

**OPERATIONS EMPLOYEES
COLLECTIVE AGREEMENT**

BETWEEN

MANITOBA LIQUOR & LOTTERIES CORPORATION

AND



JUNE 5, 2014 – JUNE 4, 2018

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SCHEDULE “A” – PAY PLAN

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ARTICLE 1 – PURPOSE

- 1:01 The Purpose of the Collective Agreement between the parties is to maintain mutually satisfactory working relations between the Employer and its Employees, establish and maintain rates of pay and conditions of employment, to provide appropriate procedures for the prompt resolution of grievances and problems and to recognize the mutual value of joint discussion, consultation and negotiation.
- 1:02 The Employer and the Union recognize that gaming is a unique part of the hospitality industry requiring the highest level of service and value to its customers. The Employer and the Union recognize that the success of the Employer and the job security of the employees depends upon the Employer's success in this regard.
- 1:03 The Employer and the Union recognize that **Operations** employees must be registered by the **Liquor & Gaming Authority (LGA)** and that maintaining the integrity and security of the **Casinos and the Gaming Centre** is of paramount importance.

ARTICLE 2 – DEFINITIONS

- 2:01 “Full-Time Employee” means an employee who normally works the full, normal daily or weekly hours on average exclusive of overtime and whose work follows an ongoing, predetermined schedule of work on a regular and recurring basis. The regular hours of work for full-time employees will be eighty (80) hours bi-weekly.
- 2:02 “Part-Time Employee” means an employee who normally works less than the full normal daily or weekly hours on average exclusive of overtime and whose work follows an ongoing, predetermined schedule of work on a regular and recurring basis.
- 2:03 “Casual Employee” means an employee who works only as needed to fill-in for periods of vacation, illness, etc.
- 2:04 “Promotion” means a change to positions from one classification to another having a higher maximum rate of pay.
- 2:05 “Fiscal Year” means the period from and including April 01 up to and including March 31.
- 2:06 “Dismissal” means the removal for disciplinary reasons from a position of employment for just cause.

- 2:07 “Primary Base Location” for purposes of representation, Article 10:02 (a), means the location as determined by the Employer to be the employee’s home base for the purposes of corporate directives, Human Resources services, etc. Primary Base Locations for purposes of clarification are as follows: McPhillips Station Casino, Club Regent Casino, **Gaming Centre, Buffalo Place** and Central Services in some circumstances.
- 2:08 “Transfer” means the lateral movement within the employee’s classification from one primary work location to another.
- 2:09 “Classification” means a position that has been established and evaluated, and outlines the various duties and responsibilities of a job within Manitoba **Liquor & Lotteries**.

ARTICLE 3 – RECOGNITION

- 3:01 (a) The Employer recognizes the Union as the sole and exclusive bargaining agent with respect to all employees as defined in the Manitoba Labour Board Certificate No. MLB-6824.
- (b) Positions recognized as being excluded from this agreement shall be listed in a separate memorandum of agreement.
- 3:02 The Employer recognizes that every employee within the scope of this Agreement shall have the right to be admitted as a member of the Union and to participate in the lawful activities thereof.
- 3:03 It is agreed by both parties that during the term of this Agreement, there shall be no strikes, lockouts, stoppage of work, or slowdown, and that all disputes and grievances shall be settled in accordance with the procedures set forth in Article 15 hereof.
- 3:04 No employees shall enter into any separate agreement which conflicts with the provisions hereof.

ARTICLE 4 – MANAGEMENT RIGHTS

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

ARTICLE 5 – UNION SECURITY

- 5:01 All employees covered by this Agreement shall become members of the Union and maintain membership in good standing and shall pay dues as determined by the Union.
- 5:02 New employees will complete and sign an application for membership upon employment and this information shall be forwarded to the Union.
- 5:03 The Union will provide no less than one (1) month's written notice to the Employer of any change in the amount of Union dues and/or fees to be deducted.
- 5:04 The Union and the employees agree to save the Employer harmless against any claim of liability arising out of the application of this Article. However, any claim or liability arising out of an error committed by the Employer will be the responsibility of the Employer.
- 5:05 The employer will indicate on employee's T4 slips a statement of the annual Union dues which has been deducted.
- 5:06 Initiation fees will only be deducted upon presentation to the Employer **with** a written authorization signed by the employee.
- The Employer will deduct other assessed charges as levied by the Union and so indicated on the monthly check-off list as provided to the Employer.
- Manitoba Liquor and Lotteries Operation's employees will pay union dues to Unifor while performing Unifor bargaining unit work. In the event that a Unifor Bargaining Unit employee is working outside of the Operations group they will not pay union dues to Unifor.**
- 5:07 The Employer will provide the Union the following with each dues payment:
- (a) A list of Employees from whom dues were deducted.
 - (b) A list of Employees from whom dues were not deducted and the reason why.
- 5:08 Upon request of the Union the Employer will provide a list of all employees with name, address, phone number, status, classification and hire date. Said request is limited to once every six months, **or more frequently as agreed to by the parties.**

ARTICLE 6 – AMENDMENTS TO THE PAY PLAN AND RECLASSIFICATION PROTOCOL

- 6:01 Where the Employer establishes or proposes to establish a new classification within the bargaining unit, the Union shall be notified. The parties shall commence negotiations on the appropriate rate of pay for the new classification without undue delay. The application of this clause shall not be deemed to constitute the reopening of this Agreement.
- 6:02 Where the parties fail to agree on an appropriate rate of pay for the new classification, the matter may be referred to arbitration in accordance with Article 15. The Arbitration Board shall be expressly confined to the sole issue of determining the rate of pay for the new classification.
- 6:03 Where a dispute arises whether a new classification should or should not be included within the scope of this agreement, the dispute may be referred to the Manitoba Labour Board for a ruling.
- 6:04 Where a current classification has substantially changed, an employee shall have the right to request a review of his/her classification. The employee shall submit the written request on an approved form for a review to the Department Manager.
- 6:05 The Employer will examine the duties of the employee and provide a decision as to the validity of the request within twenty-one (21) working days from the date of the employee's request for a review.
- 6:06 As per 16:02, where the parties fail to agree on the matter, the matter may be referred to Arbitration or Mediation, in accordance with Article 16.
- 6:07 If the rate of pay for a revised classification is adjusted through this process, the adjustment will take effect on the date the written review was requested by the employee.

ARTICLE 7 – PAY

- 7:01 An employee shall be paid the current hourly rate for all hours worked in his/her classification contained in this Collective Agreement.
- 7:02 Where an employee is promoted to a classification with a higher maximum rate of pay, the employee shall receive an increase of one (1) step or an amount necessary to take the employee to the range minimum of the higher classification, whichever is the greater of the two, provided however that the range maximum is not exceeded. If having acted and/or performed the duties of a higher rated position on a multiple assignment,

an employee will be given credit for those hours worked in the higher rated classification should they be offered this position on a permanent basis. (2080 hours worked Step Two/4160 hours worked Step Three).

7:03 Where an employee changes classification, and it is not a promotion, the employee shall be paid at the step in the range that is nearest to their previous pay rate.

ARTICLE 8 – DURATION

8:01 This agreement shall be effective from June 5, **2014** and shall continue in effect up to and including June 4, **2018** and shall remain in force and effect from year to year thereafter unless written notice to negotiate a renewal, or revision and renewal is given by either party at least forty-five (45) days prior to, but no more than one hundred and eighty (180) days, prior to the expiry date hereof. During the period required to negotiate a renewal, or revision and renewal of the Agreement, this Agreement shall remain in full force and effect with change.

8:02 The parties shall provide their respective proposals for amendments to the expiring agreement at the first negotiation session arranged between the parties.

8:03 All additions, deletions, and amendments and/or revisions from the previous Agreement to this Agreement shall be effective the first day of the bi-weekly pay period following the date of ratification of the Collective Agreement unless otherwise specified.

ARTICLE 9 – PROBATIONARY PERIOD

9:01 All new employees shall be on probation for six (6) months from the date of the commencement of employment. A probation period may be extended up to two (2) months provided an evaluation has been given to the employee prior to three (3) months and six (6) months.

9:02 An employee who is rejected during probation period may grieve the rejection to the applicable Executive General Manager or Division Vice-President within fifteen (15) calendar days from the date the employee received notice of the rejection. The General Manager, Division Vice-President or designate shall hold a hearing to discuss the grievance with the employee. The employee has the option to have a Representative present. The decision at this Step shall be final for such grievance.

9:03 The rejection on probation of an employee is not arbitrable.

ARTICLE 10 – UNION BUSINESS

- 10:01 Leave of absence to attend Union business may be granted to employees under the following conditions:
- (a) Requests for leave shall be made in writing by the Union to a **Human Resources representative as designated by the Employer.**
 - (b) Requests for leave shall be made with reasonable advance notice but not less than seven (7) working days and shall not be unreasonably denied.
 - (c) **Any full-time or part-time employee elected or appointed to a full-time position in the local Union or Unifor will be granted a leave of absence for the duration of the elected or appointed position. A written request for such a leave of absence must be presented to the Employer at least four (4) weeks in advance of when the leave of absence is to commence, unless otherwise mutually agreed to by the Employer and the Union. Employees who are granted a leave pursuant to this sub-article will have their seniority and pension credits accrue while on such leave. All costs will be reimbursed by the Union. Otherwise, such leaves are without pay or benefits. An employee returning to work from such a leave of absence will inform the Employer as soon as possible, and the Employer will return the employee to their former position, if a vacancy is available, at their former rate of pay. Otherwise the Employer will attempt to identify a comparable vacancy for the employee to return to at the same rate of pay.**
 - (d) Where such leave of absence has been granted, the Union shall reimburse the Employer one hundred percent (100%) of the wages paid to such employees during the approved absence.
- 10:02
- (a) For time spent with Employer representatives during collective bargaining, the Union will be allowed to have no more that two (2) employees present, per Casino primary base location **and no more than one (1) employee present from the Gaming Centre**, at each bargaining session on a time off with pay basis. Any additional employees shall be on a leave without pay or wage recovery basis as per 10:01(c).
 - (b) Prior to the commencement of negotiations, the Union shall supply the Employer with a list of employee representatives for the purpose of collective bargaining. Dependent upon operational requirements, requested leave for such employees shall not be unreasonably denied.

10:03 (a) The Employer agrees to allow the Union use of space on existing bulletin boards for the purpose of posting official Union information relating to business affairs, provided the information does not contain anything adverse to the interests of the Employer. The **Executive** General Manager or Division Vice-President **or designate** shall have the right to remove the posting of any information that is adverse to the interests of the Employer.

(b) As per the conditions outlined above, the Union shall provide the Employer information for posting on the Manitoba **Liquor & Lotteries** Intranet.

10:04 (a) **The Union shall have the right to elect or appoint one (1) full-time Chairperson. The Employer shall recognize and pay all associated employment costs, except when the Chairperson is in a wage recovery scenario (i.e. Union training etc.). The Employer will provide the Chairperson with the necessary equipment to properly perform their duties.**

(b) **The Union shall have the right to elect or appoint bargaining committee representatives as follows:**

- **one (1) representative from Club Regent Casino Table Games**
- **one (1) representative from McPhillips Station Casino Table Games**
- **one (1) representative from the Gaming Centre**
- **one (1) representative from Electronic Gaming or the Bank from both Club Regent Casino and McPhillips Station Casino**
- **one (1) representative from Security or Customer Service/Housekeeping/Facilities/House and Grounds from both Club Regent Casino and McPhillips Station Casino**
- **one (1) Skilled Trades Bargaining representative**

The Chairperson will be included in the above allotment.

ARTICLE 11 - RIGHTS OF STEWARDS

11:01 “Steward” means an employee elected or appointed by the Union who is authorized to represent an employee during the initial investigatory and/or disciplinary meeting.

11:02 The Employer recognizes the Union’s right to select Stewards to represent employees.

- 11:03 The Union agrees to provide the Employer with a list of Stewards and any subsequent changes. The Union shall provide appropriate identification for Stewards.
- 11:04 Employees shall not conduct Union business during their work time without Management approval which will not be unreasonably denied.
- 11:05 Where a Steward considers that an urgent complaint requires immediate investigation, he/**she** shall first obtain permission from the Department Manager/Supervisor before leaving **his/her** work **and/or assigned area** to investigate. Such permission shall not be unreasonably sought or denied.
- 11:06 Where a Steward investigates in accordance with 11:05, he/she shall suffer no loss of pay or benefits.
- 11:07 A Union representative or designated Steward shall be provided with the opportunity to meet with newly hired employees for up to thirty (30) minutes or as mutually agreed between the parties, during regular working hours. The time shall be established by agreement subject to operational requirements.

ARTICLE 12 – LABOUR MANAGEMENT COMMITTEE

- 12:01 Manitoba **Liquor &** Lotteries and the Union agree that it is mutually advantageous for representation through a Labour/Management Committee. The Committee shall not vary or modify any provisions of this Collective Agreement.
- 12:02 The parties agree that the site elected or appointed Union Bargaining Committee members shall be the employee representatives on the Labour/Management Committee when held at each specific Casino. All other additional committee participants will be mutually agreed upon by the parties.
- 12:03 The Labour/Management Committee shall be for the express issue of dealing with those concerns raised by the Union or Management exclusive of individual grievances.
- 12:04 Each site committee shall consist of a minimum of two (2) and a maximum of four (4) representatives of Labour and of Management.
- 12:05 Site Labour/Management meetings will take place on a monthly basis unless otherwise agreed upon. The Casino Chairperson will be in attendance. The Union and Management will prepare and present an agenda. Minutes of the meeting will be maintained and presented prior to the next meeting being held.

ARTICLE 13 – SAFETY AND HEALTH

13:01 Manitoba **Liquor & Lotteries** shall institute and maintain all precautions to ensure every worker has a safe and healthy workplace. The Corporation shall comply with all applicable **safety, health** and environmental legislation.

13:02 The Employee will take reasonable care to protect themselves and others who may be affected by their actions or omissions, being certain to use proper safety equipment, clothing and devices **for his/her protection by his/her employer** while cooperating with the workplace safety and health requirements.

13:03 **Workplace Safety and Health Committees**

- (a) A Workplace Safety and Health Committee shall be established which is composed of a minimum of two (2) union members chosen by the Union.
- (b) Two (2) co-chairpersons shall be elected by and from the members of the committee. One (1) co-chair shall be a union member the other shall be **an employer** member.
- (c) Without limiting the generality of the foregoing, the **committee's duties will include:**
 - i) **To inspect the workplace and the work processes and procedures at the workplace at least once before each regularly scheduled meeting of the Committee, to identify any risk to the safety or health of any person at the workplace.**
 - ii) **If a risk is identified, to correct any unsafe condition as soon as is reasonably practicable and, in the interim, take immediate steps to protect the safety and health of any person who may be at risk.**
 - iii) **Receipt, consideration and disposition of concerns and complaints respecting the safety and health of workers, and making recommendations to the employer.**
 - iv) **Development and promotion of measures to protect the safety and health and welfare of persons in the workplace, and checking the effectiveness of such measures.**
 - v) **Co-operation with the safety and health officer exercising duties under the Workplace Safety and**

Health Act or the regulations, and internal occupational health service.

- vi) Hold meetings at regular intervals, not exceeding three (3) months for the review of reports of current accidents, occupational diseases and sprains and strains injuries, their causes and means of prevention; remedial action taken or required by the reports of investigations or inspections, and; any other matters pertaining to safety and health.
- vii) Record the minutes of the meetings which shall be signed by the co-chairs, distributed to the committee members, posted on the bulletin boards and sent to the local Union and Workplace Safety and Health **Branch**.
- viii) **Have access and is allowed to examine any log books, assessment, inspection report or other record that the employer is required to keep at the workplace under the Act of the regulations:**
 - i. **An employer must provide information respecting lost-time injuries at the workplace to the Committee members.**
 - ii. **A committee member and a representative must not disclose a worker's personal health information unless the disclosure is required or permitted by law.**
- ix) Time spent by members of the committee in the course of their duties shall be considered as time worked and shall be paid in accordance with the terms of this Agreement.

A member of the committee is entitled to take the following time off from his or her regular work duties:

- i. **One hour or such longer period of time as the committee determines is necessary to prepare for each committee meeting.**
- ii. **Time required to attend each meeting of the Committee.**
- iii. **The time required to attend Workplace Safety and Health training in accordance with Section 44, as approved by the Committee and the Employer.**

iv. Such time as the Committee determines is necessary to carry out his or her duties as a committee member under this Act and the regulations.

x) The Union Safety and Health Committee members shall meet without company representatives for at least one hour prior to the committee meeting.

13:04

Right to Refuse

(a) A worker may refuse to work or do particular work at a workplace if he or she believes on reasonable grounds that the work constitutes a danger to his or her safety or health or the safety or health of another worker or another person. Signs are posted in the workplace on the Safety & Health Committee bulletin board advising employees of their rights.

(b) A worker who refuses to work or do particular work shall promptly report the refusal and the reasons for it to his or her employer or immediate supervisor or to any other person in charge at the workplace. If the employer does not remedy the dangerous condition immediately, the person who receives the report of refusal to work, or a person designated by that person shall immediately inspect the dangerous condition in the presence of the worker and one of the following persons:

- Committee (member)
- Representative (worker)
- If no committee or representative, another worker selected by the worker who is refusing to work.

(c) The person required to inspect the dangerous condition shall take any action necessary to remedy any dangerous condition, or ensure that such action is taken.

(d) Until the dangerous condition is remedied, the worker who reported it may continue to refuse to work or do particular work.

(e) When a worker has refused to work or do particular work under (a), the employer shall not request or assign another worker to do the work unless:

- a. The employer has advised the other worker, in writing, of
- i. the first worker's refusal,

- ii. the reasons for the refusal,
 - iii. the other worker's right to refuse dangerous work, and the reason why, in the opinion of the employer, the work does not constitute a danger to the safety or health of the other worker, another worker or any person;
- b. Where practicable, the first worker has advised the other worker of:
 - i. the first worker refusal, and
 - ii. the reasons for the refusal; and
 - iii. the actions required under the inspection of the dangerous condition and remedial actions have been taken
- (f) If the dangerous condition is not remedied after an inspection, any of the persons present during inspection may notify a Safety and Health Officer of the refusal to work and the reasons for it.
- (g) No employee shall be discharged, penalized, coerced, intimidated or disciplined for refusing hazardous work or for acting in compliance with the act or the regulations. **The worker is entitled to the same wages and benefits that he or she would have received had the worker continued to work; and the employer may re-assign the worker temporarily to alternate work.**
- (h) The employer at the workplace, knows or ought to know of a condition at the workplace that is or is likely to be dangerous to the safety or health of a worker, he or she shall not require or permit any worker to do that work until the dangerous condition is remedied.
- (i) Subject to subsection 43(5) of the Act: "*Worker may continue to refuse*", nothing in subsection 43(1) of the Act: "*Right to refuse dangerous work*" prevents the doing of any work or thing at a workplace that may be necessary to remedy a condition that is or is likely to be dangerous to the safety or health of a worker.

13:05

Incident Investigations

An employee must report serious incidents and dangerous occurrences. An employer must ensure that each of the following is investigated as soon as reasonably practicable after it occurs:

- (a) a serious incident;
- (b) an accident or other dangerous occurrence:
 - i. that injures a person, and results in the person requiring medical treatment, or
 - ii. that had the potential to cause a serious incident.

Refer to Part 2 of the Manitoba Workplace Safety & Health Regulation and Manitoba Liquor & Lotteries Serious Incidents, Accidents and Dangerous Occurrences Safe Work Procedure.

13:06

Education and Training

- (a) The employer is required to ensure that new and existing workers are provided with safety and health orientation and are trained to protect themselves from hazards they may encounter in the course of their duties.

"new worker" means a worker who:

- i. is new to the workplace;
 - ii. is moved from one area of a workplace to another area of the workplace that has different processes or hazards;
 - iii. is relocated to a different workplace that has different processes or hazards; or
 - iv. is returning to the same workplace but the processes or hazards in the workplace changed while the worker was away.
- (b) Subject to this section, every employer at a workplace where there is a committee or a representative, must allow each member of the committee, the representative, or their respective designates, to take educational leave each year, without loss of pay or benefits, for the purpose of attending workplace safety and health training seminars, programs or courses of instruction:
 - i. offered by the branch;
 - ii. approved by the committee; or
 - iii. provided for in the current collective bargaining agreement respecting the workers at the workplace.

The amount of time allowed for educational leave is the greater of:

- i. 16 hours; and
 - ii. the number of hours the worker normally works during two shifts.
- (c) The employer must pay a committee member, representative or designate who attends a workplace safety and health training program referred to in the Act subsection 44(1) at the worker's regular or premium pay, as applicable, for the greater of
- i. the actual number of hours spent attending the training; and
 - ii. the number of hours the worker normally works during a normal shift

13:07

WHMIS (MSDS, Labeling and Training)

The employer will provide the following:

- Material Safety Data Sheets (MSDS) and labels for controlled products used, handled and stored in the workplace
- Instructions, and training on Safe Work Procedures (SWP).
- Assess chemical and biological substances
- Ensure appropriate control measures are implemented for airborne hazardous substances and non-airborne hazards to ensure safety and health of the worker.
- Monitor to ensure no worker is exposed to substance in excess of the occupational exposure limit for that substance.
- If no control measure is reasonably practical, Personal Protective Equipment (PPE) will be provided to prevent and reduce exposure to the chemical or biological substance.

13:08

Right to Accompany Safety & Health Officers

The **worker** co-chairperson or designate shall be allowed to accompany a Workplace Safety & Health Officer on an inspection tour and to speak with the Officer out of earshot of any other person.

13:09

Access to the Workplace

With proper advanced notice the safety and health staff or union representatives shall be provided access to the workplace and to attend meetings of the committee or union committee or for inspecting, investigating or monitoring the workplace.

13:10 **Personal Protective Clothing and Equipment**

The company shall provide all employees whose work requires them to wear protective devices with the necessary tools, equipment and protective clothing required including footwear, and safety glasses. These shall be maintained and replaced, where necessary, at the company's expense.

13:11 **Lockout and Machine Guarding**

When a machine is serviced, repaired, tested, cleaned, maintained or adjusted, an employer must ensure that no worker performs work on the machine until it has come to a complete stop and the worker performing work on the machine has:

- a) locked out the machine and removed and rendered safe any hazardous condition; or**
- b) otherwise rendered the machine inoperative in a manner that prevents reactivation and provides protection that is equal to, or greater than, the protection provided by clause (a).**

An employer must:

- a) develop and implement safe work procedures respecting all machines and tools used in the workplace;**
- b) train workers in the safe work procedures; and**
- c) ensure that workers comply with the safe work procedures.**

The safe work procedures must include practices and procedures dealing with the lockout of machines used in the workplace.

An employer must ensure that a worker is:

- a) informed of any risks associated with a machine or tool used in the workplace; and**
- b) provided with information, instruction and training in the safe use and operation of the machine or tool.**

13:12 **Modified Duties**

The company agrees to offer disabled employees modified work based on their medical limitations. The modified duties shall continue for the length of the accommodation.

13:13

First-Aid Attendants

There shall be a trained first-aid responder (Security) present on all shifts who shall be members of the bargaining unit. The company shall pay for the fees, textbooks and lost time of all first-aid responders (Security) who successfully complete a first-aid course.

13:14

Working Alone Plan

Employees shall be permitted to work alone as long as they have been trained in the Safe Work procedures specific to their task while working alone.

An employer must:

- a) develop and implement safe work procedures to eliminate or reduce the identified risks to workers working alone or working in isolation;**
- b) train workers in the safe work procedures; and**
- c) ensure that workers comply with the safe work procedures.**

The safe work procedures must include:

- a) the establishment of an effective communication system that consists of:**
 - i. radio communication,**
 - ii. telephone or cellular phone communication, or**
 - iii. any other means that provides effective communication given the risks involved;**
- b) any of the following:**
 - i. a system of regular contact by the employer with the worker working alone or in isolation,**
 - ii. limitations on or prohibitions of specified activities,**
 - iii. the establishment of training requirements; and**
 - iv. where applicable, the provision of emergency supplies for use in travelling or working under conditions of extreme cold or other inclement weather conditions.**

ARTICLE 14 – DISCIPLINARY ACTION

- 14:01 An employee shall only be disciplined for just cause.
- 14:02 A hearing shall be held with an employee prior to making a determination to discipline any employee. If declining representation, the employee shall do so in writing.
- 14:03 Where disciplinary action has been taken, the employee shall be advised in writing of the reason(s) for discipline and the disciplinary action to be taken. The employee shall sign a copy only to acknowledge its receipt and the employee shall receive an original document. A copy shall be provided to the Union. An employee declining representation shall indicate same in writing.
- 14:04 An employee may grieve disciplinary action in accordance with the Grievance Procedure.
- 14:05 Wherever possible, the Employer shall provide the **Unifor** Chairperson a copy of a written security investigation report used in a disciplinary action.
- 14:06 As it relates to Disciplinary Action, there shall only be one (1) employee file located in Human Resources and relied upon by the Employer for each employee.
- 14:07 Where there has been no recurrence of a disciplinary nature for a period of twelve (12) months, the Employer shall remove those disciplinary documents in an employee's file of a verbal and/or written nature as per the progressive discipline process. This will also include **non-disciplinary letters of direction**.
- Where there has been no recurrence of a disciplinary nature for a period of **eighteen (18)** months, the Employer shall remove those disciplinary documents in an employee's file outlining a suspension as per the progressive discipline process.
- The exceptions to the above relate to those issues dealing with Discrimination, Harassment, and Acts of Violence.
- 14:08 For the purposes of recruitment, discipline will be a factor in the screening process and be applied as follows:
1. A verbal reprimand will restrict participation in the recruitment process for a period of three (3) months from the date the incident **occurred**.
 2. A written reprimand will restrict participation in the recruitment process for a period of six (6) months from the date the incident **occurred**.

3. A Suspension will restrict participation in the recruitment process for a period of twelve (12) months from the date the incident **occurred**.

The Individual must be discipline free for the period of time indicated above for the time periods to apply.

The discipline referred to above will remain in the employee's file as per Article 14:07.

14:09 In situations other than serious misconduct, the Employer may issue a "time served" suspension. As time served, the suspension will require the employee to attend work as regularly scheduled and the suspension will remain on file as per Article 14:07.

A time served suspension is considered imposed discipline as per the progressive discipline process, and the employee retains the option to either accept or grieve the discipline as issued.

ARTICLE 15 – GRIEVANCE PROCEDURE

15:01 Prior to a written grievance being filed and/or initiated, the parties shall meet to review the facts and circumstances giving rise to the complaint(s) and shall attempt to resolve the matter(s) through discussion and the pursuit of reasonable alternatives. The aggrieved employee shall have the right and/or option to have a Union Representative present at such discussion(s).

15:02 Where the employee, the manager, the steward and/or union representative if in attendance cannot resolve the employee's complaint through the process outlined in 15:01 above, the parties to the agreement recognized the desirability for a prompt resolution of the grievance through an orderly process as outlined below in this Article, without stoppage of work or refusal to perform work.

15:03 A grievance is defined as a complaint in writing concerning:

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

15:04 Notwithstanding 15:03, an employee may grieve on any unsatisfactory working condition up to the Grievance Hearing Stage of the Procedure. The decision at this Step shall be final for such grievances.

- 15:05 (a) If an employee or the Union fail to initiate or process a grievance within the prescribe time limits without a reasonable explanation, the grievance will be deemed to be abandoned.
- (b) If Management fails to reply to a grievance within the prescribed time limits, the employee or Union shall process the grievance to the next step.
- (c) Either party may request an extension of the time limits in writing where possible to the affected parties provided such extension is requested prior to the expiry of the time allowed. An extension, if requested, shall not be unreasonably withheld.

15:06 Wherever possible, the grievance shall be presented on the Union Grievance Form. A written description of the nature of the grievance and the redress requested shall be sufficiently clear and if the grievance relates to an Article of the Agreement, such Article shall be so stated in the grievance. The grievance shall be signed by the employee and may be clarified at any step providing the substance is not changed. Except for failure to meet the time limits, a grievance shall not be deemed to be invalid if it is not written on the Union Grievance Form or for failure to quote the Article in dispute.

15:07 Grievances concerning demotion, suspension, or dismissal shall be initiated at the Grievance Hearing Stage of the Procedure within twenty-eight (28) calendar days of the date that the employee became aware of the action.

15:08 Once a grievance has been filed it then becomes the property of the union.

15:09 When a grievance cannot be presented in person, it may be transmitted by registered mail, courier, and/or email.

As per 15:01, an employee will deal with a complaint in the following manner:

1. Discussion

- (a) Within twenty-one (21) calendar days after the date upon which the employee was notified orally or in writing, or on which the employee first became aware of the action or circumstances giving rise to a concern/issue, the employee shall meet with the appropriate **Executive** General Manager, Executive Director, Director or designate, as well as **a representative from Labour Relations** and a Steward, if

requested, to discuss the issues giving rise to the complaint or concern.

- (b) A decision in writing shall be given to the employee within fourteen calendar days following the discussion stage above.

Grievance Hearing

- 2. (a) If the complaint or concern is not resolved satisfactorily as per the Discussion stage, the employee shall submit a grievance to **the Director, Employee & Labour Relations** within **fourteen (14) calendar** days of receipt of the Discussion stage.
- (b) The Division Vice-President or designate shall issue a decision in writing to the employee and the Union within **fourteen (14) calendar** days of the grievance **hearing**.
- (c) The Division Vice-President or designate may hold a hearing to discuss the grievance with the employee and his Representative before giving a decision on the grievance. The hearing will involve the appropriate **Human Resources** Representative, etc.
- (d) If the grievance is not resolved satisfactorily as per the above, the grievance may be referred by the Union to Arbitration in accordance with Article 16.

15:10

- (a) Where either party to this Agreement disputes the general application, interpretation or alleged violation of an Article of this Agreement or a signed Letter of Understanding or a signed Memorandum of Agreement between the parties, either party may initiate a Policy Grievance. Where such a grievance is initiated by the Union, it shall be presented at the Grievance Hearing Stage of the Procedure. Where such a grievance is initiated by the Employer, it shall be presented to the National Union Representative. In all cases the grievance shall be presented within twenty-eight (28) calendar days from the date of the action giving rise to the grievance.
- (b) Where applicable, a grievance relating to a group of employees may be submitted as Group Grievance. Where at all possible a Group Grievance shall be signed by all the individual grievors affected. New names may only be added to the group grievance up to Grievance Hearing Stage of the Procedure.
- (c) Where the parties fail to resolve a grievance under 15:10 (a) or (b), either party may refer the grievance to Arbitration.

ARTICLE 16 – ARBITRATION PROCEDURE

- 16:01 Within twenty-eight (28) calendar days from the receipt of the decision at the Grievance Hearing Stage of the Procedure, the party initiating the grievance to arbitration shall notify the other party in writing of its desire to submit the grievance to arbitration.
- 16:02 If either party is requesting Arbitration as per 16.01 above, and/or Mediation as outlined in 16:08 below, then the following shall apply:
- (a) Written notice shall be provided by either party and said written notice shall contain the party's proposal for the name of a prospective Mediator/Arbitrator with accompanying contact information.
 - (b) If referred to a Mediator, the Arbitration Hearing dates shall be established independent of the mediation process. The Mediation process must be completed prior to the commencement of the Arbitration.
 - (c) The parties shall attempt to reach agreement on the selection of an Arbitrator within fourteen (14) calendar days of receiving notice to proceed from either party.
- 16:03 The Arbitrator shall render his/her decision in writing to the Union and the Employer.
- 16:04 Any of the time limits referred to above may be extended by mutual agreement of the parties hereto.
- 16:05 The Arbitrator shall not have the authority to amend, add to, or in any manner change the provisions of this Agreement or any signed Memorandum of Agreement between the parties.
- 16:06 Each party shall bear the expenses of the Arbitrator equally.
- 16:07 The decision of the Arbitrator shall be final and binding on both parties, unless there is assertion of "Error in Law" which may require referral and clarification through the appropriate level of court.
- 16:08 Mediation
- (a) In addition to the provisions outlined above, the parties to this Collective Agreement may, at any time, agree to refer one or more grievances to a single mediator for the purpose of resolving grievances in an expeditious and informal manner.
 - (b) The Mediation process is a voluntary resolution process and non-binding. A designated representative of **Unifor** and a designated representative of Manitoba **Liquor & Lotteries**, will provide the

Mediator with a statement of facts as well as verbal input, and request that this neutral third party attempt to mediate a voluntary settlement.

- (c) Should a settlement not be forthcoming the parties may proceed to arbitration as outlined in 16:01 above.

16:09 If, in the event the parties fail to agree upon an Arbitrator within the applicable time limits, the selection of an Arbitrator may be referred to the Chief Justice of the Province of Manitoba

16:10 Representatives of the Union and/or grievors shall be given permission to be absent from work and suffer no loss of pay, benefits or seniority as a result of their involvement in the grievance or arbitration proceedings or Manitoba Labour Board hearings related to Manitoba **Liquor & Lotteries**.

16:11 Representatives of the Union and Manitoba **Liquor & Lotteries** employees involved as witnesses or participants in grievance or arbitration proceedings or Manitoba Labour Board hearings shall be granted leave of absence for union business as per Article 16 of the Collective Agreement.

ARTICLE 17 – NO DISCRIMINATION/HARASSMENT

17:01 In accordance with the provisions of the *Labour Relations Act*, the Employer, employees and the Union agree that there will be no harassment or discrimination exercised or practiced by them or their representatives because of membership or non-membership, activity or lack of activity in the Union.

17:02 The Employer, employees and the Union agree they all have rights and obligations under the *Human Rights Code* to ensure a workplace free from discrimination on the basis of race, ancestry, place of origin, citizenship, creed, sex, sexual orientation, age, record of offences, marital status, family status or disability.

17:03 It is recognized that where there is a complaint of harassment or discrimination that is occurring amongst Union members in the bargaining unit, the Union should be provided with an opportunity to address the issue. However, it will be at the discretion of the employee as to whether the Union will be involved. The Union may establish its own policy for doing so although nothing in this policy will detract from the Employer's ability to address such an issue if a complaint is made to it or if the behaviour is having an impact on the management of the workplace. Where the Employer receives a complaint amongst bargaining unit members, it will inform the Union.

17:04 Manitoba **Liquor & Lotteries Respectful Workplace Policy** will be made available to all employees and the Employer agrees that it will conduct training around this policy, including offering training to the Union Committee Persons. The Employer and the Union agree to meet and jointly discuss the **Respectful Workplace Policy** and the **Unifor** policy including complaint resolution procedures.

ARTICLE 18 – CIVIL LIABILITY

18:01 If any action or proceeding is brought against any employee covered by this Agreement for an alleged tort committed by him or her in the performance of his or her duties, then:

- (a) The employee, upon being served with a legal process, or upon receipt of any action of proceedings as herein before referred to, being commenced against him or her shall advise the Employer through the Vice President, **Human Resources** of any such notification or legal process;
- (b) The Employer shall pay any damages or costs awarded against any such employee in any such action or proceeding and all legal fees, and/or;
- (c) The Employer shall pay any sum required to be paid by such employee in connection with the settlement of any claim made against such employee if such settlement is approved by the Employer; provided the conduct of the employee which gave rise to the action did not constitute gross negligence of his or her duty as an employee.
- (d) Upon the employee notifying the Employer in accordance with 18:01 (a), the Employer and the employee shall forthwith meet and appoint counsel that is mutually agreeable to both parties. Should the parties be unable to agree on counsel that is satisfactory to both, then the Employer shall unilaterally appoint counsel. The Employer accepts full responsibility for the conduct of the action and the employee agrees to co-operate fully with appointed counsel.

ARTICLE 19 – EMPLOYEE FILES

19:01 Upon written request of an employee, the Human Resources file of that employee shall be made available for review once every six (6) months. Such review shall be in the presence of the Employer. The employee has the option to have a representative of the Union present at the review.

During the review, documents no longer relevant may be removed from the Human Resources file and destroyed. Documents for removal and destruction are subject to the constraints imposed by the Collective Agreement, legislative requirements, the **LGA**, and the policies of the Manitoba **Liquor & Lotteries**.

Questions arising during the review as to what may be removed from any employee file will be directed to the Director, **Employee & Labour Relations**.

19:02 An employee may request a copy of specific documents on the employee's personnel file. This provision shall not be unreasonably requested or denied.

- 19:03
- (a) Employee departmental files shall be made available for the employee to review once every six (6) months. The request for review will take place within **two (2) business days** of the request being made. Documents no longer relevant may be removed from the departmental file and destroyed. Documents for removal and destruction are subject to the constraints imposed by the Collective Agreement, legislative requirements, **Liquor & Gaming Authority (LGA)** and the policies of Manitoba **Liquor & Lotteries**.
 - (b) The Employer shall discuss with an employee, information to be placed in a departmental file.
 - (c) Information maintained in a departmental file and leading to discipline will be transferred to the Human Resources file in support of the discipline issued.
 - (d) Employee recognition for a job well done will be copied and transferred to the employee's Human Resources file, with a copy provided to the employee concerned.
 - (e) An employee shall report any changes in name, address, phone numbers, etc. to Human Resources in writing, within ten (10) working days of the relevant changes. Human Resources will dispense said changes to the Union upon approval and such other affected organizations or benefit carriers.
 - (f) It is the responsibility of the employee to immediately report any changes as referenced in (e) above to the **Liquor & Gaming Authority (LGA)**.
 - (g) Employees who are related or who become related (as per the definition of family defined in **Manitoba Liquor & Lotteries Policy #HR-009**) must declare these relationships to Human Resources **using the Personal/Family Relationship Disclosure Form**

available on the intranet in an effort to proactively address potential conflicts of interest.

ARTICLE 20 – RESIGNATIONS

- 20:01 Employees resigning shall provide the Employer with a written notice of resignation which shall specify the last day upon which the employee will perform his or her regular duties.
- 20:02 The effective date of a resignation shall be the last day upon which an employee is present at work and performs his or her regular duties.
- 20:03 Where the last day on which an employee who has submitted a notice of resignation performs his or her regular duties precedes a Friday, which but for the fact that a holiday falls thereon would be a regular working day, the employee shall be deemed to have voluntarily terminated his or her service on that Friday and shall be eligible for holiday pay for that Friday.
- 20:04 Employees shall give written notice of their intention to resign as per the Employment Standards Act.
- 20:05 An employee may, with the approval of the Employer, withdraw the notice of resignation at any time before the resignation becomes effective.
- 20:06 Prior to an employee's last day worked, **the employee will have the option of completing an exit interview.**
- 20:07 **Upon request, the Employer shall issue to the employee a hard copy Record of Employment ("ROE"). Otherwise, and in all cases, Payroll will send an electronic copy of the ROE to Employment Insurance ("EI") within the time limits as outlined under the Employment Standards Act/EI requirements.**

ARTICLE 21 – TECHNOLOGICAL CHANGE

- 21:01 Section 83 through 85 inclusive, of the Labour Relations Act shall not apply during the term of this agreement.
- 21:02 The Employer agrees that it will endeavour to introduce technological change in a manner which, where possible, will minimize the disruptive effects on its employees.
- 21:03 For the purposes of this Article, technological change means the introduction into the Employer's operation of new equipment or materials

which shall affect the security of employment of a significant number of employees.

21:04 Where the Employer intends to introduce technological change, the following procedure will be followed:

- (a) the Employer will provide the Union with one hundred and twenty (120) days notice prior to the date the change is to be effective;
- (b) during this period, the parties will meet to discuss the steps to be taken to assist the employees who could be affected

ARTICLE 22 – WORKERS COMPENSATION

22:01 Where an employee is unable to work as a result of a compensable injury incurred in the course of performing regular duties, that employee shall apply for Workers Compensation benefits.

22:02 Where an employee is injured on the job and is required to leave for immediate medical treatment due to injury, the employee shall incur no loss in regular pay and benefits for the day on which the accident occurred.

22:03 Transportation to the nearest physician or hospital for employees requiring immediate medical care as a result of an on-the-job accident shall be arranged/provided by the Employer, with expenses paid through the Workers Compensation Board (WCB).

22:04 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.

ARTICLE 23 – LAYOFF AND RECALL

23:01 Where by reason of a shortage of work or funds, or the abolition of a position or material changes in duties or organization, the Employer determines that a layoff(s) is necessary, the Employer shall determine the classification(s) from which the layoff(s) are to take place.

23:02 Subject to this Article, the Employer shall determine the group of employees concerned within each classification from which employees are to be laid off.

- 23:03 In determining the order of layoff within the group of employees concerned within each classification, seniority shall be the determining factor provided the qualifications of the employees are relatively equal. This section is subject to the requirement that the employees who are retained must have the qualifications and ability to perform the duties which the remaining employees will be required to perform.
- 23:04 An employee who is to be laid off and who elects to exercise the employee's displacement option may displace the most junior employee in the employee's current classification subject to the following:
- (a) the employee must have the qualifications and ability to perform the duties which the remaining employees will be required to perform;
 - (b) if the employee cannot displace the most junior employee under subsection (a), the employee may then elect to displace the next most junior employee in the classification;
 - (c) the process will continue in this manner until the employee is able to displace an employee in the classification or there are no displacement opportunities;
 - (d) an employee who is displaced and is to be laid off and who elects to exercise the employee's displacement option may displace the most junior employee in the employee's current classification in accordance with the process in this Section.
- 23:05 An employee who is to be laid off and who has no displacement option within the employee's classification as a result of subsection 23:04 (a) may elect to displace the most junior in another classification which has the same or lower maximum rate of pay. For this purpose, the rate of pay will be based on the maximum hourly rate of pay in this classification. The displacement process in that classification will follow the provision of Section 23:04.
- 23:06 Notwithstanding the process required in Sections 23:04 or 23:05, the effective date of the layoff will not change from that initially provided to the employee. The parties agree to take any steps necessary to expedite the process to ensure that an employee who is to be laid off as a result of the displacement process, receives as much notice as possible. As a result, employees who elect to exercise their displacement rights must participate in and co-operate fully with the process or forfeit their displacement right.
- 23:07 Where the Employer is laying off an employee, notice of layoff or pay in lieu thereof will be given in accordance with the Employment Standard Act.

- 23:08 The Union will be provided a copy of the layoff notices issued to employees.
- 23:09 Where employees have been laid off, the Employer shall not use casual employees to do the work of the laid off employees except:
- (a) where the laid off employees are not available for work; or
 - (b) in emergency situations.
- 23:10 Where an employee, alleges that the employee's layoff has not been in accordance with this Agreement, the grievance procedure set forth in this Agreement shall apply except that the grievance shall be initiated at the second step of the procedure.
- 23:11 Employment equity and qualification will be a factor in the Layoff and Recall procedure. For the purposes of this article qualifications refers to education, knowledge, training, skills, experience, aptitude and competence. The employer making a decision with respect to determining which employees are to be retained and which employees are to be laid off, shall determine qualifications and the ability of employees to perform the duties which the remaining employees will be required to perform, in a fair, reasonable and non-disciplinary manner. The onus of proof rests with the employee in any dispute over the application of qualifications and ability to perform the duties, which the remaining employees will be required to perform.
- 23:12 An employee who is entitled to displace another employee in accordance with the provisions of this Article may have a familiarization period in the new position. The purpose of the familiarization period is to allow the employee to become oriented to the specific duties of the position. The familiarization period is not intended to be a period during which an employee acquires the necessary qualifications and ability to enable the employee to displace another employee.
- 23:13 Where the temporary layoff of an employee is necessary. Sections 23:03, 23:04, and 23:05 do not apply. For purposes of this Section, a "temporary layoff" is defined as less than three (3) months duration. Employees shall return to their positions upon expiry of such layoff.
- 23:14 Employees who are laid off shall be placed on a recall list for a period of up to twenty-four (24) months from the effective date of the layoff.
- 23:15 The Employer shall maintain a recall list for all employees covered by this Article who are laid off on other than a temporary basis. A copy will be provided to the Union on request.

- 23:16 Employees who are placed on a recall list shall be called back to their positions in reverse order of layoff to the classification from which the employee was laid off.
- 23:17 An employee who is on the recall list must:
- (a) report any change of address to the Employer without delay;
 - (b) if called back or provided a reasonable re-employment opportunity, respond to the call-back or reasonable re-employment opportunity within seven (7) days of receipt of notification of call-back or reasonable re-employment opportunity. An employee accepting reasonable re-employment opportunity at a lower rate of pay shall retain their recall rights under Section 23:14 for the duration of the time they would have remained on the re-employment list;
 - (c) return to work within fourteen (14) days of receipt of notification of call-back or reasonable re-employment opportunity or such other date as may be agreed upon between the employee and the Employer;
 - (d) except for good and sufficient reasons, accept a call-back or reasonable re-employment opportunity in accordance with this section or be deemed to have resigned.
- 23:18 A “reasonable re-employment opportunity” is a position which the employee is reasonably qualified for and able to perform and which is in a location which would not require a change of residence by the employee.
- 23:19 Employees on the recall list may be offered re-employment to other positions.
- 23:20 An employee who accepts another position may be placed on a trial period of not more than six (6) months duration. An employee who is found to be unsuitable during this trial period will be returned to the appropriate re-employment list for the greater of (6) months or the remainder of the employee’s twenty-four (24) month period on the recall list. An employee found to be unsuitable may grieve the decision commencing at the Grievance Stage Hearing Procedure. The decision at Grievance Stage Procedure is final for such grievances and is not arbitrable.

ARTICLE 24 – VACATION

- 24:01 For the purpose of this Agreement, a vacation year is the period beginning on the first day of April and ending on the thirty-first day of March next following.

24:02

Employees shall earn vacation leave (hours) as follows:

- (a) An employee who has completed less than (2) years continuous service, at the conclusion of the vacation year, shall receive vacation leave (hours) at the rate of four percent (4%) of hours paid at the employees regular rate in the concluding vacation year, to a maximum of eighty (80) hours. The vacation leave (hours) is to be taken in the next vacation year.
- (b) An employee who has completed two (2) or more years continuous service at the conclusion of the vacation year, shall receive vacation leave (hours) at the rate of six percent (6%) of hours paid at the employees regular rate in the concluding vacation year, to a maximum of one hundred and twenty (120) hours. The vacation leave (hours) is to be taken in the next vacation year.
- (c) An employee who has completed five (5) or more years continuous service at the conclusion of the vacation year shall receive vacation leave (hours) at the rate of eight percent (8%) of hours paid at the employees regular rate in the concluding vacation year to a maximum of one hundred and sixty (160) hours. The vacation leave (hours) is to be taken in the next vacation year.
- (d) An employee who has completed nine (9) or more years continuous service at the conclusion of the vacation year shall receive vacation leave (hours) at the rate of ten percent (10%) of hours paid at the employees regular rate in the concluding vacation year, to a maximum of two hundred (200) hours. The vacation leave (hours) is to be taken in the next vacation year.
- (e) An employee who has completed nineteen (19) or more years continuous service at the conclusion of the vacation year shall receive vacation leave (hours) at the rate of twelve percent (12%) of hours paid at the employees regular rate in the concluding vacation year, to a maximum of two hundred forty (240) hours. The vacation leave (hours) is to be taken in the next vacation year.
- (f) Prorating Adjustment: In each of (b), (c), (d) and (e) above, an employee shall be entitled to additional vacation (in the first vacation year following their 2nd, 5th, 9th, and 19th anniversary) calculated as follows:

Number of months from anniversary date to end of the vacation year divided by 12 x 40 = prorated entitlement.

- (g) When computing vacation leave (hours):

- (i) Any fraction of an hour equal to or greater than one-half (1/2) shall be computed as a half hour;
- (ii) Any fraction of an hour less than one-half (1/2) shall be computed as nothing.

24:03 Regular pay for each hour of vacation leave as per 24:02 (a), (b), (c), (d) and (e) is based on the employee's hourly rate at the time the vacation leave is taken.

24:04 Vacation leave shall be calculated on regular hours paid and shall be exclusive of overtime and any and all other premiums.

24:05 With Employer approval, employees may be able to carry forward to the following vacation year, up to forty (40) hours of vacation. Hours greater than forty (40) will be reviewed by the Employer on a case by case basis and a written decision will be provided within fourteen (14) days to the employee by Human Resources.

24:06 Notwithstanding 24:05, where the Employer has been unable to schedule part or all of an employee's vacation within the vacation year and as a result, finds it necessary to restrict the whole or part of the vacation leave of an employee, the Employer may authorize payment in lieu of vacation or vacation leave to be carried forward to the next following year. An employee whose vacation leave has been restricted may, in lieu of receiving such pay, elect to carry over such vacation leave to the following year.

24:07 During the first year of employment, prior to April, an employee may request and receive the employee's earned vacation leave.

24:08 (a) Vacation leave shall be granted on the basis of seniority and operational requirements.

(b) Any grievances surrounding Section 24:08 are final at the Grievance Stage Hearing Procedure and not arbitrable, **except when the grievance is regarding the application of seniority (e.g. pro-rated hours for part-time employees, disputes that seniority was not followed)**. A hearing will be held at the Grievance Stage Hearing Procedure if a grievance is presented.

(c) Section 24:08 is effective April 1, 2001.

24:09 An employee while on leave with pay and/or sick leave with pay shall be entitled to his vacation accrual in the same manner as if they were not absent from work.

24:10 Where one or more Statutory Holidays fall within the vacation period(s) of an employee, an additional working day(s) shall either be added to the vacation period(s) if requested by the employee or be taken at some later date of the employee's choice, upon mutual agreement with the employee's immediate supervisor.

24:11 Procedure for Booking Vacation

All staff must take their vacation entitlement during the fiscal year. The taking of vacation promotes enhanced employee well-being and the parties will work jointly to make certain vacation is booked and taken.

1. Vacation will be scheduled by the Employer on a vacation year Basis and will be booked by seniority.
2. Staff will initially book in a block of seven (7) days vacation time (floating block shall encompass scheduled days off with vacation hours). All staff will participate through the block booking process prior to single days.
3. The employer will post a vacation schedule in each department from January 15 to February 28 of each year. Employees will be contacted by management commencing February 1, to make their selection. Any employee who fails to make their selection, during their specified time as described above, shall thereafter only be able to select vacation periods that have not already been booked. (The dates referred to may be subject to change given operational needs and said changes will be communicated as soon as possible to the employees within the department(s) impacted).
4. The remainder of the vacation hours/single days available to an Employee may be submitted for approval on a seniority basis prior to February 28. All remaining time shall be based on a scrambled system of first come, first served basis.
5. Individuals finding it necessary to cancel pre-booked vacation, must put their request in writing and forward it to the **Executive** General Manager or designate and said request will not be unreasonably denied. Should illness or injury occur while on vacation, the employee may request the vacation leave be changed to sick leave. When rescheduling, the employee in question will not be allowed to bump any junior employees in this situation. Proof of incapacity may be required.
6. During peak/prime time (June, July, August & December) only a Maximum of three (3) vacation weeks may be booked.

7. Vacation will be approved taking into consideration, classification, shifts and operational requirements.
8. Employees with more than one hundred and twenty (120) hours of vacation entitlement, must book a minimum, **of one-block** during this process.
9. Only vacation credits will be used for the purposes of this Article.
10. Deviations from what is outlined in the Collective Agreement can only take place if the Union Representative and Director, **Employee & Labour Relations** and/or the Vice-President, **Human Resources** have confirmed any special arrangements in writing.

ARTICLE 25 – TRANSPORTATION

25:01 Where an employee is authorized to use his/her privately owned vehicle on the Employer’s business, he/she shall be reimbursed as follows:

- | | | |
|-----|--|----------|
| (a) | distance up to 12,000 kilometres per year
April 1, 2009 | 40.0¢/km |
| (b) | distance over 12,000 kilometres per year
April 1, 2009 | 32.3¢/km |
| (c) | the use of a privately owned motorcycle
April 1, 2009 | 21.2¢/km |
| (d) | distance is that accumulated in the fiscal year -
April 1 to March 31 | |

EFFECTIVE APRIL 2, 2012

- | | | |
|-----|---|----------|
| (a) | distance up to 12,000 kilometres per year
April 1, 2012 | 41.0¢/km |
| (b) | distance over 12,000 kilometres per year
April 1, 2012 | 33.3¢/km |
| (c) | the use of a privately owned motorcycle
shall be reimbursed at the following rates:
April 1, 2012 | 22.2¢/km |
| (d) | distance is that accumulated in the fiscal year -
April 1 to March 31 | |

Any changes beyond the rates identified above will be as per those outlined in the Manitoba Civil Service Master Agreement.

- 25:02 The above allowance covers all costs relative to the operation of the vehicle except bridge, ferry or highway tolls and parking, as authorized, which may be claimed as incurred.
- 25:03 The official rates throughout these Articles are those expressed in kilometres and cents per kilometres. An employee converting mileage to kilometres for the purpose of filing a claim, should multiply the total number of miles at the end of the month or expense claim period by one and six-tenths (1 6/10). The resultant figure should be rounded to the nearest kilometre.
- 25:04 Where the place of employment and the place of residence of an employee are both within the boundaries of the city or town and where an employee's work assignment is completed between twelve o'clock midnight and six o'clock in the forenoon and when requested by the employee, the Employer shall provide adequate transportation directly to the residence of the employee at the expense of the Employer.
- 25:05 Where the Employer reassigns an employee from one work location to another during the employee's shift, the travel time involved shall be paid as time worked.
- 25:06 Upon the request of an employee working within a Casino (Club Regent or McPhillips Station Casino), Security shall provide an escort to the employee's vehicle at the earliest available time.

ARTICLE 26 – TRAINING

- 26:01 (a) Where the Employer requires and authorizes employees to attend training which is job related, they shall be paid at their regular hourly rate for all hours of instruction.
- (b) Overtime shall be paid in accordance with Article 30 for all hours of instruction required in addition to the employee's regularly scheduled shift hours.
- 26:02 Where employees voluntarily attend training courses to upgrade or increase their job related skills, they shall do so at no cost to the Employer. Time spent attending such training course is not time worked and will not be paid by the Employer unless mutually agreed to by the Employer and the employee.

26:03 Where training is to take place and there is a limit to the number of participants, the selection of participants by the Employer, shall be on the basis of both operational requirements and the seniority of the employees who have requested the training.

26:04 Where an employee participates in **an Inspector test, table test, or Anti-Money Laundering (AML) test** and is unsuccessful, the employee shall be provided their test score results. The test results will be **reviewed with the employee without unreasonable delay.**

ARTICLE 27 – UNIFORMS AND PROTECTIVE CLOTHING

27:01 Where the Employer determines that uniforms and protective clothing are required in the performance of the employee's duties, such uniforms and protective clothing shall be provided to the employee.

27:02 Where uniforms, protective clothing **and/or equipment** are supplied, the Employer agrees to furnish, replace or repair such clothing when damaged in the performance of the employee's duties. The costs associated with the repair and replacement of uniforms will be the responsibility of the Employer in cases where the replacement is due to damage resulting from an employee performing his/her expected duties **without unreasonable delay.**

27:03 Where an employee is required, as a condition of employment, to provide and wear **CSA approved protective** 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 one hundred and fifty dollars (\$150).

Effective June 5, 2015, the safety footwear allowance for Skilled Trades will be increased to one hundred and seventy five dollars (\$175) per year.

Effective June 5, 2016, the safety footwear allowance for other eligible employees (per the LOU Re: List of Departments/ Classifications Requiring Safety Footwear) will be increased to one hundred and seventy five dollars (\$175) per year.

27:04 The allowance will be paid under the following conditions:

- (a) the safety footwear purchased must be approved by the Canadian Standards Association; and

- (b) the employee must obtain their footwear in the manner prescribed by the **Employer** as developed by Human Resources; and
- (c) the employee must have purchased **CSA approved protective footwear** specifically for employment with **Manitoba Liquor & Lotteries**.

27.05 Notwithstanding any other provision of this Agreement, where an employee disputes the provision of a uniform and/or protective clothing/**equipment** in accordance with this Article, the employee may file a grievance in accordance with the Grievance Procedure, and the decision at the Grievance Stage Hearing shall be final for such grievance.

27.06 All **Unifor** members covered by this Collective Agreement may wear a **Unifor** pin. The pin must be approved by the Director, **Employee & Labour Relations**.

ARTICLE 28 – SENIORITY

28:01 “Seniority” is defined as an employee’s accumulated regular hours worked under the terms and conditions of this Collective Agreement.

For the Purposes of the Article, regular hours worked shall include:

- (a) regular hours worked;
- (b) periods of temporarily assigned work in a classification not covered by this Collective Agreement;
- (c) periods of Workers Compensation;
- (d) periods of short term and long term disability;**
- (e) approved paid sick leave and/or sick leave without pay effective the pay period following ratification of this Agreement and on a go-forward basis;
- (f) periods of maternity leave and/or parental leave;
- (g) periods of adoptive parent leave;
- (h) Any leave of absence with pay;
- (i) Any other approved leaves without pay. All leaves of absence must be requested in writing and submitted to Human Resources for review by senior management, and if approved, seniority will be credited for accrual purposes. (Note: This change in practice is

effective the pay period following ratification of this Agreement and on a go-forward basis).

- 28:02 An employee will lose all seniority for any of the following reasons:
- (a) If an employee voluntarily quits the employ of the Employer;
 - (b) If an employee is discharged for just cause and such employee is not reinstated pursuant to the provisions of the grievance procedure;
 - (c) If an employee abandons work without permission and without properly calling in for a period of more than three (3) consecutive working days, and does not provide satisfactory reason for both the failure to report for work and the failure to call-in;
 - (d) If an employee fails to report for work in accordance with a notice of recall seven (7) days after a registered mailing of such notice, without satisfactory reason;
 - (e) If an employee is laid off for a period in excess of a twenty-four (24) month period, is not recalled and is provided with any severance and the required notice;
 - (f) If an employee fails to report for work upon the expiration of any leave of absence, without satisfactory reason;
 - (g) If an employee works at other employment during a leave of absence without permission;
 - (h) If an employee retires.
- 28:03 Seniority lists will be prepared by January 31 each year by the Employer based on service up to and including **the last pay period** of the previous year. The list will be posted at the appropriate work locations and a copy forwarded to the Union.
- 28:04 (a) A full-time or part-time employee who is converted to casual is covered only by the terms and conditions of Article 43 of the Collective Agreement effective the date of the employee's conversion. Except where the conversion is initiated by the employee, the conversion of a full-time or part-time employee to casual may be subject to the grievance procedure.

While an employee does not accumulate credit for hours worked as a casual employee, the employee shall not lose credit for the hours already accumulated. The employee will also retain, but will not be able to utilize earned DLT credits, sick leave credits or service for

vacation purposes, unless the employee is subsequently reconverted to full-time or part-time status.

- (b) A casual employee who is converted to part-time or full-time status is considered a new-hire **and is therefore required to successfully complete the standard probationary period. The employee will be credited at the time they are converted to part-time or full-time** for accumulated hours worked **as a casual.**

ARTICLE 29 – HOURS OF WORK

29:01 Hours of work shall be as assigned by the Employer. The Employer shall only pay for hours worked which will include fifteen (15) minute rest periods but exclude thirty (30) minute meal breaks.

29:02 With the exception of Table Games Dealers and Inspectors an employee who works for five (5) or more consecutive hours, will be provided an unpaid meal period of one-half (½) hour.

Table Games Dealers shall work on a schedule that excludes a thirty (30) minute break and will instead receive fifteen (15) minute breaks after each forty-five (45) minutes of dealing. All the fifteen (15) minute breaks shall be paid breaks.

Inspectors will work sixty (60) minutes on and twenty (20) minutes off and the twenty (20) minute breaks will be paid. Inspectors will not receive the standard thirty (30) minute meal break.

Employees (exclusive of Table Games Dealers and Inspectors) who do not receive their meal breaks and rest period as close as possible to their mid shift or midway through the employee's entitlement period may bring their concerns to the Labour/Management Committee.

The current practice for scheduling Table Games lunch periods will be continued during the term of this Collective Agreement.

29:03 An employee who works a minimum of four (4) consecutive hours shall receive one fifteen (15) minute rest period for each period so worked.

29:04 (a) Full-time and part-time set schedules, when altered, shall be posted fourteen (14) calendar days prior to the commencement of said schedule.

Seniority will be a factor on a senior may, junior must basis when altering schedules for Poker Tournaments and for part-time employees when operational requirements result in the

need for additional shifts (e.g. Boxing Day, New Year's Eve, Saturday of Easter weekend etc.). In those circumstances, qualifications such as skills and abilities must be met (e.g. game skills) before seniority is considered, and it cannot result in any additional cost to the Employer. Shift assignment may also be a factor.

- (b) It is recognized by the parties, that all shifts schedules including a revised schedule shall have a minimum break of ten (10) hours between any scheduled hours of work.

29:05 The parties hereto agree to the following terms and conditions with respect to changing of regularly scheduled employee's posted shift by the Employer:

- (a) Where changes are necessary in a regularly scheduled posted shift, an employee who is affected by such change shall be notified at least twenty-four (24) hours in advance. The foregoing, however, shall not apply to instances of personnel replacement due to sick leave, emergency situations, nor situations beyond the control of the employer.
- (b) Should an employee not receive at least twenty-four (24) hours notice of a change of a regularly scheduled posted shift except as provided in (a) above, then such affected employee shall be paid at time and one-half (1 ½ x's) for all hours worked for the first shift which varies from the posted schedule.

29:06 For clarification purposes, the regularly scheduled hours of work per bi-weekly shall not exceed eighty (80) hours when averaged over the bi-weekly pay period.

29:07 Subject to the approval of the Employer:

- (a) two (2) employees may mutually request to exchange shifts and such request shall not be unreasonably denied; and
- (b) the shift exchange shall occur within the same bi-weekly pay period; and
- (c) requests for a shift exchange must be made at least seven (7) calendar days prior to the first affected shift of the exchange **unless approved by the department manager or shift manager or pit manager**; and
- (d) the Employer shall not incur any additional costs as a result of an approved shift exchange.

29:08

Part-time and casual employees within a classification and work location shall complete an availability calendar and submit to the Scheduling Office, for pre-scheduling of additional hours and/or shifts that may become available. The pre-scheduling of additional hours and/or shifts that have become available will be communicated to employees by four o'clock on the Thursday prior. The exception to this will be in those situations beyond the control of Management.

Hours and/or shifts may be offered to employees outside a classification in cases of emergency, call-in absences, situations beyond the control of the employer, or where no pre-scheduling has occurred.

Part-time employees within a classification and work location shall be offered additional shifts prior to those shifts being offered to a casual **and/or Dual and or secondary assignment** employee. **In order for additional shifts to be offered to a part-time employee prior to a dual or secondary assignment employee, the part-time employee must have indicated their availability to work that (additional) shift on their availability calendar.**

The offering of shifts will not result in overtime unless authorized by Management.

29:09

Site Shift Bidding - Guidelines

Shift bidding will provide staff with the opportunity to select which shift (day/swing/nights) they prefer to work for the twelve (12) month period commencing April 1. **When referring to skilled trades and facilities, site will also be selected; however, employees may be required to work at locations other than their primary site based on operational requirements (e.g. projects).**

The parties agree to the following guidelines as it pertains to Shift Bidding:

1. Shift bidding shall occur once per year commencing on or about January 2 and concluding no later than March 31 of a fiscal year.
2. Shift bidding will take into consideration the operational requirements within a department so as to maintain the proper skill set necessary to service the patrons of Manitoba **Liquor & Lotteries**. Where this need has been met, seniority will be the governing factor. (Concerns under this item as it relates to operational requirements may be discussed by the parties at the site Labour/Management meetings.)

3. A new schedule once achieved through this process will be posted **twenty-one (21)** days prior to implementation and as stated in item #2 above, the most junior employees will be affected where operational requirements have been met.
4. Should a vacancy occur following the Shift Bidding process (subsequent to March 31 of a fiscal year), staff within the particular department will be contacted and offered the opportunity (shift) on a seniority basis prior to the posting of the vacancy. (Once posted, the successful candidate, regardless of seniority, will fill the resulting vacancy).
5. A staff person leaving a department and/or moving to another department will not be eligible to use their seniority to shift bump. The staff will be required to wait until the next Shift Bidding process to exercise their seniority.
6. A staff person required to be accommodated under the modified duties program, will not be entitled to bump a junior staff person from a shift. (Management will have the sole discretion of shift disbursement in this situation, **and will make the Union aware prior to the accommodation.**)
7. Staff, although assigned temporarily elsewhere within the organization, will participate in the Shift Bidding process within their primary department. **The exception is when an employee is not anticipated to return to their primary position for at least twelve (12) months after the shift bid schedule goes into effect. In those cases, the employee will not participate in the shift bid, and will assume the vacant schedule if/when they return to their primary position during the applicable fiscal year.**
8. Where possible, staff transferred for developmental purpose will maintain their current shift arrangement.
9. A staff person requesting and approved for a transfer, shall be placed in the vacant position regardless of seniority until the next shift bid.
10. Shift bidding is restricted to the department within a specific site. No bumping is permitted except during the annual shift bid process (per item #1 above), where the bidding process may cause bumping.
11. Once the department enters into shift bidding, the process will be repeated in each subsequent year unless otherwise negotiated through collective bargaining.
12. The shift bidding process/procedure as outlined above, shall be subject to the **Family/Personal Relationships Policy.**

29:10 When an employee is scheduled to work in a Dual capacity and the Dual assignment is cancelled with less than twenty-four (24) hours notice, the employee will be paid for the shift at the appropriate Dual rate of pay, exclusive of gratuities and/or shift premium.

29:11 Table Games Work/Rest Configuration

The parties hereby agree that the work/rest configuration for the Table Games Dealers will be set at forty-five (45) minutes on and fifteen (15) minutes off.

Two (2) of the fifteen (15) minute breaks to run consecutively thereby allowing for a thirty (30) minute paid break in which the employee may take their lunch.

This configuration will eliminate the need for an unpaid thirty (30) minute lunch break.

This arrangement will be reviewed twelve months following its' introduction to discuss issues that may have arisen and to deal with staff concerns.

Where no mutual agreement is reached between **Unifor** Local 144 and **the Employer** senior management that the change in work/rest configuration has been an effective utilization of staff, other alternatives will be considered.

29:12 Schedules

Management retains the right to schedule employees in a manner that is efficient, effective and consistent with the Collective Agreement as a whole.

ARTICLE 30 – OVERTIME

30:01 The **Department Manager** or authorized **Supervisor** may **ask** employees under his/her authority to work overtime **on a voluntary basis**. "Authorized overtime" shall mean overtime authorized by the Employer and where the term "overtime" is used in this Agreement, it shall mean "authorized overtime".

30:02 (a) Overtime shall be considered for full-time employees for only those hours worked that exceed both the employee's regularly scheduled shift hours and eight (8) hours per day and/or eighty (80) hours bi-weekly.

- (b) For part-time employees, overtime shall be considered only when the hours worked exceed both the regularly scheduled hours and eight (8) hours per day and/or eighty (80) hours bi-weekly.
 - (c) For casual employees, overtime shall be considered only when the hours worked exceed both the scheduled hours and eight (8) hours per day.
- 30:03 Employees shall receive overtime compensation at the rate of one and one-half (1 ½ x) times their regular rates for all overtime hours worked.
- 30:04
 - (a) At the employee's option, authorized overtime worked shall be compensated by paying the employee for all hours worked at the applicable overtime rate or by granting the employee applicable time off in lieu.
 - (b) Unless otherwise provided, an employee's decision with respect to the dispensation of overtime worked shall be final and irrevocable without the approval of the Employer.
- 30:05
 - (a) Where an employee has chosen to receive time off in lieu, such time off shall be taken at a time mutually agreed. If the Employer is unable to schedule such time off, the Employer shall authorize payment in lieu of such time off.
 - (b) Requests for time off as per 30:05 (a) shall not be unreasonably denied by the Employer.
- 30:06 Both parties agree and recognize that some job functions may be regularly required to work shifts in excess of eight (8) hours per day or forty (40) hours per week and that those regularly scheduled hours worked in excess of eight (8) hours per day or forty (40) hours per week shall not be considered overtime.
- 30:07
 - (a) An employee, if called in or scheduled to work overtime, shall receive for the work, compensation for a minimum of three (3) hours at one and one-half (1 ½ x) times the employees' hourly rate, provided that the period of overtime worked by the employee is not contiguous to the employee's scheduled working hours. A meal break shall not be regarded as affecting contiguity.
 - (b) Where a part-time employee is called in to work unscheduled hours, and the employee is not entitled to overtime in accordance with Article 30:02 (b), he/she shall be paid for all hours worked or for three (3) hours at his/her regular rate, whichever is greater.

- (c) If the casual employee is called in, the employee shall be paid for all hours worked or for three (3) hours at his/her regular rate, whichever is greater. Where a casual employee is replacing an absent employee, the employee shall be paid pursuant to (a) or (b) whichever is applicable.
- (d) Any employee called in to work overtime for a full shift (8 to 10 hours) shall either work the full shift or, if sent home, shall be paid for the full shift.

ARTICLE 31 – HOLIDAYS

- 31:01 (a) The following are recognized holidays:
- | | |
|--|-------------------------------------|
| (i) New Year’s Day | (viii) Labour Day |
| (ii) Louis Riel Day | (ix) Thanksgiving Day |
| (iii) Good Friday | (x) Remembrance Day |
| (iv) Easter Monday | (xi) Christmas Day |
| (v) Victoria Day | (xii) Boxing Day |
| (vi) Canada Day | (xiii) Any other Holiday proclaimed |
| (vii) Civic Holiday
(first weekend in August) | by Federal or Provincial Statute |
- (b) Unless otherwise agreed between the Employer and the Union, Employees covered by this agreement whose primary work location is a Casino, shall recognize Easter Sunday instead of Easter Monday and Christmas Eve instead of Boxing Day.
- 31:02 An employee shall be entitled to his regular pay for the holidays listed in 31:01, and when required to work on the holiday, in addition to his regular pay, shall be compensated at time and one-half (1½ x’s) for all hours worked.
- 31:03 For purposes of this Article:
- (i) Full time regular pay is defined as the average bi-weekly hours of work for each classification divided by ten (10).
 - (ii) Part-time employees regular pay will be based on the pro-rating factor.
- 31:04 Notwithstanding 31:03, regular pay for an employee who does not work on the holiday when it falls on the employee’s regularly scheduled working day will be the equivalent to the employee’s regularly scheduled hours.
- 31:05 Upon request, an employee may be permitted to retain his/her regular vacation or banked time up to a combined maximum of three (3) days in one fiscal year for the purpose of taking such time for recognized religious

observations. Seniority will be the determining factor and this time must be pre-arranged/scheduled during the vacation bid process.

- 31:06 Deviations from what is outlined in the Collective Agreement can only take place if the National Union Representative and the Director, **Employee & Labour Relations** and/or the Vice President, **Human Resources** have confirmed any special arrangements in writing.
- 31:07 Statutory holiday time when worked by a full-time or part-time employee will be banked by the employer unless otherwise requested. Banked time will not be carried over from one fiscal year to another fiscal year.

ARTICLE 32 – SICK LEAVE

- 32:01 It is agreed by both parties that sick leave may be granted by the Employer where an employee is unable to be at work as a result of illness or injury, and has elected to participate in this program.
- 32:02 Sick leave credit shall accumulate at a rate of four (4) hours per eighty (80) regular hours paid.
- 32:03 Sick leave credit shall not accumulate beyond six hundred and eighty (680) hours.
- 32:04 (a) An employee shall not be eligible for sick leave with pay in excess of the employee's sick leave credit.
- (b) Sick leave shall not accumulate during periods when an employee is absent on sick leave and/or Workers Compensation for a period of more than ten (10) consecutive working days.
- 32:05 An employee's sick leave credit shall be reduced by the amount of sick leave paid by the Employer for the absence.
- 32:06 The Employer may require the employee to provide an acceptable medical certificate as certified by a duly qualified practitioner and/or chiropractor that the employee was unable to be at work as a result of illness or injury.
- 32:07 Where an employee is unable to work and is in receipt of an income replacement indemnity (I.R.I.) from 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 I.R.I. 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 I.R.I. and such additional payment shall be payable until the employee's accrued sick leave credits have been exhausted.

32:08 An employee who will be absent for any reason shall call an area as designated by the Employer. This should be done at least two (2) hours prior to the commencement of the shift.

ARTICLE 33 – DISCRETIONARY LEAVE TIME (DLT)

33:01 It is agreed by both parties that Discretionary Leave Time may be granted by the Employer where an employee is unable to be at work as a result of illness, injury, family emergencies, etc. and shall not be unreasonably denied.

33:02 Under the Discretionary Leave Time Program, full-time employees who have completed their probationary period will receive the following Discretionary Leave time in their DLT bank:

April 1, 2015– eighty (80) hours

April 1, 2016– eighty (80) hours

April 1, 2017– eighty (80) hours

April 1, 2018– eighty (80) hours

DLT hours may be used in cases of illness and those family emergencies which necessitate the presence of the employee.

33:03 Under the Discretionary Leave Time program, part-time employees who have completed their probationary period will receive Discretionary Leave Time at a level pro-rated to reflect their hours worked over the previous year but at a level no higher than that outlined in Article 33:02 above.

33:04 Discretionary Leave Time credits may also be pre-booked for **any** personal matters **as long as the posted calendar day is available and the requested leave will not be unreasonably denied.**

33:05 In the event of such absences, Discretionary Leave Time may be used in increments ranging from a minimum of one (1) hour to a maximum of the time remaining in an employee's DLT bank. Discretionary Leave Time shall be reduced by the amount of DLT paid by the Employer for the absence.

33:06 Discretionary Leave Time may be accumulated (banked) to a maximum of **four hundred (400)** hours.

33:07 At the employee's discretion, Discretionary Leave Time in excess of twenty-four (24) hours may be paid out in a given year. However, the maximum of cash out shall not exceed forty (40) hours in a fiscal year.

Staff may elect to exercise the forty (40) hour pay out option, or as per Article 33:04 take the time in lieu of cash out, i.e. personal time subject to management approval.

33:08 The sick hours accumulated under the previous Sick Leave program will be placed in an employee's individual bank time and may be used by the employee for short term disabilities that may arise and as a bridge to the Corporation's Long Term Disability program.

The sick hours accumulated under the previous Sick Leave program shall be grandfathered in a separate bank for all existing employees. These earning rates shall not continue beyond the date of participation in the DLT plan. Employees shall draw down on this bank until such time as it becomes depleted.

33:09 An employee required for reasons of illness to use those hours banked under the Sick Leave program may be required to provide an acceptable medical certificate as certified by a duly qualified practitioner and/or chiropractor that the employee was unable to be at work as a result of illness or injury.

33:10 Under the former Sick Leave program, where hours remain in an employee's bank time and where an employee is unable to work and is in receipt of an Income Replacement Indemnity (I.R.I) from Manitoba Public Insurance (M.P.I.) 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 I.R.I. 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 I.R.I. and such additional payment shall be payable until the employee's accrued sick leave credits have been exhausted.

33:11 The crediting of DLT hours will be pro-rated for those employees who have completed their probationary period and, following the probationary period, they shall be credited back those DLT hours earned from their start date.

Casual employees who convert to full-time or part-time status will receive DLT hours in the amount of twelve (12) hours DLT time for full-time, and six (6) hours DLT time for part-time, following three (3) months in the

probationary period. These hours are not in addition to DLT normally issued to full and part-time employees on April 1st of a given year.

33:12 An employee who will be absent for any reason shall call an area as designated by the Employer. This should be done at least two (2) hours prior to the commencement of the shift.

ARTICLE 34 – COMPASSIONATE LEAVE

34:01 An employee shall be entitled to compassionate leave for four (4) scheduled shifts leave in the event of the death of a parent, step-parent, spouse, common-law spouse/life partner, child, step-child, father-in-law or mother-in-law, brother, sister or grandchild.

Compassionate leave involving a father-in-law or mother-in-law will require the employee to have declared their relationship with Human Resources and to have been and continue to be in said relationship, for a period in excess of one (1) year or more.

34:02 An employee shall be entitled to compassionate leave of three (3) scheduled shifts leave in the event of the death of a ward of the employee, or relative permanently residing in the employee's household or with whom the employee permanently resides.

34:03 An employee shall be entitled to one (1) scheduled shift leave to attend the funeral or confirmed memorial service of an employee's son-in-law, daughter-in-law, brother-in-law, sister-in-law, aunt, uncle **niece, nephew** or grandparent.

34:04 Provided an employee has not received compassionate leave for the death in question, an employee shall be entitled to one (1) scheduled shift leave for attending a funeral as a pallbearer or confirmed memorial service.

34:05 An employee shall be entitled to an additional two (2) scheduled shifts leave, requested for the purpose of attending a funeral or confirmed memorial service at a distance of 250 km or more, each way.

34:06 For the purposes of interpretation, an employee shall only be eligible under 34:03, 34:04 and 34:05, where the employee was scheduled to work. **Compassionate leave as outlined in this article shall be utilized for consecutive shifts.**

34:07 Where there is cause for concern the Employer may, at its discretion, require an employee to provide proof of the need for compassionate leave.

ARTICLE 35 – ADOPTIVE PARENT LEAVE

- 35:01 An employee shall be granted one (1) scheduled shift leave with pay to attend to the needs directly related to the adoption of the child. At the employee's option, such leave shall be granted on the day of, or the day following the adoption. The employee may be required to furnish proof of adoption.
- 35:02 The Adoptive Parent Leave referred to in 35:01 shall be calculated by multiplying eight (8) hours times to pro-rating factor.

ARTICLE 36 – BIRTH LEAVE

- 36:01 An employee **who is not the birth mother** shall be granted one (1) scheduled shift leave **with pay**, to attend to the needs directly related to the birth of **the employee's** child. At the employee's option, such leave shall be granted on the day of, or the day following the birth, or the day of **the child's birth mother's** admission to, or discharge from hospital.
- 36:02 The **Birth** Leave referred to in 36:01, shall be calculated by multiplying eight (8) hours times the pro-rating factor.

ARTICLE 37 – MATERNITY LEAVE

- 37:01 (a) An employee who qualifies for Maternity Leave may apply for such leave in accordance with either Plan "A" or Plan "B" but not both.
- (b) A full-time employee returning to work from a maternity leave may request the option of returning to work on a part-time basis. Such a request must be in writing and submitted to the Department Manager ninety (90) days prior to her return. A response to the request will be issued in writing within thirty (30) days of receiving the request and shall not unreasonably be denied.

PLAN "A"

- 37:02 In order to qualify for Plan "A", a pregnant employee must:
- (a) have completed six (6) continuous months of employment with the Employer;
- (b) submit to the Employer an application in writing for leave under Plan "A" at least four (4) weeks before the day specified by her in the application as the day on which she intends to commence such leave; and

- (c) provide the Employer with a certificate of a duly qualified medical practitioner certifying that she is pregnant and specifying the estimated date of her delivery.

37:03 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 37:02 (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 37:02 (c), and the actual date of delivery, if delivery occurs after the date mentioned in the certificate;
- (c) the Employer may vary the length of maternity leave upon proper certification by the attending physician.

37:04 (a) An employee who has been granted Maternity Leave shall be permitted to apply up to a maximum of ten (10) days of her accumulated sick leave against the Employment Insurance waiting period.

- (b) Should the employee not return to work following her Maternity Leave for a period of employment sufficient to allow for re-accumulation of the number of sick days granted under 37:04 (a), the employee shall compensate the Employer for the balance of the outstanding days at the time of termination. Approved sick leave with pay granted during the period of return shall be counted as days worked.

PLAN "B"

37:05 Effective the latter of:

- (a) the bi-weekly pay period following the date of signing; or
- (b) the date a Supplementary Unemployment Benefit Plan (SUB) is approved for implementation by Service Canada and limited to Maternity Leaves commencing on or after that date, the provisions of Plan "B" will come into effect.

37:06 In order to qualify for Plan "B", a pregnant employee must:

- (a) have completed six (6) continuous months of employment for or with the Employer;

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

37:07 An applicant for Maternity Leave under Plan “B” must sign an agreement with the Employer that:

- (a) she will return to work and remain in the employ of the Employer on a full-time basis for at least six (6) months following her return to work, and
- (b) if she does not take Parental Leave as provided in Article 38, she will return to work on the date of the expiry of her Maternity Leave; and
- (c) if she does take Parental Leave as provided in Article 38, she will return to work on the date of the expiry of her Parental Leave; and
- (d) should she fail to return to work as provided above, she is indebted to the Employer for the full amount of pay received from the Employer as a maternity allowance during her entire period of Maternity Leave.

37:08 During the period of Maternity Leave, an employee who qualifies is entitled to a Maternity Leave allowance in accordance with SUB plan as follows:

- (a) for the first two (2) weeks, an employee shall receive ninety three percent (93%) of her weekly rate of pay;
- (b) for up to a maximum of fifteen (15) additional weeks, payments equivalent to the difference between the Employment Insurance benefits, the employee is eligible to receive ninety-three percent (93%) of her weekly rate of pay;
- (c) all other time as may be provided under 37:09, shall be on a leave without pay basis.

- 37:09 During the period of Maternity Leave, benefits will not accrue; however selected health and welfare benefits will continue, and the period of Maternity Leave will count as service towards eligibility for long service vacation.
- 37:10 Where an employee's anniversary date falls during the period of Maternity Leave under Plan "A" or "B" the employee shall be eligible to receive a merit increase effective the date upon which she returns to her position of employment.

ARTICLE 38 – PARENTAL LEAVE

- 38:01 In order to qualify for Parental Leave, an employee must:
- (a) be the natural mother of a child; or
 - (b) be the natural father of a child or he must assume actual care and custody of his newborn child; or
 - (c) adopt a child under the law of a province.
- 38:02 An employee who qualifies under 38:01 must:
- (a) have completed six (6) continuous months of employment with the Employer;
 - (b) submits 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.
- 38:03 An employee who qualifies in accordance with 38:01 and 38:02, is entitled to Parental Leave without pay for a continuous period of up to thirty-seven (37) weeks.
- 38:04 Subject to 38:05, Parental Leave must commence no later than the first anniversary date of the birth or adoption of the child or the date on which the child comes into the actual care and custody of the employee.
- 38:05 Where an employee takes Parental Leave in addition to Maternity Leave, the employee must commence the Parental Leave immediately on expiry of the Maternity Leave without a return to work unless otherwise approved by the Employer.

ARTICLE 39 – COURT LEAVE

- 39:01 An employee who is summoned for jury duty or who receives a summons or subpoena to appear as a witness in a court proceeding, other than a court proceeding occasioned by the employee's private affairs, shall be

granted a leave of absence with pay for the required period and all jury or witness fees received by the employee shall be remitted to the Employer.

39:02 An employee eligible for court leave in accordance with 40:01 shall be paid for all scheduled hours while absent on approved court leave.

ARTICLE 40 – TEMPORARY ASSIGNMENT

40:01 Where an employee works/performs the duties and responsibilities of a higher rated classification for one (1) full hour or more, the employee shall be paid at the rate of pay for the higher position for all hours worked.

ARTICLE 41 – MERIT INCREASE

41:01 “Merit Increase” means an increase in the rate of pay of an employee within the employee’s pay range which may be granted in recognition of satisfactory service on the employee’s anniversary date.

41:02 (a) The anniversary date of any employee hired after September 30, 2003 of this Agreement shall be the date on which the employee commenced employment.

(b) Where an employee is promoted and receives an increase of six percent (6%) or greater, his/her anniversary date shall be the date on which the employee commenced his/her new position.

41:03 The effective date for an employee’s merit increase shall be the first day of the bi-weekly pay period which includes the employee’s anniversary date.

41:04 Where the pay range for an employee’s classification permits, an employee shall be eligible for a merit increase review twelve (12) months from the employee’s anniversary date established in accordance with this Article provided the employee has accumulated one thousand (1,000) regular hours of work during that preceding twelve (12) month period.

41:05 Where an employee has not accumulated one thousand (1,000) hours in as per Article 41:04; he/she shall be eligible for a merit increase review upon the completion of one thousand (1,000) regular hours.

41:06 Where an employee is granted a merit increase in accordance with 41:05:
(a) the merit increase shall be effective on the first of the bi-weekly pay period in which one thousand (1,000) hours were accumulated; and

- (b) the employee's new anniversary date shall be established as the first of the month following the granting of this merit increase.

41:07 Where an employee has been denied a merit increase on his/her anniversary date, the employee shall be notified in writing, prior to his anniversary date, of the reason for the denial. The employee shall have the right to appeal that decision to the **Executive** General Manager or Executive Director. The decision of the **Executive** General Manager or Executive Director shall be grievable, but not arbitrable.

ARTICLE 42 – PRO-RATING FACTOR

42:01 Where the term pro-rating factor is used in this Collective Agreement it shall be calculated as follows:

- (a) ANY HOURS IN THE PRECEDING TWO FULL BI-WEEKLY PAY PERIODS ÷ 160

e.g. Holiday calculation:

- (i) Holiday shall be deemed to fall in the third full bi-weekly pay period.
 - (ii) Calculate any hours worked in the preceding two (2) full bi-weekly pay periods.
 - (iii) Divide number arrived at in (ii) by one hundred sixty (160).
 - (iv) Multiply eight (8) hours times the pro-rating factor arrived at in (iii) to determine the employee's entitlement.
- (b) For the purpose of this Article, any hours worked shall be regular hours exclusive of overtime hours worked.

ARTICLE 43 – CASUAL EMPLOYEES

43:01 The following Articles, and only the following Articles of this Agreement, are applicable to a casual employee:

- (a) **Article 1 - Purpose**
- (b) Article 2 - Definitions
- (c) Article 3 - Recognition
- (d) Article 4 - Management Rights
- (e) Article 5 - Union Security
- (f) Article 8 - Duration
- (g) Article 10 - Union Business
- (h) Article 11 - Rights of Stewards

- (i) **Article 12 - Labour Management Committee**
- (j) Article 13 - **Safety and Health**
- (k) Article 14 - Disciplinary Action
- (l) Article 15 - Grievance Procedure - Applicable to casual employees only in reference to Article 43
- (m) Article 16 - Arbitration Procedure
- (n) Article 17 - Discrimination/Harassment
- (o) Article 18 - Civil Liability
- (p) Article 19 - Employee Files
- (q) Article 22 - Workers Compensation
- (r) Article 25 - Transportation
- (s) Article 27 - Uniforms & Protective Clothing
- (t) Article 29:01, 29:02, 29:03
- (u) Article 30:01, 30:02 (c), 30:03 and **30:07 (c)** - Overtime
- (v) Article **43** - Casual Employees
- (w) Article **45** - Shift Premium
- (x) Article **48** - Registration Fees
- (y) Appendix Pay Plan

43:02 (a) **As of date of ratification**, the rate of pay for casual employees shall be **equal to** the first step rate of pay for the classification as listed in the Pay Plan **for the duration of time the employee is casual**.

43:03 (a) If a casual employee has not worked within a period of forty-five (45) consecutive calendar days, the employment relationship may be severed at the sole discretion of the Employer. 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.

(b) The Employer is under no obligation to offer work to a casual employee or for a casual employee to accept work that is offered. Should a casual accept a shift, **they are expected to work that shift or they must** arrange a shift switch with an employee qualified to perform their duties within their classification. A shift switch cannot result in any additional expense to the Employer.

43:04 Abandonment of Shift/Non-Contact with **the Employer**

(a) In the case where a casual employee has not reported for work, or contacted **the Employer**, the following process will be adhered to:

- (i) **The Employer** will contact the employee at the last known phone number;
- (ii) If this is unsuccessful, a letter will be couriered/express mail, and a meeting will be requested with the casual employee. The employee has fourteen (14) days to respond to the letter; and

- (iii) When contact cannot be made, an additional letter shall be couriered/express mail, indicating that the employment relationship has been severed.

Restricted Availability

Casuals are required to be available to work a variety and frequency of shifts based on operational requirements. This includes consistent availability to work during evenings/nights and on weekends.

- (a) Should a Casual employee limit or restrict their availability:
 - (i) A meeting will be scheduled with management to discuss improved availability and options;
 - (ii) If there is no improvement made in the availability of a casual employee, a letter will be couriered /express mail, to the last known residence severing the employment relationship.
- (b) The Union will be copied on the above correspondence.

ARTICLE 44 – OVERTIME AND COMPENSATORY LEAVE

- 44:01 This Article shall apply to all overtime worked by employees.
- 44:02 The existing provisions on overtime will apply to all overtime credits earned up to forty (40) hours per fiscal year. Example, twenty (20) hours overtime worked at one and one-half (1½) equals thirty (30) overtime credits.
- 44:03 For any overtime credits earned beyond forty (40) hours in the fiscal year, the following provisions of this Article will apply.
- 44:04 All overtime worked by employees shall be banked.
- 44:05 The Employer shall consult with the employee in an effort to reach an agreement on whether the employee will be granted pay or time off in lieu for banked overtime.
- 44:06 Where an agreement is not reached, the Employer shall determine whether pay or time off will be granted.
- 44:07 Where banked time is to be taken the Employer shall consult with the employee in an effort to reach an agreement on when the time off is to be taken.

- 44:08 Where an agreement is not reached, the Employer shall determine when the time off is to be taken.
- 44:09 Where the Employer determines when the time off is to be taken under 44:08, the employee will receive forty-eight (48) hours 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. In order to meet the five (5) day requirement, time off in lieu of overtime may be combined with holiday and/or vacation time and /or reduced work week days.
 - (b) where the employee has less than five (5) days banked, then these days may be scheduled by the Employer.
- 44:10 Nothing in 44:09 restricts the Employer and employee from agreeing to alternative arrangements.

ARTICLE 45 – SHIFT PREMIUM

- 45:01 An employee who works between 7:00 p.m. and 6:00 a.m., Monday through Thursday, shall receive a shift premium of eighty cents (\$.80) per hour for all hours of work or portion thereof, between 7:00 p.m. and 6:00 a.m. in addition to his/her regular pay.

Shift premium will not be subject to the overtime provisions as outlined in Article 30 - Overtime.

- 45:02 An employee who works between 7:00 p.m. Friday and 6:00 a.m. Saturday, and/or 7:00 p.m. Saturday and 6:00 a.m. Sunday, and/or 7:00 p.m. Sunday and 6:00 a.m. Monday, shall receive the weekend shift premium of one dollar (\$1.00) for all hours of work or portion thereof, between 7:00 p.m. and 6:00 a.m. on the days specified i.e. Friday, Saturday, and Sunday.

Shift premium will not be subject to the overtime provisions as outlined in Article 30 - Overtime.

(For clarification purposes, the Weekend Shift Premium is a separate premium and is not provided in addition to the Shift Premium as outlined in Article 45:01.)

ARTICLE 46 – STANDBY

- 46:01 An employee who has been designated by the Employer to be available on standby during off duty hours, shall be entitled to the following payment:
- (a) For each twenty-four (24) hour period or less of standby on a regular working day the employee will receive seventeen dollars (\$17.00).
 - (b) For each twenty-four (24) hour period or less of standby on a day of rest or on a paid holiday that is not a working day the employee will receive thirty-two dollars (\$32.00).
- 46:02 To be eligible for standby payment, an employee designated for standby duty must be available during the period of standby at a known telephone number or another method of communication as mutually agreed between the supervisor and the employee, and must be available to return for duty as quickly as possible if called.
- 46:03 An employee on standby who is called back to work shall be compensated in accordance with call out provisions of Hours of Work, Article 29, in addition to standby pay.
- 46:04 An employee who has been designated by the Employer to be available on standby and who is required to perform work on the telephone while on standby, will be compensated, providing:
- A minimum of one (1) hour (cumulative) per standby shift is spent on the telephone to resolve issues;
 - The issues dealt with are documented, including the nature of the problem, to whom the employee spoke, and the outcome of the discussion;
 - Where these conditions are met, the employee will be compensated at the applicable overtime rate.

ARTICLE 47 – PERFORMANCE APPRAISALS

- 47:01 (a) Where a formal assessment of an employee's performance is made, and at the request of the employee, the employee will be provided with a period of seventy-two (72) hours within which to read the assessment before the employee is required to sign the formal assessment indicating that he/she has read it. The employee shall have the right to place his/her own comments on the Employee Performance and Development Form or append his/her comments to the form.

- (b) Where the employee is of the view that the contents of the Employee Performance and Development Form reflect an inaccurate assessment, the employee may submit a written request to the **Executive** General Manager or the appropriate senior management representative to initiate a review of the contents of the form, which are alleged to be unfair or inaccurate. The written request for review must be received within ten (10) days of the employee having been provided with a copy of the Employee Performance and Development Form and shall contain complete details of the alleged inaccuracies.
- (c) The **Executive** General Manager or senior management representatives shall meet with the employee in an attempt to resolve the concern(s). The parties may agree to have other appropriate individuals attend the meeting if it is deemed beneficial to all concerned.
- (d) An employee shall receive a copy of the assessment.
- (e) A review under this process is non-grievable.

ARTICLE 48 – REGISTRATION FEES

48:01 **The Employer and the Union recognize that employees must be registered by the Liquor & Gaming Authority of Manitoba (LGA) in order to be employed by Manitoba Liquor & Lotteries. It is the employees' responsibility to ensure their LGA license is renewed prior to the expiry date.**

The parties recognize that the **LGA** under **the Liquor & Gaming Control Act** requires that employees of **Manitoba Liquor & Lotteries** pay a registration fee to the Commission and such fee must be forwarded directly to the Commission by the Corporation.

48:02 The Corporation shall pay the registration fee for current employees.

48:03 The Corporation shall pay the registration fee when a new employee is hired.

48:04 The Corporation shall recover the registration fee from any new employee who fails to successfully, complete their probationary period.

48:05 All staff will be issued and required to have their photo identification card/**LGA** registration visible at all times while at work. Should an employee lose, more than once within a two (2) year period their photo identification card/**LGA** registration, there will be a ten dollar (\$10.00)

replacement charge. The photo identification card/**LGA** registration is considered Manitoba **Liquor & Lotteries** property. A lost or stolen photo identification card/**LGA** registration must be reported immediately to Security.

ARTICLE 49 – SEVERANCE PAY

- 49:01 Employees with three (3) 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 (1) week's pay for each complete year of continuous employment or portion thereof, but the total amount of severance pay shall not exceed fifteen (15) weeks' pay.
- 49:02 For the purposes of this Article, continuous employment means consecutive and contiguous days, weeks, months and/or years of employment with Manitoba **Liquor & Lotteries** where there has been no break in service involving termination of the employee. Any leave of absence without pay or a temporary layoff, shall not be counted in the total continuous employment.

ARTICLE 50 – RECRUITMENT AND PROMOTION

- 50:01 When the Employer requires that a vacant or new full-time or part-time position be filled a bulletin shall be posted for a minimum of seven (7) calendar days.
- 50:02 The bulletin shall state the closing date for applications, the location of the position, the classification, the duties and responsibilities of the position, the qualifications required and the salary range. The Union will be provided with a copy of all bulletins as they are issued.
- 50:03 (a) The selection of employees for vacant or new positions shall be bulletined and selection based on qualifications, seniority and individuals not having active discipline on file as per Article 14:08 or being at Step Two (2) or higher of the Attendance Management Program.
- Seniority shall be the determining factor where qualifications are relatively equal.
- (b) **The selection of employees for vacant, temporary assignment or new full-time or part-time Inspector positions shall be bulletined. The selection will be based on qualifications and a formal interview process, and individuals not having active**

discipline on file as per Article 14:08 or being at Step Two (2) or higher of the Attendance Management Program.

Seniority shall be the determining factor where qualifications are relatively equal.

For the purposes of this Article, qualifications shall refer to education, knowledge, training, skills, experience, aptitude and the ability to meet Manitoba Liquor & Lotteries core competencies.

- (c) Vacant, temporary assignment or new full-time or part-time Electronic Gaming Attendant, Cashier, Casino Service Attendant, Uniform Technician, Housekeeping Attendant, Housekeeping Attendant (Industrial), Club Card Representative and Customer Service Representative opportunities will be posted and awarded by seniority and individuals not having active discipline on file as per Article 14:08 or being at Step Two (2) or higher of the Attendance Management Program.**

Employees are able to utilize their seniority through the process outlined in subsection (d) once per classification, unless otherwise agreed to by the parties.

50:04 An employee who is notified that he or she is an unsuccessful applicant for a vacant position shall be supplied with the reasons for non-acceptance within ten (10) days of making a written request to Human Resources. Such a request shall be made within ten (10) days of receipt of the notification that the employee was an unsuccessful applicant.

50:05 Any disputes regarding this article may be grieved at the Grievance Stage Hearing Procedure. **If a grievance is submitted, the successful incumbent will be notified that the selection decision is temporary until such time as the outstanding grievance is resolved. The same will apply for any subsequent selection decisions that resulted from the initial decision.**

50:06 (a) An employee who accepts a position within a classification with a higher maximum rate of pay or equal rate of pay, shall be on a trial for a period of three (3) months. Subject to satisfactory performance, such promotion shall become permanent after the trial period of three (3) months.

(b) In the event the employee proves unsatisfactory in the position during the trial period, or if the employee finds himself/herself unable to perform the duties of the new position, he/she shall be returned to his/her former position, at his/her former salary. Any

other employee promoted or transferred because of the re-arrangement of positions shall be returned to his/her former position at his/her former salary. A newly hired employee, in contrast, could be released.

- (c) The employee may only grieve the rejection if the employee has not been relocated to her former position.

50:07

A Position Vacancy Bulletin will not be required:

- (a) When a vacant or new position is to be filled on a temporary basis for a period of thirty (30) days or less;
- (b) When a sick leave absence is filled for up to six-hundred and forty (640) hours;
- (c) When a vacant or new position is to be filled by the recall of a laid-off employee, in accordance with Article 23 – Layoff and Recall;
- (d) When an employee is transferred to a vacant or new position for medical reasons;
- (e) When an employee is placed into a vacant or new position following his/her return from sick leave or long term illness and for medical reasons cannot return to his/her former position, or his/her former position has been filled; or his/her former position has been abolished;
- (f) When an employee is transferred to a vacant or new position by reason of “duty to accommodate”, as per the Human Rights Code of Manitoba;
- (g) When an employee within the same classification requests a transfer in writing, subject to management approval, and as per the transfer opportunity process outlined within this article;
- (h) When a candidate has been in the classification on a temporary assignment as a result of a posted competition for twelve (12) consecutive months or more with satisfactory work performance and attendance they may be appointed should the temporary assignment become a permanent vacancy; or
- (i) When the Employer wishes to transfer a Supervisor for developmental purposes or when operational changes/ requirements provides for the transfer of staff within a specific classification.

50:08

Manitoba **Liquor & Lotteries** and the Union acknowledge, recognize and endorse the principle of Employment Equity and therefore agree with the criteria that has been developed to facilitate the selection, hiring, training

and promotions of designated groups, i.e. women, aboriginal people, persons with disabilities and visible minorities.

The parties will meet twice per year to discuss Employment Equity principles according to Manitoba **Liquor & Lotteries'** Employment Equity Policy. This is to ensure that:

- Employment Equity is acknowledged; recognized and endorsed in the recruitment selection and promotion, and training of employees.
- Manitoba **Liquor & Lotteries** and the Union will work together to remove systemic barriers to effectively enable designated group members to compete equitably.
- To attain a representative workforce of the composite population.

50:09

Transfer Opportunity Process

When an employee wishes a transfer within his/her specific classification, the following will apply:

1. Interested employees will make their request known to Human Resources in writing on the form provided.
2. When a vacancy within the same classification and employment status occurs, the employee requesting the transfer will be approached to confirm their continued interest.
3. Applicants for transfer will not be considered if they have any active discipline as per Article 14 (14:08) or if they are at Step Two (2) or higher of the Attendance Management Program. **Exceptions may be made in certain circumstances and only upon mutual agreement by the parties.**
4. The subsequent vacancy arising from a transfer will be posted if necessary.
5. A transfer cannot be in violation of any Manitoba **Liquor & Lotteries** policy or procedure.
6. When one or more applications meet the transfer protocol, seniority will be the determining factor.
7. A transfer under this process will not be done for disciplinary reasons.

ARTICLE 51 – MEDICAL

- 51:01
- (a) In cases of long term or frequent absences, the Vice-President, **Human Resources** may require that the employee undergo an independent medical by a doctor agreed upon by the Employer and employee.
 - (b) If the Employer and employee cannot agree on a doctor, the Employer may appoint a doctor to provide an independent medical.
 - (c) In this event, the employee will authorize his/her doctor(s) to make the required information (prognosis and restrictions) available to the doctor appointed by the Employer and shall, if requested, substantiate that he/she has given this authorization. If the employee fails to authorize the required releases, his/her absence from work may be considered as unauthorized, consequently without pay, and subject to disciplinary action.
 - (d) The cost of a medical, as per this clause shall be borne by the Employer.

ARTICLE 52 – ADDICTIONS

52:01 The parties recognize that addictions may occur and that such addictions have the potential to adversely affect an employee's work performance. Subject to the Vice President, **Human Resources** or designate's approval, an employee will be granted sick leave (paid only if accrued sick leave is available) to pursue treatment that involves time away from work for participation in residential, in-patient or out-patient services.

Any employee granted sick leave for this purpose, must provide the Employer with documentation from Addictions Foundation of Manitoba and/or other approved treatment resources outlining the estimated time off needed to attend the necessary program for treatment.

ARTICLE 53 – SKILLED TRADES AND APPRENTICESHIP RECOGNITION

53:01 The purpose of this Article is to define trades and classifications, wage rates, seniority provisions and other matters dealing with Skilled trades work covered by this Agreement. Work covered by this Article shall be performed by the trades and Classifications as listed below. The provisions of the general Agreement shall apply to employees in the recognized trades and classifications listed below.

53:02 A journeyman is anyone with either a Manitoba or an interprovincial trade licence or ticket as accepted by the Manitoba Apprenticeship Board, or those who have been accepted by the Manitoba Apprenticeship Board as having the necessary proof of experience in a recognized trade.

53:03 Classifications covered by this Article are:

- Electrical Construction Services Technician
- Electrical Services Specialist Supervisor
- HVAC Technician
- HVAC Systems Specialist Supervisor
- **Metal Fabricator**
- Electrical Apprentice
- HVAC Apprentice
- Painter (**Journey**person)
- **Finish Carpenter Cabinet Maker**
- **Controls Technician**
- **Equipment Technician**

53:04 **Unifor** Skilled Trades Council Dues:

Manitoba **Liquor & Lotteries** agrees to deduct **Unifor** Skilled Trades Council dues of one-half hour pay per year. First deduction to be made from the employees' first pay received after completion of the probation period. Further deductions to be made in January of succeeding years, or upon completion of one (1) month's work in that calendar year. All sums deducted shall be remitted to the financial secretary of the appropriate local, to be allocated and distributed by them to the **Unifor** Skilled Trades Council.

53:05 Trade Licence and Ticket Fees:

Manitoba **Liquor & Lotteries** will pay all Trade Licence or ticket fees for licences or tickets required by the Manitoba **Liquor & Lotteries** or the Government.

53:06 Apprenticeship:

Manitoba **Liquor & Lotteries** agrees to continue with the hiring of apprentices during the life of this Collective Agreement. All apprentices shall be registered with the Manitoba Apprenticeship Branch and opportunities for such hiring will be made available to the employees of Manitoba **Liquor & Lotteries** and/or external candidates when necessary.

When an apprentice advances to the next apprentice level, the employee must submit the confirmation letter to Management in order to advance to the next pay level. The effective date of the pay increase will be the date on the letter, provided the employee submits the letter to Management within sixty (60) days. Otherwise, the effective date will be the date on which the letter is submitted to Management.

53:07 Work of Bargaining Unit Skilled Trades:

Work currently performed by bargaining unit Skilled Trades shall remain in the bargaining unit to be performed by Skilled trades employees. New skilled trades work shall be identified and discussed with the Union when and as required. **Management will notify and then discuss with the union president and skilled trade representative, when it is necessary to contract out skilled trades bargaining unit work. Notification/discussion will occur at a frequency as determined by Management.**

ARTICLE 54 – NATIONAL DAY OF MOURNING, REMEMBRANCE DAY, DAY OF REMEMBRANCE FOR WOMEN VICTIMS OF VIOLENCE

54:01 While it is understood by both the Employer and the Union that many areas of Employer's Operations cannot be abruptly ceased (including but not limited to Table Games, Electronic Gaming and any employees handling money/chips) where possible, employees will be allowed one (1) minute of silent reflection at 11:00 a.m. on April 28th of each year in observance of those workers killed on the job, on November 11th of each year in observance of Remembrance Day, and on December 6th of each year in observance of the Day of Remembrance for Women Victims of Violence. To mark the observance flags shall be lowered to half-mast. On Remembrance Day employees will be allowed to wear a poppy. A public announcement will be made on the days referred to above.

ARTICLE 55 – RECOGNITION OF CASUAL HOURS

55:01 The parties hereby agree to adjust the seniority hours where possible for all full-time and part-time employees to include the recognition of those casual hours previously worked.

It is also agreed that the recognition of casual hours will in no way result in additional costs to the **Employer** now or in the future.

ARTICLE 56 – BLUE NET CARD

56:01 **Provisions of the current Blue Net Card Article to remain in effect until the implementation of the new Flexible Benefits Plan, anticipated to be approximately January 1, 2016.**

Upon implementation of the new Flexible Benefits Plan, the eligibility requirements will remain the same. The Blue Net Drug Card is available in Options 2, 3, 4 and 5 as outlined in Article 63 of the Collective Agreement.

ARTICLE 57 – DENTAL PLAN

57:01 **Provisions of the current Dental Plan to remain in effect until the implementation of the new Flexible Benefits Plan, anticipated to be approximately January 1, 2016.**

Upon implementation of the new flexible benefits plan, the eligibility requirements will remain the same.

The Employer will prepare a Flex Benefits Plan guide, to be distributed to employees. Employees will be able to choose an option under the applicable Health & Dental plan based on their individual needs, and must advise the Employer of their choice in advance of plan implementation date.

Employees can change Flex Plan options every two (2) years, and may also change their option before the two (2) year interval if a need arises due to a major life event, which may include, marriage; divorce; birth of a child; death of a partner/spouse, or dependent; retirement of a partner/spouse; or job loss of a partner/spouse.

Employees hired into full time term and part time term positions will be eligible to enrol into the Flex Health & Dental Plan after one (1) year of service.

Details of the Flexible Health & Dental Plan are outlined in Article 63 of the Collective Agreement.

Effective the first of the month following the date of ratification of this Agreement and limited to dental work performed on and after that date, the basis for payment for covered services shall be the current Manitoba Dental Association (MDA) Fee Guide;

The current MDA Fee Guides will be implemented effective January 1 of each respective year.

Dental coverage will continue for the first seventeen (17) weeks of Maternity Leave effective the first of the month following the date of ratification and limited to maternity leaves commencing on and after that date.

The annual maximum per claimant will be as follows:

- effective January 01, 2009 – one thousand six hundred and seventy-five dollars (\$1,675.00);

The orthodontic lifetime maximum will be as follows:

- effective January 01, 2005 – one thousand six hundred seventy-five dollars (\$1,675.00);

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 eighty percent (80%) of the maximum.

ARTICLE 58 – VISION CARE PLAN

58:01 **Provisions of the current Vision Care Plan to remain in effect until the implementation of the new Flexible Benefits Plan, anticipated to be approximately January 1, 2016.**

Upon implementation of the new flexible benefits plan, the eligibility requirements will remain the same.

Details of the Vision Care Options are outlined in Article 63 of the Collective Agreement.

The parties agree to the continuation of the Vision Care Plan.

- (a) Eligibility requirements for employees and dependents will be the same as those in effect for the Dental Plan.
- (b) Co-insurance will be 80%/20%.
- (c) The maximum per claimant will remain at two hundred fifty dollars (\$250.00) effective January 1, 2011, and increasing to three hundred twenty-five dollars (\$325.00) effective January 1, 2012.
- (d) Coverage will include prescription lenses and eye examinations.
- (e) Changes to the Dental Plan respecting eligibility during Maternity Leave and prorated family coverage for part-time employees will also apply to the Vision Care Plan.

ARTICLE 59 – AMBULANCE AND HOSPITAL SEMI-PRIVATE PLAN (AHSP)

Provisions of the current Ambulance & Hospital Semi-Private Plan to remain in effect until the implementation of the new Flexible Benefits Plan, anticipated to be approximately January 1, 2016.

Upon implementation of the new flexible benefits plan, the eligibility requirements will remain the same.

Details of the Ambulance & Hospital Semi-Private Plan Options are outlined in Article 63 of the Collective Agreement.

- 59:01 The Employer agrees to the continuation of the Ambulance and Hospital Semi-Private Plan.
- 59:02 Effective the 1st day of the month following the date of ratification of this Agreement, the Employer will pay the cost of a full-time employee.
- 59:03 The premiums for part-time employees will be paid by the Employer based on single coverage.
- 59:04 Eligibility requirements will be the same as those in effect for the Dental Plan.

ARTICLE 60 – EXTENDED HEALTH CARE PLAN – HEARING AIDS/ORTHOPEDICS

Provisions of the current Extended Health Care Plan – Hearing Aids/Orthopaedics Plan to remain in effect until the implementation of the new Flexible Benefits Plan, anticipated to be approximately January 1, 2016.

Upon implementation of the new flexible benefits plan, the eligibility requirements will remain the same.

Details of the Extended Health Care Plan are outlined in Article 63 of the Collective Agreement.

- 60:01 The parties agree that additional benefit coverage will continue to be provided for the above under the optional Extended Health Plan.

 The rates for these optional benefits will be paid by the employee and are subject to change by the benefit carrier.

ARTICLE 61 – LONG TERM DISABILITY

Provisions of the current Long Term Disability Plan to remain in effect until the implementation of the new Flexible Benefits Plan, anticipated to be approximately

January 1, 2016. Upon implementation of the new flexible benefits plan, the eligibility requirements will be 3 months of continuous service for both full time and part time employees.

Upon implementation of the new flexible benefits plan, anticipated to be approximately January 1, 2016, eligible full time and part time employees will be provided with sufficient flex credits to purchase the same level of coverage they had prior to the implementation of the new flexible benefits plan. Options available include 2 year plan; 5 year plan; to age 65 plan. Upon claim approval, coverage is 70% of salary to a maximum of \$6,000 per month. LTD will cease at the time of unreduced pension.

Term and Casual employees are not eligible to participate in this plan.

61:01 **The Employer** agrees to the continuation of a Long Term Disability Plan on the following basis:

1. For the life of this Agreement commencing June 5, 2011, the LTD plan will be self-insured through **the Employer** and administered externally.
2. Full-time and part-time employees will participate in the plan if approved by the administrator of the plan.
3. The administering of this program will require an outside third party and the cost associated with the administration of the LTD program will be equally shared (50/50) between **the Employer** and the employees.
4. **The Employer** agrees to provide **Unifor** Local 144 with regular updates regarding this program.
5. An appeal mechanism will be in place.

ARTICLE 62 – SHORT TERM DISABILITY PLAN

62:01 **Provisions of the current Short Term Disability Plan to remain in effect until the implementation of the new Flexible Benefits Plan, anticipated to be approximately January 1, 2016. Upon implementation of the new flexible benefits plan, the eligibility requirements will be 3 months of continuous service.**

Upon implementation of the new flexible benefits plan, anticipated to be approximately January 1, 2016, eligible full time and part time employees having attained 3 months of continuous service, upon

claim approval, will be covered for 80% of their pre-disability salary for a period of 180 days inclusive of the two (2) week waiting period.

Term and Casual employees are not eligible to participate in this plan.

ARTICLE 63 – FLEXIBLE HEALTH & DENTAL OPTIONS

	OPTION 1	OPTION 2	OPTION 3	OPTION 4	OPTION 5
HEALTH					
Travel Health	100%	100%	100%	100%	100%
Amb/Hosp.	100%	100%	100%	100%	100%
Pay Direct Drug Card	No Drug Coverage	50%	80%	80%	90%
▪ Dispensing Fee Cap		-	-	-	\$7.00
▪ Deductible		Equal to Disp. Fee	-	\$5.00/claim	-
▪ Annual Maximum		Pharmacare Integration	Pharmacare Integration	\$800/yr/contract	Pharmacare Integration
Paramedical	No Paramedical Coverage	50% to combined maximum of \$500/yr			90% to combined maximum of \$500/yr
▪ Chiropractor			-	80% to \$350/yr	
▪ Massage Therapy			-	80% to \$350/yr	
▪ Physiotherapy			80% to \$350/yr	80% to \$350/yr	
▪ Psychologist			80% to \$350/yr	80% to \$350/yr	
▪ Other Paramedical*		80% to \$350/yr/practice	80% to \$350/yr/practice		
Visioncare	No Coverage	50% to combined maximum of \$250/2 yrs (Employee only)	80% to combined maximum of \$150/2 yrs	80% to combined maximum of \$250/2 yrs	100% to combined maximum of \$325/2 yrs
▪ Eye Exams					
▪ Eyewear					
Private Duty Nurse	No Coverage	50% to \$3,000/yr	80% to \$3,000/yr	80% to \$3,000/yr	100% to \$5,000/yr
Hearing Aids	No Coverage	50% to \$500/5 yrs	80% to \$500/5 yrs	80% to \$500/5 yrs	100% to \$500/5 yrs
Other	No Coverage	50%	80%	80%	90%
DENTAL					
Basic	No Coverage	100%	80%	80%	100%
Major		Nil	50%	60%	70%
Basic/Major Maximum		\$1,700/yr	\$1,700/yr	\$1,700/yr	\$1,700/yr
Orthodontic (Child & Adult)		Nil	Nil	50%	50%
Orthodontic Maximum		N/A	N/A	\$1,700 lifetime	\$2,100 lifetime
HEALTH SPENDING ACCOUNT	\$1,750	\$775	No Coverage	\$250	\$425

* Acupuncture, Athletic Therapy, Audiology, Cardiac Rehab., Naturopath, Osteopath, Dietician, Podiatrist, Speech Therapy.

Note:

- The above plans are 100% Employer Paid
- Both full time and part time employees are eligible to participate in the above plans at the same coverage level.
- Full time term and part time term employees are eligible for coverage after six (6) months of service.
- Casual employees are not eligible to participate in this plan.

ARTICLE 64 – BARGAINING UNIT WORK

64:01 Employees excluded from this bargaining unit shall not perform work of the type normally performed by employees in the bargaining

unit. This section shall not be construed to prevent excluded employees from performing:

- a) Such work as necessary to instruct or train employees.
- b) Experimental, developmental or research work.
- c) Work, as necessary during emergency situations. Emergency situations are defined as conditions which could not be reasonably expected and prepared for by management which involves a situation which threatens to impair operations, e.g. power outages, system crashes, evacuations, etc.
- d) Work, as necessary during temporary shortages of help (short periods of time) provided the supervisor or others do not displace an employee covered by this agreement.
- e) When customer service expectations cannot reasonably be met and temporary employee redeployment is not practical.

ARTICLE 65 – DUAL STATUS

- 65:01 Where an employee is acting in a **classification not included in this bargaining unit**, it is understood that those duties and responsibilities are not the subject of this Collective Agreement.
- 65:02 The Employer will make efforts to ensure that scheduled hours in the Dual role will be equalized over a reasonable period. It is understood that this is subject to both operational considerations and the skill and ability to perform the available work and employees must identify to the Employer where they have concerns over the scheduling so that these may be addressed.
- 65:03 At any point, if the employee and the Employer agree or if the employee is not meeting the Employer's expectations as a Dual, the employee will have their Dual status discontinued.
- 65:04 It is agreed that where an employee has agreed to act as a Dual, the Employer will ensure that this person is identifiable as a Dual to the employees in the bargaining unit.
- 65:05 A Dual/**secondary Senior Cashier**, when requested to move to a dual/**secondary** position while at work, shall remain in the dual/**secondary Senior Cashier** position for the balance of his or her shift with the exception of **meetings**, breaks and unpaid lunch periods. **Dual employees will be paid for the duration of meetings.**

65:06 The Dual employees will continue to be part of the bargaining unit and will continue to pay dues in accordance with the dues structure **as set out in Article 5:06** based on all hours worked **in the Unifor Bargaining Unit**.

Dual/Secondary Senior Cashier Rates of Pay

65:07 The parties hereby agree that employees in a “dual” capacity will be paid at Step 1 of **the** applicable classification for a period of 2080 regular hours worked or thirty-six (36) months, whichever occurs first.

65:08 Following the 2080 hours worked or thirty-six (36) month time period, the employee in the dual position will have their rate adjusted to Step 2 of the wage scale.

65:09 Following seventy-two (72) months, an employee in a dual or secondary assignment position will have their rate adjusted to Step 3 of the wage scale.

65:10 The above rates of pay will also apply to “secondary assignment” positions effective date of ratification.

IN WITNESS WHEREOF, the parties hereto have caused this Agreement to be executed by their duly elected officers and representatives as of the date herein set forth.

Dated this ____ day of _____, 2015.

FOR THE COMPANY

Tracey Bremner
On Behalf of Manitoba
Liquor & Lotteries

Len Olafson
National Representative
Unifor

Brent Charron
President
Unifor Local 144

Darren Gibson
Chairperson
Unifor Local 144

George Zwarych
Chief Steward
Unifor Local 144

Mat Chipman
Skilled Trades Bargaining
Committee Representative
Unifor Local 144

FOR THE UNION

Liz Sousa
Bargaining Committee
Representative
Unifor Local 144

Jodi Allen
Bargaining Committee
Representative
Unifor Local 144

J.C. Bond
Bargaining Committee
Representative
Unifor Local 144

Edwin Alvarez
Bargaining Committee
Representative
Unifor Local 144

Andy Tate
Bargaining Committee
Representative
Unifor Local 144

MEMORANDUM OF AGREEMENT

Between

MANITOBA LIQUOR & LOTTERIES

and

UNIFOR LOCAL 144

Re: Drug Plan

Provisions of the current Memorandum regarding the Drug Plan to remain in effect until the implementation of the new Flexible Benefits Plan, anticipated to be approximately January 1, 2016.

Upon implementation of the new Flexible Benefits Plan, anticipated to be approximately January 1, 2016, the drug plan coverage is outlined in Article 63 of the Collective Agreement.

1. The Employer has agreed to the following:
 - (a) eligibility requirements for employees and dependents will be the same as the Dental Services Plan;
 - (b) co-insurance be based on 80% reimbursement;
 - (c) the maximum payment per contract (family) is five hundred fifty dollars (\$550.00) per year effective October 1, 2011. Effective January 1, 2013 increase to six hundred dollars (\$600.00) per contract (family). Effective January 1, 2014 increase to seven hundred dollars (\$700.00) per contract (family).

Original signed the 18th day of December, 2014.

**FOR MANITOBA
LIQUOR & LOTTERIES**

Tracey Bremner

FOR THE UNION

Len Olafson

Brent Charron

Darren Gibson

George Zwarych

Mat Chipman

Liz Sousa

Jodi Allen

J.C. Bond

Edwin Alvarez

Andy Tate

MEMORANDUM OF AGREEMENT

Between

MANITOBA LIQUOR & LOTTERIES

and

UNIFOR LOCAL 144

Re: Group Life Insurance Plan

Provisions of the current Memorandum regarding the Group Life Insurance to remain in effect until the implementation of the new Flexible Benefits Plan, anticipated to be approximately January 1, 2016.

Upon implementation of the new Flexible Benefits Plan, anticipated to be approximately January 1, 2016, eligible full time and part time employees will be provided with sufficient flex credits to purchase the same level of coverage they had prior to the implementation of the new flexible benefits plan. Life Insurance options available include 1, 2, 3, 4 or 5 x salary.

Term and Casual employees are not eligible to participate in this plan.

Employees will be included in a group life insurance plan on the following basis:

1. An employee will be insured an amount equal to two (2) times the employee's annual income.
2. The plan will be co-insured with the Corporation paying 75% and the employee 25% of the cost.
3. Eligibility requirements will be the same as those in effect for the Dental Plan.
4. All full-time and part-time employees must participate in the Plan.

Original signed the 18th day of December, 2014.

**FOR MANITOBA
LIQUOR & LOTTERIES**

Tracey Bremner

FOR THE UNION

Len Olafson

Brent Charron

Darren Gibson

George Zwarych

Mat Chipman

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Andy Tate

MEMORANDUM OF AGREEMENT

Between

MANITOBA LIQUOR & LOTTERIES

and

UNIFOR LOCAL 144

Re: Accidental Death & Dismemberment Plan

Upon implementation of the new Flexible Benefits Plan, anticipated to be approximately January 1, 2016, eligible full time and part time employees will be provided with an amount of flex credits which employees may use to select this new coverage option if they so choose. AD&D options available include 1, 2, 3, 4, or 5 x salary to a maximum of \$75,000 of coverage.

Term and Casual employees are not eligible to participate in this plan.

Original signed the 18th day of December, 2014.

**FOR MANITOBA
LIQUOR & LOTTERIES**

Tracey Bremner

FOR THE UNION

Len Olafson

Brent Charron

Darren Gibson

George Zwarych

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Edwin Alvarez

Andy Tate

MEMORANDUM OF AGREEMENT

Between

MANITOBA LIQUOR & LOTTERIES

and

UNIFOR LOCAL 144

Re: Health Spending Account

The Employer has agreed to add \$50.00 to the Health Spending Account for each eligible full-time and part-time employee as of April 1, 2015 until such time as the new Flexible Benefits Plan is implemented. All other provisions of the current Memorandum regarding the Health Spending Account to remain in effect until the implementation of the new Flexible Benefits Plan, anticipated to be approximately January 1, 2016.

Upon implementation of the new flexible benefits plan, anticipated to be approximately January 1, 2016, Health Care Spending Account limits are outlined in Article 63 of the Collective Agreement.

Employees will be able to apply for reimbursement of eligible health care and dental expenses for themselves and their dependents.

Eligible expenses include professional medical services, dental services, prescription drugs, eye glasses, etc. that are considered tax deductible by Canada Revenue Agency but are not covered by any other plan.

Employees and their dependents will not be eligible for reimbursement if expenses are recoverable from another source (Extended Health Plan, Dental Plan, Pharmacare, provincial health insurance or any other medical plan). The dollars in the Health Care Spending Account must be used in the benefit year in which they are allocated. There will be no carryover of Health Care Spending Account dollars into the next benefit year.

Upon submission of a claim, employees will be reimbursed for expenses incurred in the benefit year. If the Health Care Spending Account balance for the current benefit year has been used up, and an employee has outstanding eligible expenses, these expenses may be carried forward to a maximum of ninety (90) calendar days into the next benefit year for reimbursement.

Claims submitted will be paid through the basic plan first. Any unpaid balance from any eligible plan will be held until the Insurer receives authorization from the employee, authorizing the Insurer to reimburse the eligible employee. Claims that are only eligible under the Health Care Spending Account can be submitted along

with receipts on a completed Health Benefits Claim Form from the Insurer (see Insurer’s website).

Claims will be paid once per month upon accumulation of fifty dollars (\$50.00) in expenses, or at the end of the benefit year, which runs from April 1 to March 31, if the employee has not reached fifty dollars (\$50.00)

The benefit year is understood to be April 1 to March 31 annually.

The parties agree to the following for permanent full-time and part-time employees:

- The HSA shall apply to permanent full-time and part-time employees on staff and who have completed their probationary period.
- The HSA shall become applicable to claims for allowable expenses (as determined by the account plan) incurred.
- Effective October 01, 2011, maximum claims shall be \$250.00 /year per full-time employee and \$125.00/year per part-time employee.
- Effective October 01, 2012, maximum claims shall be \$250.00/year per full-time employee and \$125.00/year per part-time employee.
- Effective October 01, 2013, maximum claims shall be \$250.00 /year per full-time employee and \$125.00/year per part-time employee.
- Employees can apply for reimbursement once claims total \$50.00 (i.e. the “trigger point”).
- Reimbursement for claims is once every two (2) months.
- An employee must file a claim.
- Employees may receive annual statements electronically.
- The plan shall use Revenue Canada’s definition of dependent (i.e. an employee can pay HSA eligible expenses for anyone for whom they can claim a tax deduction).
- Plan coverage and administration is to be determined by the Employer.

Original signed the 18th day of December, 2014.

**FOR MANITOBA
LIQUOR & LOTTERIES**

Tracey Bremner

FOR THE UNION

Len Olafson

Brent Charron

Darren Gibson

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Edwin Alvarez

Andy Tate

MEMORANDUM OF AGREEMENT

Between

MANITOBA LIQUOR & LOTTERIES

and

UNIFOR LOCAL 144

Re: Critical Illness Coverage

Provisions of the current Memorandum regarding the Critical Illness Plan to remain in effect until the implementation of the new Flexible Benefits Plan, anticipated to be approximately January 1, 2016.

Upon implementation of the new flexible benefits plan, anticipated to be approximately January 1, 2016, eligible full time and part time employees will be provided with sufficient flex credits to purchase the same level of coverage they had prior to the implementation of the new flexible benefits plan. Critical illnesses covered are specified in the Insurer's policy. Coverage options include :

- (a) no coverage; or**
- (b) \$10,000.**

Term and Casual employees are not eligible to participate in this plan.

Manitoba **Liquor &** Lotteries will continue to provide Critical Illness Coverage for full-time and part-time employees.

An individual whose primary status is casual is not eligible for participation.

The premiums for Critical Illness Coverage will be paid by the Employer and coverage will be for the conditions * listed below:

Heart Attack	Paralysis
Cancer	Major Organ Transplant
Stroke	Deafness, Sight and Speech
Coronary Artery By-pass Surgery	Severe Burns
MS	Kidney Failure
Coma	

*(The mix of conditions will require carrier input and approval and may change circumstances dictating. Any change in the above list will require a discussion between parties.)

Original signed the 18th day of December, 2014.

**FOR MANITOBA
LIQUOR & LOTTERIES**

Tracey Bremner

FOR THE UNION

<u>Len Olafson</u>	<u>Liz Sousa</u>
<u>Brent Charron</u>	<u>Jodi Allen</u>
<u>Darren Gibson</u>	<u>J.C. Bond</u>
<u>George Zwarych</u>	<u>Edwin Alvarez</u>
<u>Mat Chipman</u>	<u>Andy Tate</u>

MEMORANDUM OF AGREEMENT

Between

MANITOBA LIQUOR & LOTTERIES

and

UNIFOR LOCAL 144

Re: Pension Plan (Money Purchase Plan) – Operations Employees

The Employer agrees to the continuation of the Plan for those employees who wish to continue in the Plan.

1.

	<u>Employer Contribution</u>	<u>Employee Contribution</u>
Effective April 1, 2003	4.0%	2.0%
Effective October 1, 2011	4.5%	2.5%
Effective October 1, 2012	5.0%	3.0%

Employees may choose to voluntarily contribute beyond the employee contribution rate.

2. Any employee covered by this Agreement who, as a former civil servant has maintained participation in the Civil Service Superannuation Fund by agreement of the parties, shall not be eligible to participate in this or any other Manitoba **Liquor & Lotteries** pension plan.

Original signed the 2nd day of June, 2011.

FOR MANITOBA LOTTERIES

Tom Millar

FOR THE UNION

Len Olafson

MEMORANDUM OF AGREEMENT

Between

MANITOBA LIQUOR & LOTTERIES

and

UNIFOR LOCAL 144

Re: Civil Service Superannuation Fund (CSSF)

The proposed Superannuation contribution rate increase pending approval from the Legislation and the Manitoba Superannuation Pension Act is as follows:

July 01, 2012	0.50% (Point five percent increase)
January 01, 2013	0.50% (Point five percent increase)
January 01, 2014	0.50% (Point five percent increase)

The Employee will also increase his/her contribution to the Superannuation (Pension) by an amount equal to the Employers on the dates shown above. Note: There will be a further increase of 0.50% contribution by the Employer and the Employees effective January 01, 2015.

It is also noted that any future increases as realized and directed by the Manitoba Government Legislation and the Manitoba Superannuation Pension Act will be applied as required.

Original signed the 22nd day of June, 2011.

FOR MANITOBA LOTTERIES

Tom Millar

FOR THE UNION

Len Olafson

MEMORANDUM OF AGREEMENT

Between

MANITOBA LIQUOR & LOTTERIES

and

UNIFOR LOCAL 144

Re: Ten (10) Hour Shifts – Additional Break Time

Where Management deems it necessary to have/retain ten (10) hour shifts, individuals scheduled to work these shifts will be provided one (1) additional fifteen (15) minute paid break.

This additional break will be scheduled so as not to negatively impact customer service and/or departmental efficiency.

Original signed the 6th day of October, 2014.

**FOR MANITOBA
LIQUOR & LOTTERIES**

Tracey Bremner

FOR THE UNION

Len Olafson

Brent Charron

Darren Gibson

George Zwarych

Mat Chipman

Liz Sousa

Jodi Allen

J.C. Bond

Edwin Alvarez

Andy Tate

MEMORANDUM OF AGREEMENT

Between

MANITOBA LIQUOR & LOTTERIES

and

UNIFOR LOCAL 144

Re: Grievance/Arbitration Process

The parties hereto agree to the following understanding with respect to the grievance arbitration process and shall be considered attached to and form part of the Collective Agreement between the parties.

Representatives of the Union and/or grievors shall be given permission to be absent from work and suffer no loss of pay, benefits or seniority as a result of their involvement in grievance or arbitration proceedings or Manitoba Labour Board hearings related to the Manitoba **Liquor & Lotteries**.

Representatives of the Union and Manitoba **Liquor & Lotteries** employees involved as witnesses or participants in grievance or arbitration proceedings or Manitoba Labour Board hearings shall be granted leave of absence for union business as per Article 10:01 of the Collective Agreement.

This Memorandum of Agreement is effective upon the date of signing.

Original signed the 6th day of October, 2014.

**FOR MANITOBA
LIQUOR & LOTTERIES**

Tracey Bremner

FOR THE UNION

Len Olafson

Brent Charron

Darren Gibson

George Zwarych

Mat Chipman

Liz Sousa

Jodi Allen

J.C. Bond

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Andy Tate

MEMORANDUM OF AGREEMENT

Between

MANITOBA LIQUOR & LOTTERIES

and

UNIFOR LOCAL 144

Re: Dealer Selection for Specialty Games Training

As agreed by the parties, the following criteria will be utilized in the selection of Dealers for Table Games, Specialty Games Training:

1. Waiting periods will be in effect as per the following:
 - Upon acquiring either Let It Ride, Texas Hold'em Bonus, and/or **High Card Flush** a Dealer must demonstrate a proficiency in the game(s) for a minimum of two (2) month period prior to being considered for further Specialty Games Training.
 - Upon acquiring Baccarat, Double Deck and/or (Fortune) Pai Gow Poker, a Dealer must show proficiency in the game(s) for a minimum three (3) months period prior to being considered for further Specialty Games Training.
 - Upon acquiring Texas Hold'em, Omaha, Roulette and/or Craps, a Dealer must show proficiency in the game(s) for a minimum four (4) month period to being considered for further Specialty Games Training.

The "waiting time" is defined as the last date of game training to the posting for sign up of the next game training.

2. Specialty Games selection criteria will include the following:
 - Demonstrated proficiency in all previously acquired games skill and related procedures.
 - (i) Proficiency will be determined through testing administered by Organizational Development & Training Services. (Table Test to be jointly developed by the parties);
 - (ii) Proficiency will also be supported through the employees most recent Performance and Development Program (Appraisal);
 - (iii) Documented game procedural errors which have been reviewed with the Table Games Dealers by an Inspector, Supervisor and/or

Manager will also be a consideration in determining proficiency prior to being approved for further Specialty Games Training.

- Demonstrated regular attendance and satisfactory work performance:
 - (i) A candidate for further Specialty Games Training will not be active at any step within the Attendance Management Program;
 - (ii) No history of documented discipline within the previous six (6) months.

3. Once the above criteria have been met, should the number of candidates exceed the opportunities available **for** Specialty Games Training, selection will be based on seniority and operational requirements.
4. As per the criteria set out above, full-time and part-time staff will be given opportunities for Specialty Games Training prior to casuals being considered on a game by game basis.

In the event there are vacancies in the training class, the training will be offered to employees who have not completed the “waiting period” as per Item #1 above.

To be considered for training, game proficiency and seniority will be the determining factors as well as Item #2 above.

5. Specialty Games Training opportunities will be posted (bulletin boards, Intranet, etc.) as follows:

- Step (i) Posting for Sign-Up (4 weeks prior to training dates)
- Step (ii) Selection of Candidates (3 weeks prior to training dates)
- Step (iii) Notice to Staff (2 weeks prior to training dates); and
- Step (iv) Training Dates

Individuals must commit to the Training once the selection of candidates (Step (ii)) has commenced.

6. New games added will be jointly discussed by the parties regarding the appropriate waiting period as per Item #1 above.
7. Candidates who have not been successful at obtaining their certificate in a Specialty Game (see Item #1) will be required to wait half the waiting period for the applicable Specialty Game, i.e. three (3) months, four (4) months, etc. prior to being considered for retraining in said Specialty Game.

Signed the 29th day of September, 2014.

**FOR MANITOBA
LIQUOR & LOTTERIES**

Tracey Bremner

FOR THE UNION

<u>Len Olafson</u>	<u>Liz Sousa</u>
<u>Brent Charron</u>	<u>Jodi Allen</u>
<u>Darren Gibson</u>	<u>J.C. Bond</u>
<u>George Zwarych</u>	<u>Edwin Alvarez</u>
<u>Mat Chipman</u>	<u>Andy Tate</u>

MEMORANDUM OF AGREEMENT

Between

MANITOBA LIQUOR & LOTTERIES

and

UNIFOR LOCAL 144

Re: Casino Site Gratuities

Effective October 1, 2011, the practice **at the Casinos is** as follows:

1. Gratuities will be pulled daily by department at end of the gaming day;
2. The monies accumulated will be reported to the Payroll Department;
3. Payroll will calculate the tipable hours per employee, per gaming day and by department;
4. Tipable hours include all regular hours work, overtime hours and statutory holiday hours;
5. Tipable hours do not include sick hours, vacation hours, leaves with or without pay, and hours worked by those individuals working in classifications not eligible to receive gratuities (i.e. Supervisors, Shift Managers, etc.);
6. Manitoba **Liquor & Lotteries** will deduct an administrations fee related to the above of 1.5% of the tips generated;
7. Eligible Table Games employees (Table Games Dealers and Inspectors) as well as EGD employees will retain 80% of the tips generated in their respective departments;
8. The remaining 20% and any additional tips received in the Non Table Games and EGD areas at each site will be shared equally amongst those eligible to receive tips at the Casino, exclusive of Table Games employees and EGD employees.
9. Employees will receive gratuities generated within a department by the gaming day they were working.

Original signed the 8th day of October, 2014.

**FOR MANITOBA
LIQUOR & LOTTERIES**

Tracey Bremner

FOR THE UNION

<u>Len Olafson</u>	<u>Liz Sousa</u>
<u>Brent Charron</u>	<u>Jodi Allen</u>
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MEMORANDUM OF AGREEMENT

Between

MANITOBA LIQUOR & LOTTERIES

and

UNIFOR LOCAL 144

Re: Women's Advocate

The parties agree that a female employee may be designated by the Union to assist her female co-workers in obtaining information regarding access to counseling, women's shelters, etc.

The Women's Advocate is a referral role and not a counselor and will be located at the site. The Women's Advocate will utilize the services of the Senior Advisor, Health & Wellness in accessing the services available through the Employee & Family Assistance Program.

The Senior Advisor, Health & Wellness will provide guidance in support of the Women's Advocate, and the parties agree that the Union is solely responsible and liable for the actions of the Women's Advocate. The Women's Advocate must obtain permission of Management to meet with a female employee seeking referral information.

Original signed the 6th day of October 2014.

**FOR MANITOBA
LIQUOR & LOTTERIES**

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MEMORANDUM OF AGREEMENT

Between

MANITOBA LIQUOR & LOTTERIES

and

UNIFOR LOCAL 144

Re: Training and Development

Manitoba **Liquor &** Lotteries endeavours to provide training programs that meet present knowledge/skill requirements as well as to develop training programs to address future needs. As such, both Manitoba **Liquor &** Lotteries and **Unifor** encourage employees to pursue personal and professional development through the various training and educational opportunities made available.

Original signed the 6th day of October, 2014.

**FOR MANITOBA
LIQUOR & LOTTERIES**

Tracey Bremner

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MEMORANDUM OF AGREEMENT

Between

MANITOBA LIQUOR & LOTTERIES

and

UNIFOR LOCAL 144

Re: Social Justice Fund

Manitoba Liquor & Lotteries will make an annual contribution of \$10,000.00 each year to the Social Justice Fund. These payments will be made in June of each year of the Collective Agreement.

Original signed the 18th day of December, 2014.

**FOR MANITOBA
LIQUOR & LOTTERIES**

Tracey Bremner

FOR THE UNION

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MEMORANDUM OF AGREEMENT

Between

MANITOBA LIQUOR & LOTTERIES

and

UNIFOR LOCAL 144

Re: Paid Education Leave Fund

Manitoba **Liquor &** Lotteries shall contribute four (4) cents per regular hour worked per **Unifor** member employee into a paid Education Leave Fund.

Original signed the 18th day of December, 2014.

**FOR MANITOBA
LIQUOR & LOTTERIES**

Tracey Bremner

FOR THE UNION

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MEMORANDUM OF AGREEMENT

Between

MANITOBA LIQUOR & LOTTERIES

and

UNIFOR LOCAL 144

Re: Privately Owned Vehicles

Manitoba Liquor and Lotteries will continue the current practice by following the mileage rates as established by the Province of Manitoba when an employee is required to use his/her privately owned vehicle on the Employers business.

The rates currently in effect shall apply. Once new rates have been updated/ established by the Province Of Manitoba, those rates will be implemented at that time.

Original signed the 18th day of December, 2014.

**FOR MANITOBA
LIQUOR & LOTTERIES**

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MEMORANDUM OF AGREEMENT

Between

MANITOBA LIQUOR & LOTTERIES

and

UNIFOR LOCAL 144

Re: Security Guard License

In order to be employed as a Security Officer, employees are required to be licensed as Security Guards under the Private Investigators and Security Guards Act.

Although Corporate Security previously managed and administered the registration of Security Officers as Security Guards including the yearly renewal of these licenses, changes in legislation now require employees to obtain a criminal record check from a law enforcement agency as part of the licensing and renewal process. This needs to be done in-person by the employee.

Employees who must have a Provincial Security Guard License are required to provide a copy of their current/renewed License to Management, to be placed on their HR file as an up to date record of compliance with this requirement.

The Security Guard license is the property of the employee and the individual maintains that license, even if they leave the organization.

As a result, all new and existing Security Officers will receive an amount to cover the costs associated with obtaining and maintaining a Security Guard License. This amount will be determined using the posted rates by those issuing the required documentation and licenses. Posted rates will be reviewed on January 1st of each year and disbursement amounts will be adjusted to reflect the current rates.

Original signed the 20th day of October, 2014.

**FOR MANITOBA
LIQUOR & LOTTERIES**

Tracey Bremner

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MEMORANDUM OF AGREEMENT

Between

MANITOBA LIQUOR & LOTTERIES

and

UNIFOR LOCAL 144

Re: Retiree Health Care Spending Account

Effective date of ratification, Manitoba Liquor & Lotteries agrees to provide a Retiree Health Care Spending Account in the amount of five-hundred dollars (\$500.00) per year for those full-time employees who are retiring, and four-hundred dollars (\$400.00) per year for those part-time employees who are retiring. Employees must be at least 55 years of age with a minimum of ten (10) years of service in order to qualify for the Retiree Health Care Spending Account.

Original signed the 18th day of December, 2014.

**FOR MANITOBA
LIQUOR & LOTTERIES**

Tracey Bremner

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Andy Tate

LETTER OF UNDERSTANDING

Between

MANITOBA LIQUOR & LOTTERIES

and

UNIFOR LOCAL 144

Re: Casino Tip Distribution

The parties hereby agree to implement on October 1, 2011 a tip distribution rate **at the Casinos** of 80% - 20%. The 80% retention of tips will apply only to those eligible to receive tips in Table Games and Electronic Gaming. Table Games and Electronic Gaming employees will receive the tips generated within their respective departments by the gaming day they were working.

All other eligible Operations employees will share in the remaining 20% of gratuities received as well as any other department tips received by those eligible and not working in Table Games or Electronic Gaming.

Original signed the 6th day of October, 2014.

**FOR MANITOBA
LIQUOR & LOTTERIES**

Tracey Bremner

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LETTER OF UNDERSTANDING

Between

MANITOBA LIQUOR & LOTTERIES

and

UNIFOR LOCAL 144

Re: Request for Retroactivity

If applicable, retroactive wages shall be made payable following the date of ratification of the Agreement to those former employees who have terminated their employment and/or retired following the date the change in the hourly rate should have taken place (the effective date) but prior to implementation of the new hourly rate.

Individuals must provide Human Resources with their request in writing indicating their current address, phone number, their former position, and employee number.

Retroactivity under this Letter of Understanding will be calculated and paid out after all current (active) employees have received their retroactive wage adjustments.

Original signed the 26th day of September, 2014.

**FOR MANITOBA
LIQUOR & LOTTERIES**

Tracey Bremner

FOR THE UNION

Len Olafson

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LETTER OF UNDERSTANDING

Between

MANITOBA LIQUOR & LOTTERIES

and

UNIFOR LOCAL 144

Re: Distribution of Overtime

Overtime can be distributed as follows:

1. In cases of extending an existing shift (e.g. staying past the end of a shift or being called in prior to scheduled start time), the overtime shall be offered to the most senior employee working, provided they are able to satisfactorily perform the work done.
2. In cases of scheduled overtime (e.g. overtime known a week in advance), the overtime shall be offered to the most senior employee on the affected shift (i.e. overtime for an overnight security shift would go to an overnight Officer) provided they are able to satisfactorily perform the work done.

Original signed the 21st day of October, 2014.

**FOR MANITOBA
LIQUOR & LOTTERIES**

Tracey Bremner

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Len Olafson

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LETTER OF UNDERSTANDING

Between

MANITOBA LIQUOR & LOTTERIES

and

UNIFOR LOCAL 144

Re: Domestic Violence

The Employer and Union discussed the rising incidence of violence or abuse, notably violence against women and how this may affect the employee's attendance or performance at work.

The Employer agrees that where performance issues arise and an employee has made it known that extenuating circumstances exist that would be considered as per this LOU, the Employer will not take disciplinary action without first giving full consideration to circumstances surrounding the incident. Such information will be treated in a confidential manner by the Employer and the Union unless required by law to be produced.

It is further agreed that should an employee be absent from work as a result of abuse or violence and provides adequate verification from recognized professionals to the Employer, she/he may be eligible to apply for short-term disability.

Original signed the 6th day of October, 2014.

**FOR MANITOBA
LIQUOR & LOTTERIES**

Tracey Bremner

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LETTER OF UNDERSTANDING

Between

MANITOBA LIQUOR & LOTTERIES

and

UNIFOR LOCAL 144

Re: Contracting Out

In the event that bargaining work normally performed by **Unifor** members is to be contracted out there will be no **Unifor** members on layoff as per the terms of Article 23 - Layoff and Recall.

Thirty (30) days prior to contracting out taking place meetings will be held with the Union Chairperson. The focus of the meetings will be to discuss options and alternatives to the contracting out being considered.

Original signed the 18th day of December, 2014.

**FOR MANITOBA
LIQUOR & LOTTERIES**

Tracey Bremner

FOR THE UNION

Len Olafson

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LETTER OF UNDERSTANDING

Between

MANITOBA LIQUOR & LOTTERIES

and

UNIFOR LOCAL 144

Re: List of Departments/Classifications Requiring Safety Footwear

1. <u>House & Grounds</u> - Maintenance Technicians - Housekeeping Attendant Industrial	4. <u>Customer Services</u> - Valet – appropriate winter footwear – sure grip - CSA – appropriate winter footwear – sure grip
2. <u>Facilities</u> - Facilities Technicians	5. <u>Security</u> - Security Officers
3. <u>Casino Banking</u> - Countroom Senior Cashier	6. Skilled Trades

Original signed the 2nd day of October, 2014.

**FOR MANITOBA
LIQUOR & LOTTERIES**

Tracey Bremner

FOR THE UNION

Len Olafson

Brent Charron

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LETTER OF UNDERSTANDING

Between

MANITOBA LIQUOR & LOTTERIES

and

UNIFOR LOCAL 144

Re: Trades

Manitoba **Liquor & Lotteries** will ensure that all designated professional trades classifications follow the established wage guidelines as set forth by the Province of Manitoba Construction Industry Wages Act (Manitoba Industrial Commercial and Institutional Construction Sector Minimum Wage Scales).

Effective in year two (2) of the Collective Agreement (as of June 5, 2015), a second step will be introduced for employees in Skilled Trades. The minimum rate of pay for Step 1 of the two (2) steps will be the current ICI rate of pay plus the negotiated GPI. When the ICI is increased, the Skilled Trades rates of pay shall be adjusted to reflect the ICI adjustment. Skilled Trades will continue to receive negotiated GPIs under the terms of this Collective Agreement. Step 2 shall be a 3.5% increase. Employees in Skilled Trades will be eligible for Step 2 once they have completed three (3) consecutive years of employment in the same Skilled Trades position.

Original signed the 18th day of December, 2014.

**FOR MANITOBA
LIQUOR & LOTTERIES**

Tracey Bremner

FOR THE UNION

Len Olafson

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LETTER OF UNDERSTANDING

Between

MANITOBA LIQUOR & LOTTERIES

and

UNIFOR LOCAL 144

Re: Gaming Centre

The parties hereby acknowledge the uniqueness of the requirements relevant to the opening and operation of the downtown Gaming Centre and agree to the following as it pertains to employees included within this bargaining unit and in reference to the Gaming Centre, (provisions of the current Collective Agreement will apply to employees working at the Gaming Centre except as stated herein):

- The work/rest configuration for the Gaming Centre Dealers and Inspectors will be set at sixty (60) minutes on and twenty (20) minutes off and the twenty (20) minute breaks will be paid. Gaming Centre Dealers and Inspectors will not receive the standard thirty (30) minute meal break.
- Unless otherwise agreed to by the parties, issues relevant to the Gaming Centre will be included in the existing Labour Management Meetings between management and Unifor Local 144.
- Employees working at the Gaming Centre will not participate in the shift bidding process, however shifts will be allocated taking into consideration the employees' seniority hours and their ability and qualifications to perform the duties required.
- Once a Casual employee accepts a shift, they are not permitted to cancel that shift. Should a casual employee at the Gaming Centre accept a shift, they are responsible for fulfilling that commitment or arranging a shift switch with an employee qualified to perform their duties within their classification. A shift switch cannot result in any additional expense to the Employer.
- Due to the unique requirements of employees working at the Gaming Centre, vacant opportunities will be posted and a competitive selection process may occur as determined by management.
- Classifications at the Gaming Centre will not be included in the Transfer process unless otherwise agreed to by the parties.
- The practice with regard to tips at the Gaming Centre will be as follow:
 - Tips will be pulled at the end of the gaming day;
 - Monies accumulated will be reported to the Payroll Department by the Countroom;
 - Payroll will calculate the tippable hours worked per employee on each gaming day;

- Tips will be distributed equally among employees based on tippable hours worked per gaming day;
 - Tippable hours will include all regular hours worked, overtime hours and statutory holiday hours;
 - Manitoba Liquor & Lotteries will deduct an administration fee related to the above of 1.5% of the tips generated.
- Employees working at the Gaming Centre may utilize existing Women's Advocate and Chairperson Resources as necessary, and no additional resources will be allocated in this regard. The Gaming Centre will have a Shop Steward and a Safety & Health representative available on all shifts. The Steward and Safety & Health representative can be the same person.

PAY PLAN:

<u>Classification</u>	<u>Effective Date</u>	<u>Step 1</u>	<u>Step 2</u>	<u>Step 3</u>
Gaming Centre Dealer	5-Jun-14	16.35	16.73	17.11
	5-Jun-15	16.68	17.06	17.45
	5-Jun-16	17.01	17.40	17.80
	5-Jun-17	17.35	17.75	18.16

<u>Classification</u>	<u>Effective Date</u>	<u>Step 1</u>	<u>Step 2</u>	<u>Step 3</u>
Gaming Centre Attendant	5-Jun-14	16.35	16.73	17.11
	5-Jun-15	16.68	17.06	17.45
	5-Jun-16	17.01	17.40	17.80
	5-Jun-17	17.35	17.75	18.16

<u>Classification</u>	<u>Effective Date</u>	<u>Step 1</u>	<u>Step 2</u>	<u>Step 3</u>
Gaming Centre Security Representative	5-Jun-14	18.52	18.91	19.30
	5-Jun-15	18.89	19.29	19.69
	5-Jun-16	19.27	19.68	20.08
	5-Jun-17	19.66	20.07	20.48

<u>Classification</u>	<u>Effective Date</u>	<u>Step 1</u>	<u>Step 2</u>	<u>Step 3</u>
Gaming Centre Inspector	5-Jun-14	23.44	24.08	24.70
	5-Jun-15	23.91	24.56	25.19
	5-Jun-16	24.39	25.05	25.69
	5-Jun-17	24.88	25.55	26.20

Original signed the 12th day of February, 2015.

**FOR MANITOBA
LIQUOR & LOTTERIES**

Tracey Bremner

FOR THE UNION

Len Olafson

Brent Charron

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SCHEDULE "A" – PAY PLAN
UNIFOR - CASINO OPERATIONS EMPLOYEES
June 5, 2014 – June 4, 2018

Level One				
<u>Classification</u>	<u>Effective Date</u>	<u>Step 1</u>	<u>Step 2</u>	<u>Step 3</u>
Housekeeping Attendant Uniform Technician	June 5/14	14.47	14.83	15.22
	June 5/15	14.76	15.13	15.52
	June 5/16	15.06	15.43	15.83
	June 5/17	15.36	15.74	16.15
Level Two				
<u>Classification</u>	<u>Effective Date</u>	<u>Step 1</u>	<u>Step 2</u>	<u>Step 3</u>
Uniform & Laundry Technician	June 5/14	14.84	15.22	15.60
	June 5/15	15.14	15.52	15.91
	June 5/16	15.44	15.83	16.23
	June 5/17	15.75	16.15	16.55
Level Three				
<u>Classification</u>	<u>Effective Date</u>	<u>Step 1</u>	<u>Step 2</u>	<u>Step 3</u>
Cage Cashier Retail Cashier Housekeeping (Industrial)	June 5/14	14.94	15.33	15.72
	June 5/15	15.24	15.64	16.03
	June 5/16	15.54	15.95	16.35
	June 5/17	15.85	16.27	16.68
Level Four				
<u>Classification</u>	<u>Effective Date</u>	<u>Step 1</u>	<u>Step 2</u>	<u>Step 3</u>
Club Card Representative CS Representative – Transport	June 5/14	15.06	15.44	15.84
	June 5/15	15.36	15.75	16.16
	June 5/16	15.67	16.07	16.48
	June 5/17	15.98	16.39	16.81
Level Four - EGA				
<u>Classification</u>	<u>Effective Date</u>	<u>Step 1</u>	<u>Step 2</u>	<u>Step 3</u>
Electronic Gaming Attendant	June 5/14	14.22	14.59	14.95
	June 5/15	14.50	14.88	15.25
	June 5/16	14.79	15.18	15.56
	June 5/17	15.09	15.48	15.87

SCHEDULE "A" – PAY PLAN
UNIFOR - CASINO OPERATIONS EMPLOYEES
June 5, 2014 – June 4, 2018

Level Five - TGD				
<u>Classification</u>	<u>Effective</u>	<u>Step 1</u>	<u>Step 2</u>	<u>Step 3</u>
	<u>Date</u>			
Table Games Dealer	June 5/14	14.45	14.81	15.17
	June 5/15	14.74	15.11	15.47
	June 5/16	15.03	15.41	15.78
	June 5/17	15.33	15.72	16.10

Level Five				
<u>Classification</u>	<u>Effective</u>	<u>Step 1</u>	<u>Step 2</u>	<u>Step 3</u>
	<u>Date</u>			
Casino Service Attendant	June 5/14	15.30	15.68	16.05
	June 5/15	15.61	15.99	16.37
	June 5/16	15.92	16.31	16.70
	June 5/17	16.24	16.64	17.03

Level Six				
<u>Classification</u>	<u>Effective</u>	<u>Step 1</u>	<u>Step 2</u>	<u>Step 3</u>
	<u>Date</u>			
Countroom Senior Cashier	June 5/14	17.23	17.70	18.14
Cage Senior Cashier	June 5/15	17.57	18.05	18.50
Maintenance Technician	June 5/16	17.92	18.41	18.87
Tailor	June 5/17	18.28	18.78	19.25

Level Seven				
<u>Classification</u>	<u>Effective</u>	<u>Step 1</u>	<u>Step 2</u>	<u>Step 3</u>
	<u>Date</u>			
Security Officer	June 5/14	17.47	17.86	18.25
	June 5/15	17.82	18.22	18.62
	June 5/16	18.18	18.58	18.99
	June 5/17	18.54	18.95	19.37

Level Eight				
<u>Classification</u>	<u>Effective</u>	<u>Step 1</u>	<u>Step 2</u>	<u>Step 3</u>
	<u>Date</u>			
Casino Host	June 5/14	21.03	21.61	22.21
	June 5/15	21.45	22.04	22.65
	June 5/16	21.88	22.48	23.10
	June 5/17	22.32	22.93	23.56

SCHEDULE "A" – PAY PLAN
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Level Nine Classification	<u>Effective Date</u>	<u>Step 1</u>	<u>Step 2</u>	<u>Step 3</u>
Facility Technician	June 5/14	21.14	21.75	22.32
	June 5/15	21.56	22.19	22.77
	June 5/16	21.99	22.63	23.23
	June 5/17	22.43	23.08	23.69

Level Ten Classification	<u>Effective Date</u>	<u>Step 1</u>	<u>Step 2</u>	<u>Step 3</u>
Uniform Supervisor Painter*	June 5/14	21.34	21.93	22.51
	June 5/15	21.77	22.37	22.96
	June 5/16	22.21	22.82	23.42
	June 5/17	22.65	23.28	23.89

Level Eleven Classification	<u>Effective Date</u>	<u>Step 1</u>	<u>Step 2</u>	<u>Step 3</u>
Electronic Gaming Supervisor	June 5/14	21.45	22.00	22.64
	June 5/15	21.88	22.44	23.09
	June 5/16	22.32	22.89	23.55
	June 5/17	22.77	23.35	24.02

Level Thirteen Classification	<u>Effective Date</u>	<u>Step 1</u>	<u>Step 2</u>	<u>Step 3</u>
Inspector Table Games Boxperson	June 5/14	21.14	21.75	22.34
	June 5/15	21.56	22.19	22.79
	June 5/16	21.99	22.63	23.25
	June 5/17	22.43	23.08	23.72

Level Thirteen - A Classification	<u>Effective Date</u>	<u>Step 1</u>	<u>Step 2</u>	<u>Step 3</u>
Finish Carpenter Cabinet Maker*	June 5/14	22.39	23.03	23.65
	June 5/15	22.84	23.49	24.12
	June 5/16	23.30	23.96	24.60
	June 5/17	23.77	24.44	25.09

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Level Fifteen Classification	<u>Effective Date</u>	<u>Step 1</u>	<u>Step 2</u>	<u>Step 3</u>
Facilities Supervisor	June 5/14	24.00	24.67	25.36
	June 5/15	24.48	25.16	25.87
	June 5/16	24.97	25.66	26.39
	June 5/17	25.47	26.17	26.92

Level Sixteen Classification	<u>Effective Date</u>	<u>Step 1</u>	<u>Step 2</u>	<u>Step 3</u>
Controls Technician*	June 5/14	25.18	25.84	26.52
	June 5/15	25.68	26.36	27.05
	June 5/16	26.19	26.89	27.59
	June 5/17	26.71	27.43	28.14

Level Seventeen Classification	<u>Effective Date</u>	<u>Step 1</u>	<u>Step 2</u>	<u>Step 3</u>
HVAC&R Journeyman - Technician*	June 5/14	29.33	30.35	31.41
	June 5/15	29.92	30.96	32.04
Equipment Technician*	June 5/16	30.52	31.58	32.68
Metal Fabricator*	June 5/17	31.13	32.21	33.33

Level Eighteen Classification	<u>Effective Date</u>	<u>Step 1</u>	<u>Step 2</u>	<u>Step 3</u>
Electrical Construction - Services Technician*	June 5/14	30.49	31.51	32.58
	June 5/15	31.10	32.14	33.23
	June 5/16	31.72	32.78	33.89
	June 5/17	32.35	33.44	34.57

Level Nineteen Classification	<u>Effective Date</u>	<u>Step 1</u>	<u>Step 2</u>	<u>Step 3</u>
Electrical Services Specialist- Supervisor*	June 5/14	33.41	34.59	35.77
	June 5/15	34.08	35.28	36.49
HVAC Systems Specialist- Supervisor*	June 5/16	34.76	35.99	37.22
	June 5/17	35.46	36.71	37.96

**These positions are certified Journeyperson classifications and follow the required Manitoba ICI Sector Minimum Wage Scales. The above listed Trades positions pay scales are for job evaluation purposes only.*

Pay Levels 12 and 14 currently have no positions assigned to them.