

|                   |                    |    |    |
|-------------------|--------------------|----|----|
| SOURCE            | UNION              |    |    |
| EFF.              | 96                 | 03 | 31 |
| TERM.             | 99                 | 03 | 27 |
| No. OF EMPLOYEES  | 671 Casino empl's. |    |    |
| NOMBRE D'EMPLOYES | 671                |    |    |

**MANITOBA LOTTERIES CORPORATION**

**OPERATIONS AGREEMENT**

THIS AGREEMENT made effective as of this <sup>30<sup>th</sup></sup> day of *Sept.*, 1996.

between

MANITOBA GOVERNMENT EMPLOYEES' UNION  
hereinafter ~~referred~~ to as the "Union"

OF THE FIRST PART

and

THE MANITOBA **LOTTERIES** CORPORATION  
hereinafter referred to as the "Employer"

OF THE SECOND PART

Expires March 27, 1999

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92/1/10*

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**THE PURPOSE** of the Collective Agreement between the Union and the Employer 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.

### **ARTICLE 1-DEFINITIONS**

- 1:01** “Casual employee” means an employee who works less than the normal daily or weekly hours on average exclusive of overtime, as the case may be, and whose work is irregular, or non-recurring or does not follow an ongoing predetermined schedule of work on a regular and recurring basis.
- 1:02** “Employee” shall mean a person covered by this Agreement.
- 1:03** “Full-time employee” means an employee who normally works the full normal daily or weekly hours on average exclusive of overtime, as the case may be, and whose work follows an ongoing, predetermined schedule of work on a regular and recurring basis.
- 1:04** “Part-time employee” means an employee who normally works less than the full normal daily or weekly hours on average exclusive of overtime, as the case may be, and whose work follows an ongoing, predetermined schedule of work on a regular and recurring basis. 7/2/11
- 1:05** “Representative” shall mean, officer of the union, steward or staff representative.
- 1:06** “Union” means the Manitoba Government Employees’ Union.
- 1:07** Where the context so requires, masculine and feminine genders and singular and plural numbers shall be interchangeable.

### **ARTICLE 2 - RECOGNITION**

- 2:01** The Employer recognizes the “Manitoba Government Employees’ Union” as the sole bargaining agent for all employees of the Employer as defined in the Manitoba Labour Board Certificate No. ~~MLB-4901~~ and No. ~~MLB-492~~ 1 and employed in classifications listed in the Pay Plan attached to and forming part of this Agreement, but excluding employees presently included under another collective agreement and those occupying positions set forth in Appendix A - Agreed List of Excluded Positions.
- 2:02** 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.

- 2:03** 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 13 hereof.

### **ARTICLE 3 - MANAGEMENT RIGHTS**

- 3:01** 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.
- 3:02** 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 4 - UNION SECURITY**

- 4:01** During the term of this Agreement, employees covered by this Agreement, whether members of the Union or not, shall pay to the Union, by payroll deduction, an amount equal to the bi-weekly membership dues as determined by the Union. For new employees, the payroll deduction of the amount as set out above shall become effective on the first day of the bi-weekly pay period, following the date the employee is covered under the terms of this Agreement.
- 4:02** The Employer shall forward to the Union the amount of the dues deducted under 4:01 on a bi-weekly basis per each applicable bi-weekly pay period.
- 4:03** The Employer shall provide the Union on a bi-weekly basis per each applicable bi-weekly pay period the names of the employees from whose wages, dues have been deducted showing opposite each employee's name, the amount of dues deducted for that employee.
- 4:04** The Union agrees to indemnify and save the Employer harmless against any claim or liability arising out of the application of this Article except for any claim or liability arising out of an error committed by the Employer.
- 4:05** Dues deducted shall be entered on the employee's T4 slip.

### **ARTICLE 5 - AMENDMENTS TO THE PAY PLAN**

- 5:01** 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.
- 5:02** 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 14. The Arbitration Board shall be expressly confined to the sole issue of determining the rate of pay for the new classification.

**5:03** 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.

### **ARTICLE 6 - PAY**

**6:01** An employee shall be paid the current hourly rate for all hours worked in his classification contained within this Collective Agreement.

**6:02** 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.

### **ARTICLE 7 - DURATION**

**7:01** This Agreement shall be effective from date of signing and shall continue in effect up to and including March 27, 1999 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 not 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 this Agreement, this Agreement shall remain in full force and effect without change.

**7:02** The party giving notice shall provide its written proposals for amendments to the agreement to the other party no later than thirty (30) days prior to the expiry date of the agreement.

**7:03** 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 signing of the Collective Agreement unless otherwise specified.

### **ARTICLE 8 - PROBATIONARY PERIOD**

**8:01** All new employees shall be on a probation for six (6) months from the date of the commencement of employment.

**8:02** An employee who is rejected during the probation period may grieve the rejection at Step 2 of the Grievance Procedure within fifteen (15) calendar days from the date the employee received notice of the rejection. The General Manager 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 Step 2 shall be final for such grievance.

**8:03** The rejection on probation of an employee is not arbitrable.

8/15/11



**ARTICLE 9 - UNION BUSINESS**

**9:01** Leave of absence to attend to Union **business** may be granted to employees under the following conditions:

- (a) Requests for leave shall be **made** in writing by the Union by providing the employee with a letter of **request**. The employee shall submit the letter to his or her immediate supervisor **who** shall forward the request to the Employer for approval. The Union will **also provide** a copy of the written request to the Vice President, Human **Resources**.
- (b) Requests for leave shall be **made** with reasonable advance notice but not less than seven (7) working days **and** shall be granted only where operational requirements permit. **Where** special or unusual circumstances prevent compliance with the seven (7) working days notice, the request shall be considered and shall not be **unreasonably** denied.
- (c) 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.

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**9:02** (a) For time spent with Employer **representatives** during collective bargaining, the Union will be allowed to **have** **no** more than one (1) employee present, per facility, 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 **9:01(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.

**9:03** 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, meetings and social events. All **material** to be posted must first be submitted to the General Manager or designate for **approval** and signature prior to posting. Such approval shall not be **unreasonably denied**.

**ARTICLE 10 - RIGHTS OF STEWARDS**

**10:01** **“Steward”** means an employee **elected** or appointed by the Union who is **authorized** to represent the Union, an employee **or both**.

**10:02** The Employer **recognizes** the Union’s **right** to select Stewards to represent employees.

**10:03** The Union agrees to provide the **Employer** with a list of Stewards and any subsequent changes. The Union shall provide **appropriate** identification for Stewards.

**10:04** Stewards and employees shall not **conduct** Union business during their working time.

**10:05** Where a Steward considers that an urgent complaint requires immediate investigation, he shall first obtain permission from the Department Manager before leaving work to investigate. Such permission shall not be unreasonably sought or denied.

**10:06** Where a Steward investigates in accordance with 10:05, he shall suffer no loss of pay or benefits.

### **ARTICLE 11 - JOINT COMMITTEES**

#### **11:01 Labour/Management Committee**

- (a) The Employer and the Union agree that it is mutually advantageous for the employees covered by this agreement to be members of a Labour/Management Committee.
- (b) The parties agree to the establishment of a Labour/Management Committee for each facility, consisting of two (2) management representatives and two (2) bargaining unit representatives.

#### **11:02 Health and Safety Committee:**

- (a) The Employer and the Union agree that it is mutually advantageous for the employees covered by this agreement to be members of a Workplace Safety and Health Committee.
- (b) Both parties agree to abide by the prevailing legislative requirements as set out in practice by the existing Committee.
- (c) The parties agree to the establishment of a Workplace Safety and Health Committee for each facility, consisting of two (2) management representatives and two (2) bargaining unit representatives.

### **ARTICLE 12 - DISCIPLINARY ACTION**

**12:01** An employee shall only be disciplined for just cause.

**12:02** A hearing may be held with an employee prior to making a determination to discipline an employee. The employee shall have the option to have a Representative present.

**12:03** Where disciplinary action has been taken the employee shall be advised in writing of the disciplinary action.

**12:04** An employee may grieve disciplinary action in accordance with the Grievance Procedure.

### **ARTICLE 13 - GRIEVANCE PROCEDURE**

**13:01** It is mutually agreed that an effort shall be made to resolve complaints through discussion before a written grievance is initiated. The aggrieved employee shall have the option to have a Representative present at such a discussion.

- 13:02** The parties to this Agreement **recognize the** desirability for prompt resolution of grievances through an orderly process **without** stoppage of work or refusal to perform work.
- 13:03** 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 **Memorandum** of Understanding, or a signed Memorandum of Agreement **between the parties**.
  - (b) The dismissal, suspension, **demotion** or written reprimand of an employee.
- 13:04** Notwithstanding **13:03**, an employee **may** grieve on any unsatisfactory working condition up to and including **Step 3 of the Grievance Procedure**. The decision at Step 3 shall be final for such grievances.
- 13:05** If an employee or the Union **fails to initiate or process** a grievance within the prescribed time limits, the grievance **will be deemed to be abandoned** and all rights of recourse to the Grievance Procedure for **that** particular grievance shall be at an end. If Management fails to reply to a **grievance** within the prescribed time limits, the employee or the Union shall process **the grievance** to the next step. Either party may request an extension of the time limits **providing** such extension is requested prior to the **expiry** of the time allowed. An **extension**, if requested, shall not be unreasonably withheld.
- 13:06** 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 its 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.
- 13:07** Grievances concerning demotion, **suspension**, or dismissal shall be initiated at Step 3 of the Grievance Procedure within **twenty-eight (28)** calendar days of the date that the employee became aware of the action.
- 13:08** An employee may withdraw a **grievance** by giving written notice to the Union and the Employer or abandon his **grievance** by **not processing it within** the prescribed time limits.
- 13:09** When a grievance cannot be **presented at any step**, it may be **transmitted** by registered mail.

**Step 1**

- (a) Within twenty-eight (28) calendar days after the date upon which the employee was notified orally or in writing, or on which the employee first became aware of the action or circumstances giving rise to the grievance, the employee shall present the grievance with redress requested to the Department Manager.
- (b) The Department Manager shall sign for receipt of the grievance and if the nature of the grievance is such that the Department Manager is authorized to deal with it, said person shall issue a decision in writing to the employee and to the Union within twenty-one (21) calendar days.
- (c) The Department Manager may hold a hearing to discuss the grievance with the employee and his Representative before giving a decision on the grievance.
- (d) If the nature of the grievance is such that a decision cannot be given by the Department Manager, the Department Manager shall forward the grievance to the appropriate authority and so inform the employee and the Union. The time limits and the procedures of Step 1 shall then apply.

**Step 2**

- (a) If the grievance is not resolved satisfactorily at Step 1, the employee shall submit the grievance to the General Manager or designate within twenty-one (21) calendar days of the receipt of the decision at Step 1.
- (b) The General Manager or designate shall sign for receipt of the grievance and issue a decision in writing to the employee and the Union within twenty-one (21) calendar days of receipt of the grievance.
- (c) The General Manager or designate may hold a hearing to discuss the grievance with the employee and his Representative before giving a decision on the grievance.

**Step 3**

- (a) If the grievance is not resolved satisfactorily at Step 2, the employee shall submit the grievance to the appropriate Division Vice-President or designate within twenty-one (21) calendar days of receipt of the decision at Step 2.
- (b) The Division Vice-President or designate shall sign for receipt of the grievance and issue a decision in writing to the employee and the Union within twenty-one (21) calendar days of receipt of the grievance.
- (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.
- (d) If the grievance is not resolved satisfactorily at Step 3, the grievance may be referred by the Union to Arbitration in accordance with Article 14.

- 13:10 (a) Where either party to this Agreement disputes the general application, interpretation or alleged violation of an Article of this Agreement or a signed Memorandum of Understanding or a signed Memorandum of Agreement between the parties, either party may initiate a Policy Grievance. Where such a grievance is initiated by the Union it shall be presented at Step 3. Where such a grievance is initiated by the Employer it shall be presented to the President of the MGEU. 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 the parties fail to resolve a grievance under 13:10(a), either party may refer the grievance to Arbitration.

#### **ARTICLE 14 - ARBITRATION PROCEDURE**

- 14:01** Within twenty-eight (28) calendar days from the receipt of the decision at Step 3 of the Grievance Procedure, the Union shall notify the Employer in writing of its desire to submit the grievance to arbitration, and said notice shall contain the Union's nominee to the Arbitration Board.
- 14:02** Within twenty-eight (28) calendar days from the receipt of the notice as provided in 14:01, the Employer shall notify the Union in writing of the Employer's nominee to the Arbitration Board.
- 14:03** Within fourteen (14) calendar days from the receipt of the notice as provided in 14:02, the two nominees shall select a third member who shall be the Chairperson of the Arbitration Board.
- 14:04** If, in the event the two nominees fail to agree upon a third member within the applicable time limits specified, the selection of a Chairperson may be referred to the Minister of Labour by either party.
- 14:05** Within fourteen (14) calendar days following the selection of the Chairperson, the Board shall commence hearings and shall hear evidence and arguments submitted by or on behalf of the parties relevant to the matter submitted.
- 14:06** The Arbitration Board shall render its decision in writing to the Union and the Employer.
- 14:07** Any of the time limits referred to above may be extended by mutual agreement of the parties hereto.
- 14:08** The decision of the majority shall be the decision of the Board and such decision shall be final and binding on both parties. Where there is no majority decision, the decision of the Chairperson shall be the decision of the Board.
- 14:09** The Board 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.
- 14:10** Each party shall bear the expenses of their nominee to the Board and shall bear equally the expenses of the Chairperson of the Board.
- 14:11** Nothing herein shall prohibit the parties from agreeing on a single arbitrator. If the parties so agree, the provisions of this Article relating to an Arbitration Board shall apply, mutatis mutandis, to the single arbitrator.

### **ARTICLE 15 - SEXUAL HARASSMENT**

- 15:01 The parties **recognize** that the problem of sexual harassment may exist. However, the parties agree that sexual harassment **is unacceptable** in the workplace or in connection with the workplace.
- 15:02 The employee may forward a written **complaint** alleging sexual harassment directly to the Vice-President, Human Resources.
- 15:03 The Employer agrees to investigate **allegations** of sexual harassment and shall endeavour to resolve them in an **expeditious** manner.

### **ARTICLE 16 - CIVIL LIABILITY**

- 16:01 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 any legal process, or upon receipt of any action of proceedings as **hereinbefore** 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 **proceedings** 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 16:01 (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 17 - EMPLOYEE FILES**

- 17:01 Upon written request of an employee the personnel file of that employee shall be made available for the employee's full **examination**. Such examination shall be in the presence of a representative of the Employer. The employee has the option to have a Representative present.
- 17:02 An employee may request a copy of **specific** documents on the employee's personnel file. This provision shall not be **unreasonably** requested or denied.

## **ARTICLE 18 RESIGNATIONS**

- 18:01** 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.
- 18:02** 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.
- 18:03** 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.
- 18:04** Employees shall give written notice of resignation at least two (2) weeks prior to the date on which the resignation is to be effective. Notice of resignation shorter than the required two (2) weeks may only be given with the approval of the Employer.
- 18:05** An employee may, with the approval of the Employer, withdraw the notice of resignation at any time before the resignation becomes effective.

## **ARTICLE 19- CONTRACTING OUT**

- 19:01** Where work is to be contracted out which would result in the redundancy of employees in the bargaining unit, then the following procedure shall apply:
- (a) the Employer will provide the Union with one hundred and twenty (120) days notice;
  - (b) during the notice period the parties shall meet to facilitate potential retraining and/or redeployment opportunities.

## **ARTICLE 20 - TECHNOLOGICAL CHANGE**

- 20:01** Section 83 through 85 inclusive of The Labour Relations Act shall not apply during the term of this agreement.
- 20:02** 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.
- 20:03** For 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.
- 20:04** Where the Employer intends to introduce technological change, the following procedure will be followed:

2/22/21

- (a) the Employer will provide the Union with ninety (90) 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 21 - WORKERS' COMPENSATION**

- 21:01** 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.
- 21:02** Where an employee is injured on the job and is required to leave for medical treatment and/or is sent home by management due to the injury, the employee shall incur no loss in regular pay and benefits for the day on which the accident occurs.
- 21:03** Transportation to the nearest physician or hospital for employees requiring immediate medical care as a result of an on-the-job accident shall be provided by or at the expense of the Employer if it is not covered by a medical plan.

**ARTICLE 22 - LAY OFF**

- 22:01** Where the Employer determines that a lay-off(s) is necessary, the Employer shall determine the gaming facility and classification(s) from which the lay-off(s) are to take place.
- 22:02** Subject to this Article, the Employer shall determine the group of employees concerned within each gaming facility and classification from which employees are to be laid-off.
- 22:03** In determining the order of lay-off within the group of employees concerned within each gaming facility and classification, seniority at time of notice per 22:05 below, 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.
- 22:04** Where the lay-off(s) of employee(s) are necessary, the Employer shall provide the Union with written notice not less than four (4) weeks prior to the date of lay-off(s).
- 22:05** Where the Employer is laying off an employee, the employee shall receive four (4) weeks notice of lay-off or pay in lieu thereof. One weeks pay in lieu of notice shall be determined by calculating the average regular weekly hours paid over the eight (8) week period immediately preceding the date of notice.
- 22:06** Where an employee alleges that his or her lay-off or recall 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 Step 2 of the Grievance Procedure.

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**22:07** Employees who are laid-off shall be placed on a re-employment list for the gaming facility for a period of twelve (12) months from the effective date of the lay-off.

**22:08** Employees who are placed on a re-employment list shall be called back to their positions in reverse order of lay-off to the gaming facility and in the classification from which the employee was laid-off.

**22:09** An employee who is on the re-employment list must:

- (a) report in writing any change of address to the Employer without delay;
- (b) if called back, respond to the call-back within seven (7) calendar days of receipt of notification of call-back. Notice of recall shall be made by registered mail to the last known address filed by the employee;
- (c) return to work within fourteen (14) calendar days of receipt of notification of call-back or such other date as may be agreed upon between the employee and the Employer;
- (d) accept a call-back or be deemed to have resigned.

**22:10** Employees on the re-employment list for their gaming facility shall receive first consideration for vacancies at the other two gaming facilities.

**22:11** For the purpose of this Article, the gaming facilities are:

- Crystal Casino - Hotel Fort Garry, Broadway Avenue
- McPhillips Street Station - McPhillips Street
- Club Regent - Regent Avenue

**ARTICLE 23 - VACATION**

**23:01** Where an employee is entitled to receive benefits under The Vacations With Pay Act which are greater than the benefits herein provided, that employee shall receive the benefits provided under The Vacations With Pay Act.

**23A - Casino Employees Only**

**23A:01** For purposes of this Agreement, a vacation year is the period beginning on the first day of April and ending on the thirty-first day of March next following.

**23A:02** (a) Employees shall earn vacation credit (hours) with regular pay based on the following formula:

vacation leave (hours) =

accumulated regular hrs worked in prior vacation year

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x no. of eligible weeks

Note: No. of eligible weeks will be either two (2) or three (3)

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- (b) For purposes of calculation, at the beginning of the vacation year in which one (1) year of accrued seniority will be completed, the employee shall receive vacation credit (hours) based on the formula in 23A:02(a) where the number of eligible weeks in that formula equals two (2).
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- (c) For purposes of calculation, at the beginning of the vacation year in which three (3) years of accrued seniority will be completed, the employee shall receive vacation credit (hours) based on the formula in 23A:02(a) where the number of eligible weeks in that formula equals three (3).
- (d) When computing vacation leave:
- (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.

**23A:03** Regular pay for each week of vacation as per 23A:02(b) and (c) is based on the employee's average weekly pay.

**23A:04** The employee's vacation leave entitlement shall be reduced by the number of hours the employee is scheduled to work during the period of approved vacation leave.

**23A:05** For the purposes of this Article, one (1) year of accumulated service is equal to one thousand nine hundred and fifty (1,950) regular hours worked exclusive of overtime hours.

**23A:06** Vacation leave shall be taken in the vacation year following the vacation year in which it is earned. No vacation leave will be carried forward to the next following year. ✓

**23A:07** Notwithstanding 23A:06, 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.

**23A:08** Vacation pay for part-time employees shall be pro rated.

### **23B - Entertainment Centres Employees Only**

**23B:01** For purposes of this Agreement, a vacation year is the period beginning on the first day of April and ending on the thirty-first day of March next following.

**23B:02** Employees shall earn vacation as follows:

- (a) an employee who has completed less than three (3) years accumulated service shall earn vacation at the rate of four percent (4%) per annum. ✓

(b) commencing with the first of the bi-weekly pay period in which an employee completes three (3) years of accumulated service the employee shall earn vacation at the rate of six percent (6%) per annum.

**23B:03** For part-time employees vacation earned per 23B:01 shall be paid out with the employee's regular bi-weekly pay. Effective April 1, 1997 Article 23B:03 shall no longer apply.

**23B:04** Vacation shall be calculated on regular hours worked and shall be exclusive of overtime and any and all other premiums.

**23B:05** For purposes of this Article a year of accumulated service shall be two thousand and eighty (2,080) regular hours worked.

**23B:06** Vacation leave shall be taken in the vacation year following the vacation year in which it is earned. No vacation leave will be carried forward to the next following year.

**23B:07** Notwithstanding 23B:06, 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.

**23B:08** Vacation pay for part-time employees shall be pro-rated.

#### ARTICLE 24 - TRANSPORTATION

**24:01** Where an employee is authorized to use his privately owned vehicle on the Employer's business he shall be reimbursed as follows:

- (a) Distance up to 10,000 kilometers (km) per year = 29.8 cents/km
- (b) Distance over 10,000 kilometers (km) per year = 23.4 cents/km
- (c) Distance is that accumulated in the period - April 1<sup>st</sup> to March 31
- (d) The use of a privately-owned motorcycle, when authorized shall be reimbursed at the following rate: 14.8 cents/km

**24:02** Where the place of employment and the place of residence of an employee are both within the boundaries of a 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.

**24:03** 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.

**ARTICLE 25 - TRAINING**

- 25:01 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 classroom hours.
- 25:02 Overtime shall be paid in accordance with Article 29 for classroom hours required in addition to the employee's regularly scheduled shift hours.
- 25:03 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.

**ARTICLE 26 - UNIFORMS AND PROTECTIVE CLOTHING**

- 26:01 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.
- 26:02 Where uniforms and protective clothing are supplied, the Employer agrees to furnish, replace or repair such clothing when damaged in the performance of the employee's duties.
- 26:03 Where uniforms are supplied for employees of the Crystal Casino, the cleaning of uniforms shall be the responsibility of the Employer. For the purposes of 26:03, uniforms shall mean only tuxedo pants, and tuxedo vest, and tuxedo jacket, and tuxedo cummerbund, and tuxedo tie, and tuxedo skirt.
- 26:04 Notwithstanding any other provision of this Agreement, where an employee disputes the provision of a uniform and/or protective clothing in accordance with this Article, the employee may file a grievance in accordance with the Grievance Procedure, and the decision at Step 2 shall be final for such grievance.

**ARTICLE 27 - SENIORITY**

- 27:01 "Seniority" is defined as an employee's accumulated regular hours worked in a classification under the terms and conditions of this collective agreement. For the purposes of this Article, regular hours worked shall include any leave of absence with pay.

Employees temporarily assigned to work in a classification not covered by this collective agreement will continue to accumulate regular hours worked for the purpose of seniority.

- 27:02 An employee will lose all seniority on termination of employment.
- 27:03 The seniority list will be prepared by April 1 each year by the Employer based on service up to and including December 31 of the previous year. The list will be posted at work locations in accordance with 9:03 and a copy will be forwarded to the Union.

- 27:04** (a) A full-time or part-time **employee** who is converted to casual is covered only by the terms and conditions of **Article 42** 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 the employee does not **accumulate** credit for hours worked as a casual employee, the employee shall **not lose** credit for hours already accumulated. The employee will also retain, **but not be able to utilize** the earned sick leave credits or service for vacation **purposes**, unless the employee is subsequently reconverted to full-time or part-time.
- (b) A casual employee who is **converted** to part-time or full-time status is considered to be a new-hire for **purposes** of the collective agreement and receives no credit for **accumulated** regular hours worked as a casual employee.

### **ARTICLE 28 - HOURS OF WORK**

- 28:01** Hours of work shall be as assigned by **the Employer**. The Employer shall only pay for hours worked which will include **rest periods** but **exclude meal breaks**.
- 28:02** Where an **employee** works for **five (5) or more consecutive hours**, an unpaid meal period of between **one-half (1/2) hour and one (1) hour** will be provided.
- 28:03** An employee who works a minimum of **four (4) consecutive hours** shall receive one **fifteen (15) minute rest period** for each **period so worked**.
- 28:04** Work schedules shall be posted, **wherever possible**, **two (2) weeks** prior to the commencement of said schedule.
- 28:05** The parties hereto agree to the **following terms and conditions** with respect to the changing of a 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**.
- 48 D1'* (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 1/2x)** for all hours worked for the first **shift which** varies from the posted schedule.
- 28:06** Where an employee is called in to work he shall be paid for all hours worked or for **three (3) hours** at his regular rate, which **is greater**.
- 28:07** For clarification purposes, the regularly **cheduled hours of work per bi-weekly** shall not exceed **eighty (80) hours** when **aver ged** over the agreed number of weeks in the work schedule.
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- 28:08** (a) Subject to the approval of the Employer, two (2) employees may mutually request to exchange shifts. Such requests shall not be unreasonably denied.
- (b) The Employer shall not incur any additional costs as a result of an approved shift exchange.
- (c) The shift exchange shall occur within the same bi-weekly pay period.

### **ARTICLE 29 - OVERTIME**

**29:01** The Employer or authorized supervisory official may require employees under his/her authority to work overtime. "Authorized overtime" shall mean overtime authorized by the Employer and where the term "overtime" is used in this Agreement, it shall mean "authorized overtime".

**29:02** Overtime shall be considered for full time employees for only those hours worked in addition to the employee's regularly scheduled shift hours.

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.

For casual employees overtime shall be considered only when the hours worked exceed both the scheduled hours and eight (8) hours per day.

**29:03** Employees shall receive overtime compensation at the rate of one and one-half (1 1/2x) times their regular rates for all Overtime hours worked.

- 29:04** (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.

- 29:05** (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 29:05(a) shall not be unreasonably denied by the Employer.

**29:06** 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.

### **ARTICLE 30 - HOLIDAYS**

**30:01** The following are recognized holidays:

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|--|--|
| (a) New Year's Day                             | (g) Labour Day   |
| (b) Good Friday                                | (h) Thanksgiving Day   |
| (c) Easter Sunday                              | (i) Remembrance Day  |
| (d) Victoria Day                               | (j) Christmas Eve  |
| (e) Canada Day                                 | (k) Christmas Day  |
| (f) Civic Holiday<br>(first weekend in August) | (l) Any other Holiday proclaimed by<br>Federal or Provincial Statute |

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**30:02** An employee shall be entitled to his regular pay for the holidays listed in 30:01, and when required to work on the holiday, in addition to his regular pay shall be compensated at time and one-half (1 1/2x) for all hours worked.

**30:03** 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.

**ARTICLE 31 - SICK LEAVE**

**31:01** 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.

**31:02** Sick leave credit shall accumulate at a rate of eight (8) hours per one hundred sixty-eight (168) regular hours worked.

**31:03** Sick leave credit shall not accumulate beyond three hundred (300) hours.

**31:04** Sick leave shall not be paid for the first eight (8) hours of each absence for illness or injury. ✓

**31:05** An employee shall not be eligible for sick leave with pay in excess of the employee's accrued sick leave credit as of the commencement of the illness or injury.

**31:06** An employee's sick leave credit shall be reduced by the amount of sick leave paid by the Employer for the absence.

**31:07** The Employer may require the employee to provide an acceptable medical certificate as certified by a duly qualified medical practitioner that the employee was unable to be at work as a result of illness or injury.

**ARTICLE 32 - COMPASSIONATE LEAVE**

**32:01** An employee shall be entitled to compassionate leave of three (3) scheduled shifts leave in the event of the death of a member of the employee's immediate family.

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**32:02** For purposes of granting compassionate leave, immediate family is defined as father, mother, brother, sister, spouse, child or ward of the employee, or relative permanently residing in the employee's household or with whom the employee permanently resides.

**32:03** An employee shall be entitled to one (1) scheduled shift leave to attend the funeral of an employee's father-in-law, mother-in-law, son-in-law, daughter-in-law, brother-in-law, sister-in-law, aunt, uncle, grandchild or grandparent.

**32:04** 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.

**32:05** An employee shall be entitled to an additional two (2) scheduled shifts leave, requested for the purpose of attending a funeral at a distance.

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**32:06** Compassionate leave shall be calculated by multiplying the number of days an employee would be eligible by eight (8) hours and then multiplying by the pro rating factor,

**32:07** For purposes of interpretation, an employee shall only be eligible under 32:03, 32:04 and 32:05, where the employee was scheduled to work.

**ARTICLE 33 - ADOPTIVE PARENT LEAVE**

**33:01** 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.

**33:02** The Adoptive Parent Leave referred to in 33:01, shall be calculated by multiplying eight (8) hours times the pro-rating factor

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**ARTICLE 34- PATERNITY LEAVE**

**34:01** A male employee shall be granted one (1) scheduled shift leave, to attend to the needs directly related to the birth of his child. At the employee's option, such leave shall be granted on the day of, or the day following the birth of his child, or the day of his wife's admission to, or discharge from hospital.

**34:02** The Paternity Leave referred to in 34:01, shall be calculated by multiplying eight (8) hours times the pro-rating factor.

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**ARTICLE 35 - MATERNITY LEAVE**

**35:01** An employee who qualifies for Maternity Leave may apply for such leave in accordance with either Plan A or Plan B but not both.



**PLAN "A"**

**35:02** In order to qualify for Plan A, a **pregnant employee must:**

- (a) have completed nine (9) **continuous months** of employment with the Employer;
- (b) submits 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.

**35:03** 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 35:02(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 35:02(c), and the actual date of delivery, if delivery occurs after the date mentioned in that certificate;
- (c) the Employer may vary **the length of maternity** leave upon proper certification by the attending physician.

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- 35:04**
- (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 Unemployment Insurance **waiting period**.
  - (b) Should the employee not **return to** work following her Maternity Leave for a period of employment **sufficient to allow** for reaccumulation of the number of sick days granted under 35:04(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"**

**35:05** 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 the Human Resource Development Canada (**H.R.D.C.**)

and limited to Maternity Leaves commencing on or after that date, the provisions of Plan B will come into effect.

**35:06** In order to qualify for Plan B, a **pregnant employee must:**

- (a) have completed nine (9) 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 Unemployment Insurance benefits and that the H.R.D.C. has agreed that the employee has qualified for and is entitled to such Unemployment Insurance benefits pursuant to Section 18, Unemployment Insurance Act.

**35:07** An applicant for Maternity Leave under Plan B must sign an agreement with the Employer providing 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 36 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 36, 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.

**35:08** At the employee's request, the Employer may authorize an employee who has received Maternity Leave under Plan B to return to work on a part-time basis for a period of twelve (12) months.

**35:09** An employee who qualifies is entitled to a Maternity Leave consisting of:

- (a) a period not exceeding seventeen (17) weeks if delivery occurs on or before the date of delivery specified in the certificate mentioned in 35:06(c); or
- (b) a period of seventeen (17) weeks plus an additional period equal to the period between the date of delivery specified in the certificate mentioned in 35:06(c), and the actual date of delivery, if delivery occurs after the date mentioned in that certificate;
- (c) the Employer may vary the length of Maternity Leave upon proper certification by the attending physician.

**35:10** 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;

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- (b) for up to a maximum of fifteen (15) additional weeks, payments equivalent to the difference between the Unemployment 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 35:09, shall be on a leave without pay basis.

**35:11** During the period of Maternity Leave, benefits will not accrue. However, the period of Maternity Leave will count as service towards eligibility for long service vacation and long service sick leave entitlement.

**35:12** Where an employee's anniversary date falls during the period of Maternity Leave under Plan A or B, the employee shall be eligible to receive a merit increase effective the date upon which she returns to her position of employment.

**35:13** Sections 36(1.1) through 36(1.9) inclusive, of the Employment Standards Act respecting Maternity Leave shall apply "mutatis mutandis".

**ARTICLE 36 - PARENTAL LEAVE**

**36:01** 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.

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**36:02** An employee who qualifies under 36:01, must:

- (a) have completed nine (9) continuous months of employment; and
- (b) submit to the Employer an application in writing for Parental Leave at least four (4) weeks before the day specified in the application as the day on which the employee intends to commence the leave.

**36:03** An employee who qualifies in accordance with 36:01 and 36:02, is entitled to Parental Leave without pay for a continuous period of up to seventeen (17) weeks.

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**36:04** Subject to 36:05, 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.

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**36:05** 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.

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**ARTICLE 37 - DENTAL PLAN**

**37:01** The parties agree to the continuation of the dental services plan with such changes as agreed upon in a separate Memorandum of Agreement.

**ARTICLE 38 - COURT LEAVE**

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**38:01** 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.

**38:02** An employee eligible for court leave in accordance with **38:01**, shall be paid for all scheduled hours while absent on **approved** court leave.

**ARTICLE 39 - ACTING STATUS**

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**39:01** Where the Employer or his designate **directs** an employee employed in one position to temporarily take over the duties and **responsibilities** of some other position having a higher grade of pay, and provided the **employee** takes over and continues to perform for ten (10) or more consecutive **working** days the duties and responsibilities of that other position with acting status and shall be paid at the rate of pay for that other position from the date of taking over the duties and responsibilities of that other position until the temporary **appointment** is revoked; and upon the temporary appointment being revoked he shall, **unless** he is appointed or promoted to some other position, revert to his original position and be paid at the rate of pay for his original position that he would be paid if he had **never** held the temporary appointment.

**39:02** For purposes of interpretation of this **Article**, "***the duties and responsibilities***" under this Article means the duties and **responsibilities** that would have been performed by the incumbent during the period in **which** he has been replaced.

**ARTICLE 40 - MERIT INCREASE**

**40:01** "**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.

**40:02** The initial anniversary date of an **employee** shall be established as the first of the month which follows the date on which **the** employee commenced employment.

**40:03** 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.

**40:04** 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.

**40:05** Where an employee has not accumulated one thousand (1,000) hours in 40:04, he shall be eligible for a merit increase review upon the completion of one thousand (1,000) regular hours.

**40:06** Where an employee is granted a merit increase in accordance with 40:05:

- (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.

**40:07** Where an employee has been denied a merit increase on his anniversary date, the employee shall be notified in writing of the reason for the denial. The employee shall have the right to appeal that decision to the General Manager. The decision of the General Manager shall be final.

**ARTICLE 41-NO DISCRIMINATION**

**41:01** It is agreed that there shall be no discrimination against any employee by the Employer or the Union because of race, creed, color, political beliefs, age, sex, national origin, place of origin, or Union activity.

**ARTICLE 42-CASUAL EMPLOYEES**

**42:01** The following Articles, and only the following Articles of this Agreement, are applicable to a casual employee:

- (a) **Definitions** - Article 1
- (b) **Recognition** - Article 2
- (c) **Management Rights** - Article,3
- (d) **Union Security** - Article 4
- (e) **Duration** - Article 7
- (f) **Union Business** - Article 9 - except 9:01 c)
- (g) **Rights of Stewards** - Article 10
- (h) **Joint Committees** - Article 11
- (i) **Grievance Procedure** - Article 13 - Applicable to casual employees only in reference to Article 42. The decision at Step 2 shall be final for all such grievances
- (j) **Sexual Harassment** - Article 15
- (k) **Civil Liability** - Article 16
- (l) **Workers Compensation** - Article 21
- (m) **Uniforms and Protective Clothing** - Article 26
- (n) **Hours of Work** - Article 28:01, 28:02, 28:03
- (o) **Overtime** - Article 29:01, 29:02, 29:03
- (p) **No Discrimination** - Article 4 1
- (q) **Shift Premium** - Article 44

**42:02** Casual employees hired after July 23, 1995 shall be paid as follows:

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| Coatcheck (Casual)                          | \$6.20/hour |
| Caller/Checker (Casual)                     | 6.39/hour   |
| Volunteer Coordinator (Casual)              | 6.39/hour   |
| Porter (Casual)                             | 6.39/hour   |
| Customer Security Representative I (Casual) | 6.39/hour   |
| Slot Attendant I (Casual)                   | 7.16/hour   |
| Cashier (Casual)                            | 8.18/hour   |
| Dealer (Casual)                             | 8.1 G/hour  |

- 42:03** (a) If a casual employee has not worked within a period of forty-five (45) consecutive calendar days the employment relationship will be severed at the sole discretion of the Employer.
- (b) The Employer is under no obligation to offer work to a casual employee.
- 42:04** The terms of this Article shall only apply to casual employees employed in a position listed in 42:02.

**ARTICLE 43 - OVERTIME AND COMPENSATORY LEAVE**

- 43:01** This Article shall apply to all overtime worked by employees.
- 43:02** The existing provisions on overtime will apply to all overtime credits earned up to forty (40) hours per fiscal year. E.g. Twenty (20) hours overtime worked at one and one-half times (1 1/2x) equals thirty (30) overtime credits.
- 43:03** For any overtime credits earned beyond forty (40) hours in the fiscal year the following provisions of this Article will apply.
- 43:04** All overtime worked by employees shall be banked. *u/ \*
- 43:05** 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.
- 43:06** Where an agreement is not reached, the Employer shall determine whether pay or time off will be granted.
- 43:07** 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.
- 43:08** Where an agreement is not reached, the Employer shall determine when the time off is to be taken.
- 43:09** Where the Employer determines when the time off is to be taken under 43:08, 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.

**43:10** Nothing in 43:09, restricts the Employer and employee from agreeing to alternative arrangements.

**43:11** This Article is effective April 1, 1995 and applies to all overtime worked on and after that date. No recovery will be made for any overtime cashed out prior to the date of signing of the agreement or where an agreement has been reached as of that date between an employee and the Employer on cashing out the overtime.

**ARTICLE 44 - SHIFT PREMIUM**

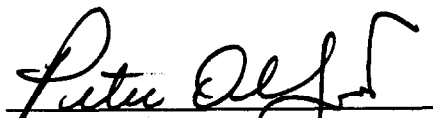
**44:01** Effective April 1, 1997 an employee who works between 9:00 p.m. and 6:00 a.m. shall receive a shift premium of twenty cents (\$.20) per hour for all regular hours of work or portions thereof, worked between 9:00 p.m. and 6:00 a.m. in addition to his/her regular pay.

**44:02** Effective April 1, 1998 this rate will be increased to thirty cents (\$.30) per hour.

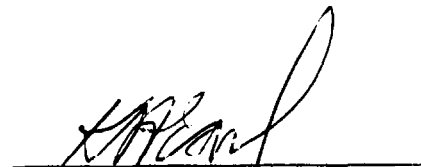
**44:03** Effective October 1, 1998 this rate will be increased to forty cents (\$.40) per hour.

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10/1/98

In witness whereof the President and Chief Executive Officer, Manitoba Lotteries Corporation, has hereunto set his hand for, and on behalf of the Manitoba Lotteries Corporation, and the Representative of the Manitoba Government Employees' Union has hereunto set his hand for, and on behalf of, the Manitoba Government Employees' Union.

  
On Behalf of the Manitoba  
Government Employees Union

Sept 30/96  
Date  
for

  
President and Chief Executive  
Officer, Manitoba Lotteries  
Corporation

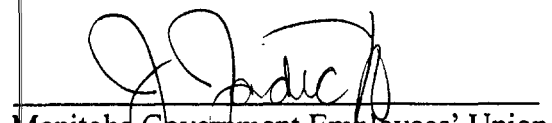
  
Witness


  
Witness

  
Manitoba Government Employees' Union  
Bargaining Committee

  
Manitoba Government Employees' Union  
Bargaining Committee

  
Manitoba Government Employees' Union  
Bargaining Committee

  
Manitoba Government Employees' Union  
Bargaining Committee

  
Manitoba Government Employees' Union  
Bargaining Committee



**APPENDIX A**

**AGREED LIST OF EXCLUDED POSITIONS**

- Directors and those above the rank of **Director**;
- Corporate Controller; Senior Auditor; **Internal Auditor**;
- Communications **Officer**; Consumer and Corporate Affairs Officer; Media Relations Coordinator;
- Human Resource Officers; Human **Resource** Representatives; Human Resource Clerks; Human Resource Clerk-Typists;
- Security Systems Specialist I and II; **Employment** Investigator;
- Manager in each of the following **areas**: Corporate Planning and Performance; Payroll; Purchasing; Licensing **Audit**; Surveillance; Marketing, Research and Planning; Information Systems Projects;
- Product Manager in each of the **following areas**: **Casino**; Entertainment Centres; Video **Lotto**; On-Line Games; Instant and **Break Open Games**;
- Entertainment Centres: General **Managers** and **Administrative** Assistants to the General Manager'; Controllers; **Operations** Managers; Maintenance Managers; Relief Manager; the Manager in each of the **following areas**: Slots, Bingo, Security and Administration and Banking; the **Duty** Managers in each of the following areas: Slots, Bingo, Security and **Administration** and Banking; Surveillance Technicians and Surveillance Technicians - Gaming;  
Video **Lotto** Operation: General **Manager** and Administrative Assistant to the General Manager; Controller; **Operations** Manager; Technical Services Manager; Gaming Inspectors and Senior Gaming **Inspectors**;
- Casino: General Manager and **Administrative** Assistant to the General Manager; Assistant General Manager; **Controller**; Manager in each of the following areas: Security and Administration, Slots, **Table Games** and Casino Bank; the Duty Manager in each of the following areas: **Security and Administration**, Slots, Table Games, and Casino Bank; Surveillance Technicians; **Surveillance** Technicians - Gaming;
- One Senior Clerk Typist in the **Executive Division**;
- Administrative Assistants to the **Vice-Presidents**;
- Administrative Assistant to the President and Chief Executive Officer;
- Administrative Assistants to the **Director** of Security and the Director of Corporate Communications.

<sup>1</sup> Val Neyedley, Administrative Assistant to the General manager at Club Regent, will remain in the bargaining unit while she continues to occupy this position. The position will be excluded from the bargaining unit when she vacates the position.

**MEMORANDUM OF AGREEMENT**

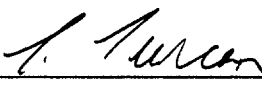
**SUBJECT: DENTALPLAN**

The parties agree to change the existing Dental Plan in accordance with the following:

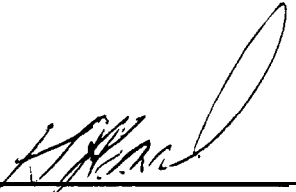
Effective the first of the month following the date of signing of the Agreement, and limited to dental work performed on and after that date, the basis for payment for covered services shall be changed from the 1995 Manitoba Dental Association Fee Schedule to the 1996 Manitoba Dental Association Fee Schedule.

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For 1997 and 1998 amend the fee schedule only if the fee schedule is amended for employees employed by the Province of Manitoba and included in the Government Employees' Master Agreement. The changes would take place at the same time as the GEMA changes.



On Behalf of the Manitoba Government Employees' Union



On Behalf of the Manitoba Lotteries Corporation

Sept 30/96  
Date

**MEMORANDUM OF AGREEMENT**

**SUBJECT: PRO-RATING FACTOR**


Where the term pro-rating factor is used in this collective agreement it shall be calculated as follows:

1) **REGULARLY SCHEDULED HOURS IN THE PRECEDING TWO FULL BI-WEEKLY PAY PERIODS** ÷ 160

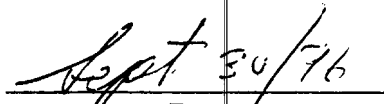
e.g. Holiday calculation:

- (i) Holiday shall be deemed to fall in the third full **bi-weekly** pay period.
- (ii) **Calculate regularly scheduled hours 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.

2) For the purpose of this Memorandum **regularly** scheduled hours shall be regularly scheduled hours exclusive of overtime hours worked.

  
 \_\_\_\_\_  
 On Behalf of the Manitoba  
 Government Employees' Union

  
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 On Behalf of the Manitoba  
 Lotteries Corporation

  
 \_\_\_\_\_  
 Date

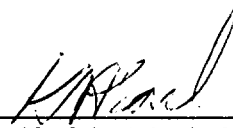
**MEMORANDUM OF AGREEMENT**

**SUBJECT: FULL-TIME HOURS OF WORK**

- 1) Wherever possible, the hours of work for full-time employees will be eighty (80) hours bi-weekly and shall be no less than seventy-four (74) hours bi-weekly.
- 2) Notwithstanding 1) above, the hours of work for full-time employees classified as receptionist shall be no less than seventy-two (72) hours bi-weekly.



\_\_\_\_\_  
On Behalf of the Manitoba  
Government Employees' Union



\_\_\_\_\_  
On Behalf of the Manitoba  
Lotteries Corporation

*Sept 30/76*  
\_\_\_\_\_  
Date

**MEMORANDUM OF AGREEMENT**

**SUBJECT: PENSION PLAN**

The Employer agrees to the continuation of the Pension Plan where the Employer shall match employee contributions on the following basis:

- |    |  |  |  |
|----|--|--|--|
| 1. | <u>Total Employer Contribution</u><br>1% |  | <u>Total Employee Contribution</u><br>1% |
|----|--|--|--|
2. Effective April 1, 1998 the contribution rate shall be adjusted to provide for an additional 1/2% voluntary employee contribution to be matched by the Employer.
  3. Effective March 27, 1999 the contribution rate shall be adjusted to provide for an additional 1/2% voluntary employee contribution to be matched by the Employer. The total voluntary contribution for participating employees shall be 1%.
  4. The parties shall appoint one person each to a committee for the purpose of determining the parameters for implementation of the voluntary portion of the plan.



*L. Turcan*

On Behalf of the Manitoba  
Government Employees' Union

*[Handwritten Signature]*

On Behalf of the Manitoba  
Lotteries Corporation

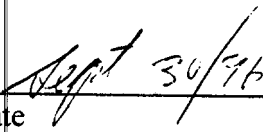
*Sept 30/96*  
Date

**LETTER OF UNDERSTANDING**

SUBJECT:           **REST PERIODS**  
                          **CRYSTAL CASINO**

- 1)    The Employer agrees to maintain **current** work/rest period configurations for the Dealer and Inspector classifications, for the term of this Agreement.
  
- 2)    Notwithstanding 1), the Employer reserves the right to revise work/rest period configurations in order to accommodate short term emergency staffing requirements.

  
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President and CEO  
Manitoba Lotteries Corporation

  
\_\_\_\_\_  
Date

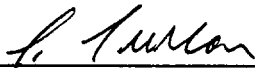
**MEMORANDUM OF AGREEMENT**

**PERMANENT CLOSURE - GAMING FACILITY**

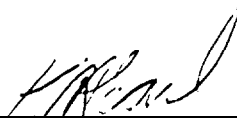
In the event of the permanent closure of a gaming facility, as determined by management;

1. If lay-offs are necessary, Article 22 will not be restricted to the affected gaming facility.
2. If the gaming facility is relocated in whole or in part to another location, (existing or new facility) employees will be relocated by management to the new gaming facility or an existing facility.

This memorandum of agreement will terminate March 27, 1999.



\_\_\_\_\_  
On Behalf of the Manitoba  
Government Employees' Union



\_\_\_\_\_  
On Behalf of the Manitoba  
Lotteries Corporation

*Sept 30/96*  
\_\_\_\_\_  
Date

**PAY PLAN**

**EFFECTIVE JULY 23, 1995**

| <b>JOB TITLE</b>              | <b>STEP 1</b> | <b>STEP 2</b> | <b>STEP 3</b> |
|-------------------------------|---------------|---------------|---------------|
| Bank Supervisor               | 14.60         | 15.05         | 15.50         |
| Cashier                       | 9.38          | 9.67          | 9.96          |
| Coat Check                    | 6.20          | 6.39          | 6.58          |
| Countroom Cashier             | 9.38          | 9.67          | 9.96          |
| Countroom Supervisor          | 14.60         | 15.05         | 15.50         |
| Customer Security Rep. I      | 7.30          | 7.53          | 7.76          |
| Customer Security Rep. II     | 9.38          | 9.67          | 9.96          |
| Customer Service Rep.         | 9.38          | 9.67          | 9.96          |
| Dealer *                      | 9.64          | 9.94          | 10.24         |
| Games Instructor              | 16.54         | 17.05         | 17.56         |
| Inspector                     | 14.60         | 15.05         | 15.50         |
| Janitor                       | 11.21         | 11.56         | 11.91         |
| Kiosk Clerk                   | 6.69          | 6.90          | 7.11          |
| Kiosk Supervisor              | 9.19          | 9.47          | 9.75          |
| Maintenance Supervisor        | 15.47         | 15.95         | 16.43         |
| Porter                        | 7.30          | 7.53          | 7.76          |
| Porter-Day Shift (Leadhand)   | 9.38          | 9.67          | 9.96          |
| Porter-Night Shift (Leadhand) | 9.38          | 9.67          | 9.96          |
| Receptionist                  | 12.51         | 12.90         | 13.29         |
| Senior Cashier                | 11.48         | 11.83         | 12.18         |
| Slot Attendant 1              | 8.33          | 8.59          | 8.85          |
| Slot Attendant 2              | 9.38          | 9.67          | 9.96          |
| Slot Attendant 3              | 11.48         | 11.83         | 12.18         |
| Slot Attendant 4              | 14.08         | 14.52         | 14.96         |

| <b>JOB TITLE</b>       | <b>STEP 1</b> | <b>STEP 2</b> | <b>STEP 3</b> | <b>STEP 4</b> | <b>STEP 5</b> | <b>STEP 6</b> |
|------------------------|---------------|---------------|---------------|---------------|---------------|---------------|
| Caller/Checker         | 7.42          | 7.67          | 7.93          | 8.18          | 8.43          | 8.68          |
| Volunteer Co-Ordinator | 7.42          | 7.67          | 7.93          | 8.18          | 8.43          | 8.68          |

\* Plus \$0.25/hr. for each additional game certified to deal and that is currently being offered to the public for play.

Where the Employer determines that a game will no longer be offered to the public, the Employer will provide two (2) weeks notice of cessation and the premium will cease two (2) weeks after the game is no longer available to the public.

Employees on payroll as of July 23, 1995 who currently receive the \$0.25/hr. premium for games not available to the public as of this date shall continue to do so.