Engineer	46,664	48,501	50,463	52,487	54,616	55,680
80 hours bi-weekly	1,788.80	1,859.20	1,934.40	2,012.00	2,093.60	2,134.40
	22.36	23.24	24.18	25.15	26.17	26.68
Maintenance Helper	37,357	38,650	40,070	41,572	43,242	44,056
80 hours bi-weekly	1,432.00	1,481.60	1,536.00	1,593.60	1,657.60	1,688.80
	17.90	18.52	19.20	19.92	20.72	21.11
Maintenance Tradesperson 2	56,327	58,205	60,230	62,463	64,404	65,614
80 hours bi-weekly	2,159.20	2,231.20	2,308.80	2,394.40	2,468.80	2,515.20
	26.99	27.89	28.86	29.93	30.86	31.44
Supervisor 1	68,223	73,378	76,320	79,325	82,539	85,858
80 hours bi-weekly	2,615.20	2,812.80	2,925.60	3,040.80	3,164.00	3,291.20
	32.69	35.16	36.57	38.01	39.55	41.14
Supervisor 2	76,320	79,325	82,539	85,858	89,301	92,870
80 hours bi-weekly	2,925.60	3,040.80	3,164.00	3,291.20	3,423.20	3,560.00
	36.57	38.01	39.55	41.14	42.79	44.50

Manager, Ticketing Services	66,287	68,898	71,437	74,249	77,134	80,257		81,791
70 hours bi-weekly	2,541.00	2,641.10	2,738.40	2,846.20	2,956.80	3,076.50		3,135.30
	36.30	37.73	39.12	40.66	42.24	43.95		44.79
Supervisor - Housekeeping	40,362	41,948	43,597	45,308	47,082	48,960		49,962
80 hours bi-weekly	1,547.20	1,608.00	1,671.20	1,736.80	1,804.80	1,876.80		1,915.20
	19.34	20.10	20.89	21.71	22.56	23.46		23.94
Housekeeping Service Worker	30,866	31,993	33,099	34,289	35,353	36,835	38,170	38,964
80 hours bi-weekly	1,183.20	1,226.40	1,268.80	1,314.40	1,355.20	1,412.00	1,463.20	1,493.60
	14.79	15.33	15.86	16.43	16.94	17.65	18.29	18.67
Security Officer	34,907	36,212	37,497	38,919	40,478	41,900		42,776
74.67 hours bi-weekly	1,338.09	1,388.12	1,437.40	1,491.91	1,551.64	1,606.15		1,639.75
	17.92	18.59	19.25	19.98	20.78	21.51		21.96
Casual Housekeeping Service Worker	15.33							
Casual Security Officer	18.59							

Effective June 4, 2023 to June 1, 2024 (1.5%)

	Step 1	Step 2	Step 3	Step 4	Step 5	Step 6	Step 7	Long Service
Accountant 1	47,716	48,976	51,770	53,815	56,043	58,289		59,512
70 hours bi-weekly	1,829.10	1,877.40	1,984.50	2,062.90	2,148.30	2,234.40		2,281.30
	26.13	26.82	28.35	29.47	30.69	31.92		32.59
Accounting Clerk 1	36,759	38,129	39,480	41,032	42,548	44,246		45,086
70 hours bi-weekly	1,409.10	1,461.60	1,513.40	1,572.90	1,631.00	1,696.10		1,728.30
	20.13	20.88	21.62	22.47	23.30	24.23		24.69
Accounting Clerk 2	43,388	44,995	46,857	48,592	50,583	52,664		53,669
70 hours bi-weekly	1,663.20	1,724.80	1,796.20	1,862.70	1,939.00	2,018.80		2,057.30
	23.76	24.64	25.66	26.61	27.70	28.84		29.39
Admin Secretary 2	33,509	34,787	36,065	37,398	38,695	40,229		41,014
70 hours bi-weekly	1,284.50	1,333.50	1,382.50	1,433.60	1,483.30	1,542.10		1,572.20
	18.35	19.05	19.75	20.48	21.19	22.03		22.46

Admin Secretary 3	35,390	36,704	38,037	39,517	40,959	42,603	43,443
70 hours bi-weekly	1,356.60	1,407.00	1,458.10	1,514.80	1,570.10	1,633.10	1,665.30
	19.38	20.10	20.83	21.64	22.43	23.33	23.79
Clerk - Accounting Senior	41,781	43,315	45,123	46,784	48,738	50,674	51,715
70 hours bi-weekly	1,601.60	1,660.40	1,729.70	1,793.40	1,868.30	1,942.50	1,982.40
	22.88	23.72	24.71	25.62	26.69	27.75	28.32
Clerk - Stenographer	35,390	36,704	38,037	39,517	40,959	42,603	43,443
70 hours bi-weekly	1,356.60	1,407.00	1,458.10	1,514.80	1,570.10	1,633.10	1,665.30
	19.38	20.10	20.83	21.64	22.43	23.33	23.79
Clerk - Typist	32,486	33,509	34,787	36,065	37,398	38,695	39,444
70 hours bi-weekly	1,245.30	1,284.50	1,333.50	1,382.50	1,433.60	1,483.30	1,512.00
	17.79	18.35	19.05	19.75	20.48	21.19	21.60
Electrician	65,259	67,868	70,602	73,378	76,320		77,844
80 hours bi-weekly	2,501.60	2,601.60	2,706.40	2,812.80	2,925.60		2,984.00
	31.27	32.52	33.83	35.16	36.57		37.30

Carpenter	51,214	53,259	55,492	57,663	60,167		61,315
80 hours bi-weekly	1,963.20	2,041.60	2,127.20	2,210.40	2,306.40		2,350.40
	24.54	25.52	26.59	27.63	28.83		29.38
Event Coordinator	47,374	49,231	51,214	53,280	55,430		56,515
80 hours bi-weekly	1,816.00	1,887.20	1,963.20	2,042.40	2,124.80		2,166.40
	22.70	23.59	24.54	25.53	26.56		27.08
Groundskeeper	40,967	42,574	44,244	45,997	47,791	49,691	50,713
80 hours bi-weekly	1,570.40	1,632.00	1,696.00	1,763.20	1,832.00	1,904.80	1,944.00
	19.63	20.40	21.20	22.04	22.90	23.81	24.30
Shipper Receiver	33,217	34,130	35,116	36,284	37,435	38,530	39,352
70 hours bi-weekly	1,273.30	1,308.30	1,346.10	1,390.90	1,435.00	1,477.00	1,508.50
	18.19	18.69	19.23	19.87	20.50	21.10	21.55
Trades Helper	43,889	45,579	47,374	49,231	51,214		52,216
80 hours bi-weekly	1,682.40	1,747.20	1,816.00	1,887.20	1,963.20		2,001.60
	21.03	21.84	22.70	23.59	24.54		25.02

Shift Engineer	47,374	49,231	51,214	53,280	55,430	56,515
80 hours bi-weekly	1,816.00	1,887.20	1,963.20	2,042.40	2,124.80	2,166.40
	22.70	23.59	24.54	25.53	26.56	27.08
Maintenance Helper	37,920	39,235	40,675	42,198	43,889	44,724
80 hours bi-weekly	1,453.60	1,504.00	1,559.20	1,617.60	1,682.40	1,714.40
	18.17	18.80	19.49	20.22	21.03	21.43
Maintenance Tradesperson 2	57,162	59,082	61,127	63,402	65,364	66,595
80 hours bi-weekly	2,191.20	2,264.80	2,343.20	2,430.40	2,505.60	2,552.80
	27.39	28.31	29.29	30.38	31.32	31.91
Supervisor 1	69,245	74,484	77,468	80,515	83,771	87,151
80 hours bi-weekly	2,654.40	2,855.20	2,969.60	3,086.40	3,211.20	3,340.80
	33.18	35.69	37.12	38.58	40.14	41.76
Supervisor 2	77,468	80,515	83,771	87,151	90,637	94,268
80 hours bi-weekly	2,969.60	3,086.40	3,211.20	3,340.80	3,474.40	3,613.60
	37.12	38.58	40.14	41.76	43.43	45.17

Manager, Ticketing Services	67,273	69,939	72,514	75,363	78,284	81,462		83,014
70 hours bi-weekly	2,578.80	2,681.00	2,779.70	2,888.90	3,000.90	3,122.70		3,182.20
	36.84	38.30	39.71	41.27	42.87	44.61		45.46
Supervisor - Housekeeping	40,967	42,574	44,244	45,997	47,791	49,691		50,713
80 hours bi-weekly	1,570.40	1,632.00	1,696.00	1,763.20	1,832.00	1,904.80		1,944.00
	19.63	20.40	21.20	22.04	22.90	23.81		24.30
Housekeeping Service Worker	31,325	32,473	33,600	34,810	35,875	37,377	38,734	39,548
80 hours bi-weekly	1,200.80	1,244.80	1,288.00	1,334.40	1,375.20	1,432.80	1,484.80	1,516.00
	15.01	15.56	16.10	16.68	17.19	17.91	18.56	18.95
Security Officer	35,433	36,757	38,062	39,504	41,082	42,523		43,419
74.67 hours bi-weekly	1,358.25	1,409.02	1,459.05	1,514.31	1,574.79	1,630.05		1,664.39
	18.19	18.87	19.54	20.28	21.09	21.83		22.29
Casual Housekeeping Service Worker	15.56							
Casual Security Officer	18.87							