

MANITOBA LOTTERIES CORPORATION

OPERATIONS AGREEMENT

THIS AGREEMENT made effective as of this 30th day of March, 1999

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 25, 2000

NUMERICAL INDEX

<u>ARTICLE</u>	<u>SUBJECT</u>	<u>PAGE</u>
1	Definitions	1
2	Recognition	1
3	Management Rights	2
4	Union Security	2
5	Amendments to the Pay Plan	2
6	Pay	3
7	Duration	3
8	Probationary Period	3
9	Union Business	4
10	Rights of Stewards	5
11	Joint Committees	5
12	Disciplinary Action	5
13	Grievance Procedure	6
14	Arbitration Procedure	8
15	Sexual Harassment	9
16	Civil Liability	9
17	Employee Files	9
18	Resignations	10
19	Contracting Out	10
20	Technological Change	10
21	Workers' Compensation	11
22	Lay Off	11
23	Vacation	12
24	Transportation	13
25	Training	14
26	Uniforms and Protective Clothing	14
27	Seniority	14
28	Hours of Work	15
29	Overtime	16
30	Holidays	17
31	Sick Leave	17
32	Compassionate Leave	18
33	Adoptive Parent leave	19

<u>ARTICLE</u>	<u>SUBJECT</u>	<u>PAGE</u>
34	Paternity Leave	19
35	Maternity Leave	19
36	Parental Leave	21
37	Dental Plan	22
38	Court Leave	22
39	Temporary Assignment	22
40	Merit Increase	22
41	No Discrimination	23
42	Casual Employees	23
43	Overtime and Compensatory Leave	24
44	Shift Premium	25
	Memorandum of Agreement - Pro-Rating Factor	27
	Memorandum of Agreement - Full-Time Hours of Work	28
	Memorandum of Agreement - Pension Plan	29
	Memorandum of Agreement - Lump Sum Signing Bonus	30
	Memorandum of Agreement - Vision Care Plan	31
	Memorandum of Agreement - Registration Fees	32
	Letter of Understanding - Rest Periods Crystal Casino	33
	Pay Plan	34

ALPHABETICAL INDEX

<u>SUBJECT</u>	<u>ARTICLE</u>	<u>PAGE</u>
Adoptive Parent Leave	33	19
Amendments to the Pay Plan	5	2
Arbitration Procedure	14	8
Casual Employees	42	23
Civil Liability	16	9
Compassionate Leave	32	18
Contracting Out	19	10
Court Leave	38	22
Definitions	1	1
Dental Plan	37	22
Disciplinary Action	12	5
Duration	7	3
Employee Files	17	9
Grievance Procedure	13	6
Holidays	30	17
Hours of Work	28	15
Joint Committees	11	5
Lay off	22	11
Management Rights	3	2
Maternity Leave	35	19
Merit Increase	40	22
No Discrimination	41	23
Overtime	29	16
Overtime and Compensatory Leave	43	24
Parental Leave	36	21
Paternity Leave	34	19
Pay	6	3
Probationary Period	8	3
Recognition	2	1
Resignations	18	10
Rights of Stewards	10	5
Seniority	27	14

<u>SUBJECT</u>	<u>ARTICLE</u>	<u>PAGE</u>
Sexual Harassment	15	9
Shift Premium	44	25
Sick Leave	31	17
Technological Change	20	10
Temporary Assignment	39	22
Training	25	14
Transportation	24	13
Uniforms and Protective Clothing	26	14
Union Business	9	4
Union Security	4	2
Vacation	23	12
Workers' Compensation	21	11
Letter of Understanding - Rest Periods Crystal Casino		33
Memorandum of Agreement - Full-Time Hours of Work		28
Memorandum of Agreement - Lump Sum Signing Bonus		30
Memorandum of Agreement - Pension Plan		29
Memorandum of Agreement - Pro Rating Factor		27
Memorandum of Agreement - Registration Fees		32
Memorandum of Agreement - Vision Care Plan		31
Pay Plan		34

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.
- 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-5345 and No. MLB-5346 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 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 at 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 reduction, 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.
- 6:03 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 7 - DURATION

- 7:01 This Agreement shall be effective from date of signing and shall continue in effect up to and including March 25, 2000 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.

ARTICLES 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 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 aft the trial period of three (3) months.

In the event the employee proves unsatisfactory in the position during the trial period, or if the employee finds herself unable to perform the duties of the new position, she shall be returned to her former position, at her former salary. Any other employee promoted or transferred because of the re-arrangement of positions shall be returned to her former position at her former salary. A newly hired employee, in contrast, could be released.

8:04 The rejection on probation of an employee is not arbitrable.

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.

- 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 proceed 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

28:01 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:

- (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.
- 21:04 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 22 - LAY OFF

- 22:01 Where the Employer determines that a lay-off 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.

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; 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^aVACATION

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.

23:02 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.

23:03 Employees shall earn vacation leave (hours) as follows:

- (a) an employee who has completed less than two (2) years accumulated service, at the conclusion of the vacation year shall receive vacation leave (hours) at the rate of **four** percent (4%) of regular **hours** worked 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 accumulated service at the conclusion of the vacation year shall receive vacation leave (hours) at the rate of six percent (6%) of regular hours worked 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 seven (7) or more years accumulated service at the conclusion of the vacation year shall receive vacation leave (hours) at the rate of eight percent (8%) of **regular hours** worked 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) 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

23:04 Regular pay for each hour of vacation leave as per 23:03(a), (b) and (c) is based on the employee's hourly rate at the time the vacation leave is taken.

23:05 Vacation leave shall be calculated on regular hours worked and shall be exclusive of overtime and any and all other premiums.

23:06 For purposes of this Article a year of accumulated service shall be two thousand and eighty (2,080) regular hours worked.

23:07 No vacation leave will be carried forward to the next following vacation year.

23:08 Notwithstanding 23:07, 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-

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 1st 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 June 1 each year by the -Employer based on service up to and including March 31 of the current 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.

- (b) **Should an employee not receive at last 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 on 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, whichever is greater.

28:07 For clarification purposes, the regularly scheduled hours of work per bi-weekly shall not exceed eighty (80) hours when averaged over the agreed number of weeks in the work schedule.

28:08 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; and
- (d) the Employer shall not incur any additional costs as a result of an approved shift exchange.

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:

- | | |
|--|--|
| (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
(first weekend in August) | (l) Any other Holiday proclaimed by
Federal or Provincial Statute |

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 (a) Sick leave credit shall not accumulate beyond three hundred (300) hours.
- (b) Effective March 28, 1999, sick leave credits shall not accumulate beyond three hundred and forty (340) 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.
- 31:08 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.

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.
- 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.
- 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.

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.

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.

- 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;
- (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** b a s i s .

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.

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 ho must assume actual care and custody of his newborn child; or**
- (c) **adopt a child under the law of a province.**

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.

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.

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.

ARTICLE 37 - DENTAL PLAN

37:01 The parties agree to the continuation of the dental services plan. Effective April 1, 1999, and limited to dental work performed on and after that date, the basis for payment for covered services shall be changed to the 1999 Manitoba Dental Association Fee Guide.

ARTICLE 38 - COURT LEAVE

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 - TEMPORARY ASSIGNMENT

39:01 Where an employee is temporarily assigned the duties and responsibilities of another position within the bargaining unit having a higher maximum rate of pay for forty (40) consecutive hours or more, the employee shall be paid at the rate of pay for the higher position from the date of such temporary assignment until such temporary assignment is completed.

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 (a) The anniversary date of an employee shall be established as the first of the month which follows the date on which the employee commenced employment.

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

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 41**
- (q) **Shift Premium - Article 44**

42:02 (a) Effective April 1, 1999, the rate of pay for casual employees shall be \$1 .00/hour below the hiring rate of **pay** for the classification as listed in the Pay Plan unless otherwise specified below:

	<u>Rate Difference</u>
Coatcheck (Casual)	\$0.00/hour

(b) Casual employees will be paid at the hiring rate for the classification listed in the Pay Plan after eight hundred (800) hours worked from April 1, 1999. For calculation purposes, the hiring rate shall be paid effective the first of the bi-weekly pay period that follows the pay period in which 800 cumulative hours have been worked.

- 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.

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.

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 An employee who works between 9:00 p.m. and 6:00 a.m. shall receive a shift premium of forty cents **(\$.40)** per hour for all regular hours of work or portion thereof, worked between 9:00 p.m. and 6:00 a.m. in addition to his/her regular pay.
- 44:02 Effective April 4, 1999, the shift premium shall apply to all regular hours of work or portion thereof, worked between 8:00 p.m. and 6:00 a.m.
- 44:03 Effective October 1, 1999, the shift premium shall apply to all regular hours of work or portion thereof, worked between 7:00 p.m. and 6:00 a.m.

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.

Peter DeJong March 30/99
On Behalf of the Manitoba Date
Government Employees Union

W. Frank
President and Chief Executive
Officer, Manitoba Lotteries
Corporation

Ron Krisjanas
Witness

K. McLean
Witness

[Signature]
Manitoba Government Employees' Union
Bargaining Committee

[Signature]
Manitoba Government Employees' Union
Bargaining Committee

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Manitoba Government Employees' Union
Bargaining Committee

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Manitoba Government Employees' Union
Bargaining Committee

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Manitoba Government Employees' Union
Bargaining Committee

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 \div 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.

L. Turcan

On Behalf of the Manitoba
Government Employees' Union



On Behalf of the Manitoba
Lotteries Corporation


March 30, 1999
Date

MEMORANDUM OF AGREEMENT

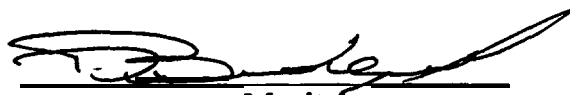
SUBJECT: FULL-TIME HOURS OF WORK

- i) 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

March 30, 1999
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>	<u>Total Employee Contribution</u>
2%	2%

2. All employees who enter into this bargaining unit on or before/October 1, 1997 are required to participate in the Pension Plan.

3. Employees with continuous service in this bargaining unit prior to October 1, 1997 are required to participate in the Pension Plan at a contribution rate of 1%, except where the employee has voluntarily agreed to the contribution rates indicated in point 1 above.

4. 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 Lotteries Corporation pension plan



On Behalf of the Manitoba
Government Employees' Union



On Behalf of the ~~Manitoba~~
Lotteries Corporation

March 30 1999
Date

MEMORANDUM OF AGREEMENT

SUBJECT: LUMP SUM SIGNING BONUS

A one-time lump sum signing bonus will be paid to all employees on staff as of March 29, 1999. The bonus is not subject to MLC pension deduction.

The amount of the payment will be one and one-half percent (1 1/2 %) of the employee's basic pay during the base period. The base period is March 8, 1998 to March 6, 1999. The basic pay is the amount an employee has been paid for regular hours worked and all other hours paid at regular rates. Example: vacation. It will not include any premiums, allowances, overtime hours or any other hours whether unpaid or partially paid. Example: unpaid sick leave.



On Behalf of the Manitoba
Government Employees' Union



On Behalf of the Ma&t&-
Lotteries Corporation


March 30, 1999
Date

MEMORANDUM OF AGREEMENT


SUBJECT: VISION CARE PLAN

The parties agree to implement a Vision Care Plan effective April 1, 1999, as follows:

- (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 payment under the Plan will be up to one hundred and ninety dollars (\$190) every twenty-four (24) months for an employee or dependent.
- (d) Coverage will include prescription lenses and eye examinations.
- (e) The fee guide will be the 1999 optometrist/ophthalmologist fee guide.



On Behalf of the Manitoba
Government Employees' Union



On Behalf of the Manitoba
Lotteries Corporation

March 30, 1999
Date

MEMORANDUM OF AGREEMENT

SUBJECT: REGISTRATION FEES

The parties recognize that the Gaming Control Commission, under THE GAMING CONTROL AND CONSEQUENTIAL AMENDMENTS ACT requires that employees of the Manitoba Lotteries Corporation pay a registration fee to the Commission and such fee must be forwarded directly to the Commission by the Corporation.

The Corporation shall pay the registration fee for current employees.

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

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



On Behalf of the Manitoba
Government Employees' Union



On Behalf of the **Manitoba**
Lotteries Corporation

March 30, 1999
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.



President and CEO
Manitoba Lotteries Corporation



Date

PAY PLAN

CLASSIFICATION	STEP 1	STEP 2	STEP 3
Animatronics Operator	11.71	12.07	12.42
Bank Supervisor	14.89	15.35	15.81
Cashier	9.57	9.86	10.16
Coat Check	6.32	6.52	6.71
Countroom Cashier	9.57	9.86	10.16
Countroom Supervisor	14.89	15.35	15.81
Customer Security Rep. I	7.45	7.68	7.92
Customer Security Rep. II	9.57	9.86	10.16
Customer Service Rep.	9.57	9.86	10.16
Dealer *	9.83	10.14	10.44
Facility Technician	14.36	14.81	15.26
Floor Supervisor, Slots	14.89	15.35	15.81
Games Instructor	16.87	17.39	17.91
Housekeeping Attendant	9.57	9.86	10.16
Housekeeping Supervisor	14.89	15.35	15.81
Inspector	14.89	15.35	15.81
Keno/Video King Runner	8.50	8.76	9.03
Maintenance Technician	11.71	12.07	12.42
Porter	7.45	7.68	7.92
Porter-Day Shift (Leadhand)	9.57	9.86	10.16
Porter-Night Shift (Leadhand)	9.57	9.86	10.16
Receptionist	12.76	13.16	13.56
Senior Cashier	11.71	12.07	12.42
Slot Attendant 1	BR 8.50	8.76	9.03
Slot Attendant 2	9.57	9.86	10.16
Slot Attendant 3	11.71	12.07	12.42
Slot Attendant 4	14.36	14.81	15.26
Supervisor, Keno	14.89	15.35	15.81
Switchboard Operator	9.57	9.86	10.16
Uniforms Supervisor	14.89	15.35	15.81

CLASSIFICATION	STEP 1	STEP 2	STEP 3	STEP 4	STEP 5	STEP 6
Caller/Checker	7.57	7.82	8.09	8.34	8.60	8.85
Volunteer Co-Ordinator	7.57	7.82	8.09	8.34	8.60	8.85

* 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.

