## MANITOBA LOTTERIES CORPORATION

## **COLLECTIVE AGREEMENT**

THIS AGREEMENT made effective as of this 19th day of December, 2000.

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## MANITOBA GOVERNMEN?' EMPLOYEES' UNION

hereinafter referred to as the "Union"

OF THE FIRST PART

and

C>

THE MANITOBA LOTTERIES CORPORATION

hereinafter referred to as the "Employer"

OF THE **SECOND** PART

Expires September 30, 2003

10410 (03)

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**1...** 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 (a) "Casual employee" means an employee who works less than the normal daily or weekly hours on average exclusive of overtime, as the case may he, and whose work is irregular, or non-recurring or does not follow an ongoing predetermined schedule of work on a regular and recurring basis.
  - (b) Notwithstanding the above definition, a casual employee may be used for short periods to replace an absent employee.
- 1:02 "Employee" shall mean a person covered by this Agreement and includes a full-time employee, part-time employee and casual employee (in relation to Article 42).
- 1:03 "Continuous service" means consecutive and contiguous days, weeks, months and/or years of employment with Manitoba Lotteries Corporation where there has been no break in service involving termination of the employee.
- 1:04 "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. The regular 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.
- 1:05 "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.
- **1:06 "Promotion"** means a change of positions from one classification to another classification having a higher maximum rate of pay.
- 1:07 "Representative" shall **mean** officer of the union, steward or **staff** representative.
- **1:08** Where the context so requires, masculine and feminine genders and singular and plural numbers shall be interchangeable.

## **ARTICLE 2 - RECOGNITION**

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 Plans of this Agreement.

- (b) Positions recognized as being excluded from this Agreement shall be listed in a separate Memorandum of Agreement.
- 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, the employee's work location, classification and employment **status** (i.e. full-time, part-time or casual).
- **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.
- **4:06** A Union representative shall be provided with the opportunity to meet with newly hired employees for up to fifteen (15) minutes or as mutually agreed between the parties during regular working hours. The time shall be established by the agreement subject to operational requirement.

## 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 ratification and shall continue in effect up to and including September 30, 2003 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 ratification (November 11, 2000), 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. A probation period may be extended up to two (2) months provided an evaluation has been given to the employee prior to three (3) months and six (6) months.
- 8:02 An employee who is rejected during the probation period may grieve the rejection to the applicable Executive General Manager or Division Vice-Pi-esiderit within fifteen (15) calendar days from the date the employee received notice of the rejection. The Executive General Manager, Division Vice-President or designate shall hold a hearing io discuss the grievance with the employee. The employee has the option to have a Representative present. The decision at this Step shall be final tor such grievance.
- 8:03 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:
  - 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, provided the information does not contain anything adverse to the interests of the Employer. The Executive General Manager or Division Vice-president shall have the right to remove the posting of any information that is adverse to the interests of the Employer.

#### 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 Employees shall not conduct Union business during their work time.
- 10:05 Where a Steward considers that an urgent complaint requires immediate investigation, lie shall first obtain permission from the Department Manager/Supervisor before leaving work to investigate. Such permission shall not be unreasonably sought or denied.
- 10:06 Where a Union Officer/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 representation through Labour/Management Committees. The Committees shall not be able to vary or modify any provision of this collective agreement.
- (b) The parties agree to the establishment of a Labour/Management Committee at each Casino and any additional committees as mutually agreed by the parties.
- (c) A Central Labour/Management Committee shall be established for the purpose of dealing with issues from across the Employer's business.
- (d) Each committee shall consist of a minimum of two (2) and a maximum of six (6) representatives of Labour and of Management.

## 11:02 Safety and Health Committee:

- (a) The Employer and the Union agree that it is mutually advantageous for representation through Safety and Health Committees.
- (b) The parties **agree** to the establishment **of a Safety** and **Health** Committee at each Casino, Video Lotto Division, and any additional committees **as** mutually **agreed** by **the parties. The** committees shall meet **a** minimum of every ninety (90) days or less often if mutually agreeable.

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- (c) Each committee shall consist of a minimum of two (2) representatives of Labour and two (2) Management representatives.
- (d) Minutes of the Committee's meetings shall be posted on the workplace bulletin board.

## **ARTICLE 12 - DISCIPLINARY ACTION**

- 12:01 An employee shall only be disciplined foi 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. The employee shall sign a *copy* only to acknowledge its receipt and the employee shall receive a copy.
- 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.
  - 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 2 of the Grievance Procedure. The decision at Step 2 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.

- 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 2 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.
- 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 appropriate Executive General Manager, Executive Director (Video Lotto), Director or designate.
- (b) The Executive General Manager, Executive Director (Video Lotto), Director or designate shall sign for receipt of the grievance and shall issue a decision in writing to the employee and to the Union within twenty-one (21) calendar days.
- (c) The Manager/Director may hold a hearing to discuss the grievance with the employee and his Representative before giving a decision on the grievance.

### Step 2

- (a) If the grievance is not resolved satisfactorily at Step 1, 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 1.
- (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 2, the grievance may be referred by the Union to Arbitration in accordance with Article 14.
- 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 2. Where such a grievance

- is initiated by the Employer, it shall be presented to the President of the MGEU. in ail 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 2 of the Grievance Procedure, the party initiating the grievance to arbitration shall notify the other party in writing of its desire to submit the grievance to arbitration, and said notice shall contain the party's nominee to the Arbitration Board or request arbitration by a single arbitrator.

If either party is requesting arbitration by a single arbitrator, then the following shall apply:

- a) The parties will attempt to reach agreement on the selection of a single arbitrator within fourteen (14) calendar days.
- b) Where the other party rejects the request for a single arbitrator or where the parties have failed to reach agreement on the selection of a single arbitrator within fourteen (14) calendar days, the initiating party may submit the name to the Board in accordance with Section :02 within fourteen (14) calendar days.
- c) A single arbitrator shall be considered to be an Arbitration Board for purposes of this Article.
- 14:02 Where the initiating party wishes to request arbitration by a three (3) person board, the notice referred to in Section :01 shall contain the party's appointee to the Arbitration Board. The following procedure will then apply:
  - a) The other party shall, within twenty-eight (28) calendar days of receiving the notice, name **an** appointee to the Arbitration Board and notify the other party in writing of such appointee.
- 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.

#### ARTICLE 15 – DISCRIMINATION/HARASSMENT

- 15:01 The Employer and the Union agree that discrimination and/or harassment should not occur in the workplace or in connection with the workplace
- 15:02 Both parties agree that "discrimination" is defined as
  - a) differential treatment of an individual on the basis of the individual's actual or presumed membership in or association with some class or group of persons, rather than on the basis of personal merit; or
  - b) differential treatment of an individual or group on the basis of any characteristic referred to in subsection (:03); or
  - c) differential treatment of an individual or group on the basis of the individual's or group's actual or presumed association with another individual or group whose identity **or** membership is determined by any characteristic referred to in subsection (:03); **or**
  - d) failure to make reasonable accommodations for the special needs of any individual or group, if those special needs are based upon **any** characteristic referred to in subsection(:03).
- 15:03 Applicable characteristics for the purposes of section 15:02 (b) to (d):
  - a) ancestry, including colour and perceived race;
  - religion or creed, **or** religious belief, religious association, **or** religious activity;
  - c) age
  - d) gender, including pregnancy, the possibility of pregnancy, or circumstances related to pregnancy;
  - e) **sexual** orientation;
  - f) marital or family status;

- g) source of income;
- h) political belief, political association, or political activity;
- physical or mental disability **or** related characteristics **or** circumstances.
- 15:04 Both parties agree that "harassment" is defined as:
  - a) a course of abusive and unwelcome conduct or comment undertaken or made on the basis of any characteristic referred to in 15:03; or
  - a series of objectionable and unwelcome sexual solicitations or advances; or
  - a sexual solicitation or advance made by a person who is in a position to confer any benefit on, or deny and benefit to, the recipient of the solicitation or advance, if the person making the solicitation or advance knows or ought to reasonably to know that is unwelcome; or
  - d) threat or threat of **reprisai** for rejecting a sexual solicitation or advance.
  - 15:05 Harassment does not include appropriate direction, delegation, or discipline administered by a member of Management or designate.
  - 15:06 The Employer agrees to investigate allegations of discrimination/harassment and shall endeavour to resolve them in an expeditious and confidential manner.
  - 15:07 The complainant will be updated by the Employer on the progress of the investigation
  - 15:08 There shall be no discrimination against any employee by the Employer or the Union because of Union activity.
  - 15:09 It is recognized that in accordance with Section 11 of the Manitoba Human Rights ('ode. the Employer's employment equity initiatives shall not be considered a contravention of this Article.

## **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;
  - 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;

Upon the employee notifying the Ernployer 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 lier regular duties precedes a Friday, which but foi 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 he 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 AND RECALL**

- **22:01** Where by reason of a shortage of work or funds, or the abolition of a position or material changes in duties or organization, the Employer determines that a lay-off(s) is necessary, the Employer shall determine the 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 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 classification, seniority shall be the determining factor provided the qualifications of the employees are relatively equal. This section is subject to the requirement that the employees who are retained must have the qualifications and ability to perform the duties which the remaining employees will be required to perform.
- 22:04 An employee who is to be laid-off and who elects to exercise the employee's displacement option may displace the most junior employee in the employee's current classification subject to the following:
  - (a) the employee must have the qualifications and ability to perform the duties which the remaining employees will be required to perform;
  - (b) if the employee cannot displace the most junior employee under subsection (a), the employee may then elect to displace the next most junior employee in the classification;
  - (c) the process will continue in this manner until the employee is able to displace an employee in the classification or there are no displacement opportunities;
  - an employee who is displaced and is to be laid-off and who elects to exercise the employee's displacement option may displace the most junior employee in the employee's current classification in accordance with the process in this Section.
- 22:05 An employee who is to be laid-off and who has no displacement option within the employee's classification as a result of subsection :04 (a) may elect to displace the most junior in another classification which has the same or lower maximum rate of pay. For this purpose, the rate of pay will be based on the maximum hourly rate of pay in the classification. The displacement process in that classification will follow the provisions of Section 22:04.
- 22:06 Notwithstanding the process required in Sections 22:04 and 22:05, the effective date of the lay-off will not change from that initially provided to the employee. The parties agree to take any steps necessary to expedite the process to ensure that an employee who is to be laid-off as a result of the displacement process, receives as much notice as possible. As a result, employees who elect to exercise their displacement rights must participate in and co-operate fully with the process or forfeit their displacement right.
- **22:07** Where the Employer is laying off an employee, notice of lay-off or pay **in** lieu thereof will be given in accordance with the following:
  - (a) four weeks' notice will be provided to employees;
  - 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.
- **22:08** The Union will be provided a copy of lay-off notices issued to employees.
- **22:09** Where employees have **been laid-off**, the Employer shall not use casual employees to do the **work of** the **laid-off** employees except:

- (a) where the laid-off employees are not available for work; or
- (b) in emergency situations.
- 22:10 Where an employee, alleges that the employee's lay-off has not been in accordance with this Agreement, the grievance procedure set forth in this Agreement shall apply except that the grievance shall be initiated at the second step of the procedure.
- 22:11 For purposes of this Article, "qualifications" refers to education, knowledge, training, skills, experience, aptitude, and competence. "Ability" refers to mental and physical capability. The Employer, in making a decision with respect to determining which employees are to be retained and which employees are to be laid-off, shall determine qualifications, and the ability of employees to perform the duties which the remaining employees will be required to perform, in a fair, reasonable, and non-discriminatory manner. The onus of proof rests with the Employer in any dispute over the application of qualifications and ability to perform the duties, which the remaining employees will be required to perform.
- 22: I2 An employee who is entitled to displace another employee in accordance with the provisions of this Article may have a familiarization period in the new position. The purpose of the familiarization period is to allow the employee to become oriented to the specific duties of the position. The familiarization period is not intended to be a period during which an employee acquires the necessary qualifications and ability to enable the employee to displace another employee.
- 22:13 Where the temporary lay-off of an employee Is necessary, Sections 22:03, 22:04 and 22:05 do not apply. For purposes of this Section, a "temporary lay-off" is defined as less than three (3) months duration. Employees shall return to their positions upon expiry of such layoff. This Section applies only to situations identified in a Memorandum of Agreement between the parties.
- 22:14 .Employees who are laid-off shall be placed on a recall list for a period of up to twenty-four (24) months from the effective date of the lay-off.
- **22:15** The Employer shall maintain a recall list for all employees covered by this Article who **are** laid-off on other than a temporary basis. A copy will be provided to the Union on request.
- **22:16** Employees who are placed on a recall list shall be called back to their positions in reverse order of lay-off to the classification from which the employee was laid-off.
- **22:17** An employee who is on the recall list must:
  - (a) report any change of address to the Employer without delay;
  - (b) if called back or provided a reasonable re-employment opportunity, respond **to** the call-back or reasonable reemployment opportunity within seven (7) days **of** receipt of notification of call-back or reasonable re-employment opportunity. **An** employee accepting a reasonable re-employment opportunity at a lower rate of **pay** shall retain

- their recall rights under Section 22:14 for the duration of the time they would have remained on the re-employment list;
- (c) return to work within fourteen (14) days of receipt of notification of call-back or reasonable re-employment opportunity or such other date as may be agreed upon between the employee and the Employer;
- (d) except for good and sufficient reasons, accept a call-back or reasonable reemployment opportunity in accordance with this Section or be deemed to have resigned.
- 22:18 A "reasonable re-employment opportunity" is a position which the employee is reasonably qualified for and able to perform and which is in a location which would not require a change of residence by the employee.
- 22:19 Employees on the recall list may be offered re-employment to other positions.
- 22:20 An employee who accepts another position may be placed on a trial period of not more than six (6) months duration. An employee who is found to be unsuitable during this trial period will be returned to the appropriate re-employment list for the greater of six (6) months or the remainder of the employee's twenty-four (24) month period on the recall list. An employee found to be unsuitable may grieve the decision commencing at Step 2 of the grievance procedure. The decision at Step 2 is final for such grievances and is not arbitrable.

#### **ARTICLE 23 – VACATION**

- 23:01 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.
- 23:02 Employees shall earn vacation leave (hours) as follows:
  - a) An employee who has completed less than two (2) years continuous service, at the conclusion of the vacation year, shall receive vacation leave (hours) at the rate of four percent (4%) of regular hours paid 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.
  - An employee who has completed two (2) or more years continuous service at the conclusion of the vacation year, shall receive vacation leave (hours) at the rate of six percent (6%) of regular hours paid 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.
  - An employee who has completed five (5) or more years continuous service at the conclusion of the vacation year shall receive vacation leave (hours) at the rate of eight percent (8%) of regular hours paid in the concluding vacation year to a maximum of one hundred and sixty (160) hours. The vacation leave is to be taken in the next vacation year.

- An employee who has completed nine (9) or more years continuous service at the conclusion of the vacation year shall receive vacation leave (hours) at the rate of ten percent (10%) of regular hours paid in the concluding vacation year, to a maximum of two hundred (200) hours. The vacation leave is to be taken in the next vacation year.
- *e*) 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.
- 23:03 Regular pay for each hour of vacation leave as per 23:02 (a), (b), (c) and (d) is based on the employee's hourly rate at the time the vacation leave is taken.
- 23:04 Vacation leave shall be calculated on regular hours paid and shall be exclusive of overtime and any and all other premiums.
- 23:05 With Employer approval, employees may be able to carry forward to the following vacation year up to forty (40) hours of vacation.
- 23:06 Notwithstanding 23:05, where the Employer has been unable to schedule part or all of an employee's vacation within the vacation year and, as a result, finds it necessary to restrict the whole or part of the vacation leave of an employee, the Employer may authorize payment in lieu of vacation or vacation leave to be carried forward to the next following year. An employee whose vacation leave has been restricted may, in lieu of receiving such pay, elect to carry over such vacation leave to the following year.
- 23:07 During the first year of employment, prior to April, an employee may request and receive the employee's earned vacation leave.
- 23:08 a) Vacation leave shall be granted on the basis of seniority and operational requirements.
  - Any grievances surrounding Section 23:08 are final at Step 2 of the grievance procedure and not arbitrable. A hearing will be held at Step 2 if a grievance is presented at Step 2.
  - c) Section 23:08 is effective April 1, 2001.

## **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:
  - Distance up to 10,000 kilometers (km) per year = 34 cents/km
  - (b) Distance over 10,000 kilometers (km) per year = 27 cents/km
  - (c) Distance is that accumulated in the period April 1" to March 31<sup>st</sup>
  - The use of a privately-owned motorcycle, when authorized shall be reimbursed at the following rate: 17 cents/km

(e) The rates in this Section will **be** increased October 1, 2001 in accordance with the following formula:

The 'Total Percentage Increase will be divided by twelve (12) to determine the Average Percentage Increase. This figure will be rounded to one (1) decimal place and used to calculate new rates for the applicable sections.

- The rates will be increased October 1, 2002 by the same formula as in Subsection (e), reflecting the increase in the index from July 2001 to June 2002.
- 24:02 The above allowance covers' all costs relative to the operation of the vehicle except bridge, ferry or highway tolls aiid parking, as authorized, which may be claimed as incurred
- 24:03 The official rates throughout these Articles are those expressed in kilometres aiid cents per kilometre. An employee converting mileage to kilometres for the purpose of filing a claim, should multiply the total number of miles at the end of the month or expense claim period by one and six-tenths (1 6 10). The resultant figure should be rounded to the nearest kilometre
- 24:04 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.
- **24:05** Where the Employer reassigns an employee from one work location to another during the employee's shift, the travel time involved shall be paid **as** time worked.

## **ARTICLE 25 – TRAINING**

- **25:01** (a) Where the Employer requires and authorizes employees to attend training which is **job** related, they shall be paid at their regular hourly rate for all hours of instruction.
  - (b) Overtime shall be paid in accordance with Article 29 for all hours of instruction required in addition to the employee's regularly scheduled shift hours.
- Where employees voluntarily attend training courses *to* upgrade or increase their job related skills, they shall do so at no cost to the Employer. Time spent attending such training course is not time worked and will not be paid by the Employer unless mutually agreed to by the Employer and the employee.

- 25:03 Where training is **to** *take* place **and** there is a limit to the number of participants, the selection **of** participants **by** the Employer, shall be on the basis **of** both operational requirements and the seniority of the employees **who** have requested the training.
- 25:04 Where an employee participates in a game test and is unsuccessful, the employee may request their test score results. The game test results will be made available to the employee on the day the request is made.

## 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 anti 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 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 under the terms and conditions of this collective agreement. For the purposes of this Article, regular hours worked shall include:
  - (a) regular hours worked;
  - (b) periods **of** temporarily assigned **work** in a classification not covered by this collective agreement;
  - (c) periods of Workers' Compensation;
  - (d) periods of maternity leave and/or parental leave;
  - (e) periods of adoptive parent leave;
  - (f) any leave of absence with pay;
  - (g) any other approved leaves without pay to a maximum accumulation of 160 hours in a twelve (12) month period.
- 27:02 An employee will lose all seniority when the employee leaves employment through:
  - (a) resignation;
  - (b) retirement;
  - (c) dismissal and not reinstated;
  - (d) permanent layoff;
  - (e) death.

- 27:03 The seniority list will be prepared by June 1 each year by the Ernployer based on service up to and including March 31 of the current year. The list will be posted at work locations in accordance with Article 9:03 and a copy will be forwarded to the Union.
- 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

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.
- Work schedules shall be posted, wherever possible, fourteen (14) calendar days prior to the commencement of said schedule.
  - (b) It is **recognized** by the parties, that all shifts schedules including a revised schedule shall have a minimum break of ten (10) hours between any scheduled hours **of** work.
- **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.
  - 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 ½x) for all hours worked for the first shift which varies from the posted schedule.

- An employee, if called in or scheduled to work overtime, shall receive for the work, compensation for a minimum of three (3) hours at one and one-half (1 ½x) times the employees' hourly rate, provided that the period of overtime worked by the employee is not contiguous to the employee's scheduled working hours. A meal break shall not be regarded as affecting contiguity.
  - (b) Where a part-time employee is called in to work unscheduled hours, and the employee is not entitled to overtime in accordance with Article 29:02 (b), she shall be paid for all hours worked or for three (3) hours at her regular rate, whichever is greater.
  - if the casual employee is called in, the employee shall be paid for all hours worked or **for** three (3) hours at lier regular rate, whichever is greater. Where a casual employee is replacing an absent employee, the employee shall be paid pursuant to (a) or (b) whichever is applicable.
- 28:07 For clarification purposes, the regularly scheduled hours of work per bi-weekly shall riot exceed eighty (80) hours when averaged over the bi-weekly pay period.
- 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
  - 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.
- 28:09 Part-time employees within a classification and work location shall be offered additional hours and/or shifts prior to casual employees being offered additional hours and/or shifts, provided it does not result in overtime for the part-time employees.

## **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 (a) Overtime shall be considered for full time employees for only those hours worked in addition to the employee's regularly scheduled shift hours.
  - (b) For part-time employees, overtime shall be considered only when the hours worked exceed both the regularly scheduled hours and eight (8) hours per day.
  - (c) 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 ½x) 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 riot 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 he considered overtime

## **ARTICLE 30 - HOLIDAYS**

**30:01** (a) The following are recognized holidays:

(a) New Year's Day(b) Good Friday

(c) Easter Monday

(d) Victoria Day

(e) Canada Day

(f) Civic Holiday (first weekend in August) (g) Labour Day

(h) Thanksgiving Day

(i) Remembrance Day

(j) Christmas Day

(k) Boxing Day

(1) Any other Holiday proclaimed by Federal or Provincial Statute

- Unless otherwise agreed between the Employer and the Union, employees covered by this agreement whose primary work location is a Casino, shall recognize Easter Sunday instead of Easter Monday and Christians Eve instead of Boxing Day.
- 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  $(1 \frac{1}{2}x)$  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.
- **30:04** Notwithstanding 30:03, regular pay for an employee who does not work on the holiday when it falls **on the** employee's regularly scheduled working day will be the equivalent to the employee's regularly scheduled hours.

- 30:05 (a) Subject to 30:05 (b), employees shall be entitled to cease work at one o'clock in the afternoon on December 24<sup>th</sup> when that day falls on Monday through Friday. This day shall be considered a full working day for purposes of calculation.
  - Where the Employer requires an employee to work **a** regular **work** day on December 24<sup>th</sup> when that day falls on a Monday through Friday inclusive, such employee shall be entitled to one-half(%) day of compensatory leave with pay to a maximum of four (4) hours.

### 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 four (4) hours per eighty (80) regular hours paid
- 31:03 Sick leave credit shall not accumulate beyond six-hundred and eighty (680) hours
- 31:04 (a) An employee shall not be eligible for sick leave with pay in excess of the employee's sick leave credit.
  - (b) Sick leave shall not accumulate during periods when an employee is absent on sick leave and or Workers Compensation for a period of more than ten (10) consecutive working days.
- 31:05 An employee's sick leave credit shall be reduced by the amount of sick leave paid by the Employer for the absence.
- 31:06 **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.
- 31:07 Where an employee is unable to work and is in receipt of an income replacement indemnity (I.R.I.) from Manitoba Public Insurance (MPI) as a result of an injury incurred in a vehicle accident, the employee may elect to be paid an additional amount, which when combined with the I.R.I. benefit, shall ensure the maintenance of net salary consistent as if they were in receipt of regular sick leave. Such additional amount shall be chargeable to the employee's sick leave credits accrued at the time the employee commenced receipt of the I.R.I. and such additional payment shall be payable until the employee's accrued sick leave credits have been exhausted.

#### **ARTICLE 32 – COMPASSIONATE LEAVE**

**32:01** An employee shall be entitled to compassionate leave of four **(4)** scheduled shifts leave in the event of the death of a parent, spouse or child.

- An employee shall be entitled to compassionate leave of three (3) scheduled shifts leave in the event of the death of a brother, sister, 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** 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;
- 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
- 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 arid 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;
  - 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;
  - 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;
  - 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.

- 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:
  - she will return io 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 <u>full</u> amount of pay received fi-om 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 pait-time basis foi- a period of twelve (12) months
- 35:09 An employee who qualifies is entitled to a Maternity Leave consisting of:
  - (a) a period riot 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 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.

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.

#### 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.
- 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 with the following changes:
  - (a) effective the first of the month following the date of ratification of this Agreement and limited to dental work performed on and after that date, the basis for payment for covered services shall be the 2000 Manitoba Dental Association (MDA) Fee Guide;
  - (b) the 2001, 2002 and 2003 MDA Fee Guides will be implemented effective January 1 of each respective year;
  - dental coverage will continue for the first seventeen (17) weeks of Maternity Leave effective the first of the month following the date **a** ratification and limited to maternity leaves commencing on and after that date;
  - (d) the annual maximum per claimant will be increased as follows:
    - i) effective January 1, 2001 one thousand and one hundred dollars (\$1,100);

- ii) effective January 1, 2002 one thousand and two hundred **dollars** (\$1,200);
- iii) effective January I, 2003 one thousand and four hundred dollars (\$1,400);
- (e) the orthodontic lifetime maximum will be increased as follows:
  - effective January I, 2001 one thousand and three hundred dollars (\$1,300);
  - ii) effective January 1, 2002 one thousand and four hundred dollars (\$1,400);
  - iii) effective January 1, 2003 one thousand and six hundred dollars (\$1,600);
- effective January 1, 2001, part-time employees will be eligible **for** family coverage based on fifty percent (50%) of the coverage amounts applicable for full time employees up to fifty percent (50%) of the maximum;
- (g) prior to January 1, 2001, all part-time employees on staff as of the date of ratification of this Agreement, will be given the option to choose either:
  - i) to maintain their single coverage under the dental plan; or
  - ii) to elect family coverage on a pro-rated basis in accordance with Section (f);
- (h) all employees hired after the date of ratification of this Agreement will be eligible for family coverage in accordance with Section (f).

## ARTICLE 38 - COURT LEAVE

- 38:01 An employee who is summoned for jury duty or who receives a summons or subpocha 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 ment 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 Executive General Manager, Executive Director (Video Lotto) or Director. The decision of the Executive General Manager, Executive Director (Video Lotto) or Director, shall be final.

#### ARTICLE 41 – PRO-RATING FACTOR

- **41:01** Where the term pro-rating factor is **used in** this collective agreement, it shall be calculated **as** follows:
  - A) 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 biweekly pay periods.
    - (iii) Divide number arrived at in (ii) by one hundred sixty (160).
    - (iv) Multiply eight (8) hours times the pro-rating factor arrived at in (iii) to determine the employee's entitlement.

B) For the purpose of this Article, regularly scheduled hours shall be regularly scheduled hours exclusive of overtime hours worked.

#### ARTICLE 42 – CASUAL EMPLOYEES

- **42:01** The following Articles, and only the following Articles of this Agreement, are applicable to a casual employee:
  - (a) Article 1 Definitions With the exception of 1:02 (continuous service)
  - (b) Article 2 Recognition
  - (c) Article 3 Management Rights
  - (d) Article 4 Union Security
  - (e) Article 7 Duration
  - (f) Article 9 Union Business
  - (g) Article 10 Rights of Stewards
  - (h) Article 11 Joint Committees
  - (i) Article 12 Disciplinary Action
  - (j) Article 13 · Grievance Procedure Applicable io casual employees only in reference to Article 42
  - (k) Article 14 Arbitration Procedure
  - (1) Article 15 Discrimination/Harassment
  - (m) Ai-ticle 16 Civil Liability
  - (n) Article 17 Employee Files
  - (o) Article 21 Workers' Compensation
  - (p) Article 24 Transportation
  - (q) Article 26 Uniforms & Protective Clothing
  - (r) Article 28:01, 28:02, 28:03, 28:06 (c) Hours of Work
  - (s) Article 29:01, 29:02 and 29:03 Overtime
  - (t) Article 42 -- Casual Employees
  - (u) Article 44 Stift Premium
  - (v) Article 47 Registration Fees
  - (w) Appendix Pay Plan
- 42:02 (a) The rate of pay for casual employees shall be \$1.00/hour below the first step rate of pay for the classification as listed in the Pay Plan.
  - (b) Effective the date of ratification of this Agreement, any casual employee who has accumulated 400 regular hours worked will be paid at the 1<sup>st</sup> step for the classification listed in the Pay Plan. For calculation purposes, the 1<sup>st</sup> step shall be paid effective the first of the bi-weekly pay period that follows the pay period in which 400 cumulative hours have been worked.
  - (c) Employees who have not, **as** of the date of ratification of this Agreement, accumulated 400 regular hours worked will start accumulating regular hours worked fi-om the date of ratification of this Agreement for the purposes of Subsection (a).
- **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. If an employee who has been terminated in accordance with this

- section is rehired as a casual employee within twelve (12) months, the employee will receive credit for the employee's previous casual service for purposes of the 400 hour period set out in Section 42.02.
- (b) The Employer **is** under no obligation to offer **work** to a casual employee or for a casual employee to accept **work** that is offered.

### 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 arid one-half times (1½x) 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:
  - 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 fi-om** agreeing to alternative arrangements.

## **ARTICLE 44 – SHIFT PREMIUM**

- 44:01 An employee who works between 7:00 p.m. and 6:00 a.m. shall receive a shift premium of eighty cents (\$.80) per hour for all regular hours of work or portion thereof, worked between 7:00 p.m. and 6:00 a.m. in addition to his/her regular pay.
- **44:02** Employees shall receive retroactive pay as if this Article had been in effect **as** of March 26, 2000.

#### ARTICLE 45 – STAND BY

- 45:01 An employee who has been designated by the Employer to be available on standby during off duty hours, shall be entitled to payment of fifteen dollars (\$15.00) for each twenty-four (24) hour period or less of standby on a regular working day. For standby on a day of rest or on a paid holiday that is not a working day, the payment shall be thirty dollars (\$30.00) for each twenty-four (24) hour period or less.
- 45:02 To be eligible for standby payment, an employee designated for standby duty must be available during the period of standby at a known telephone number or another method of communication as mutually agreed between the supervisor and the employee, and must be available to return for duty as quickly as possible if called.
- 45:03 An employee on standby who is called back to work shall be compensated in accordance with call out provisions of Hours of Work, Article 28, in addition to standby pay.

### ARTICLE 46 - PEUFOUMANCE APPRAISAL

**46:01** Where **a** formal assessment of an employee's performance is made, the employee concerned shall be given an opportunity to sign the assessment form upon its completion to indicate that its contents have been read. Employees shall have the right to place their **own** comments on the form where such space is provided or to append their comments to the form where no space is provided. **An** employee shall, upon request, receive a copy **of** the assessment.

#### **ARTICLE 47 – REGISTRATION FEES**

- **47:01** 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.
- 47:02 The Corporation shall pay the registration fee for current employees.
- 47:03 The Corporation shall pay the registration fee when a new employee is hired.
- 47:04 The Corporation shall recover the registration fee from any new employee who fails to successfully complete their probationary pend.

## **ARTICLE 48 – VISION CARE PLAN**

- **48:01** The parties agree to the continuation of the Vision Care Plan effective the first of the month following the date *of* ratification of this Agreement and limited to vision care services performed on and after that date.
  - a) Eligibility requirements for employees arid dependents will be the same as those in effect for the Dental Plan.
  - b) Co-insurance will be 80%/20%.
  - The maximum payment under the Plan will be up io one hundred and ninety dollars (\$1 90.00) every twenty-four (24) months for an employee or dependent.
  - d) Coverage will include prescription lenses and eye examinations.
  - changes to the Dental Plan respecting eligibility during Maternity Leave and prorated family coverage for part-time employees will also apply to the Vision Care Plan.
  - f) The maximum per claimant will be increased to two hundred dollars (\$200.00) effective January 1<sup>st</sup>, 2001.

## ARTICLE 49 - AMBULANCE & HOSPITAL SEMI-PRIVATE PLAN (AHSP)

- 49:01 The Employer agrees to the continuation of the Ambulance and Hospital Semi-Private Plan.
- 49:02 Effective the 1<sup>st</sup> day of the month following the date of ratification of this Agreement, the Employer will pay the full cost of employees' premiums.
- 49:03 The premiums will be paid by the Employer
- **49:04** Eligibility requirements will be the same as those in effect for the Dental Plan.

#### ARTICLE 50 - SEVERANCE PAY

- **50:01** Employees with three (3) or more **years** of continuous employment whose services are terminated as a result of permanent lay-off shall be paid severance pay in the amount of one (1) week's pay for each complete year of continuous employment or portion thereof, but the total amount of severance pay shall not exceed fifteen (15) weeks' pay.
- 50:02 For the purposes of this Article, continuous employment means consecutive and contiguous days, weeks, months and/or years of employment with Manitoba Lotteries Corporation where there has been no break in service involving termination of the employee. Any leave of absence without pay or a temporary lay-off, shall not be counted in the total continuous employment.

## **ARTICLE 51 – RECRUITMENT AND PROMOTION**

51:01 Where the Employer requires that a vacant or new full-time or part-time position be filled, a bulletin shall be posted for a minimum of ten (10) calendar days.

- 51:02 The bulletin shall state the closing date for applications, the location of the position, the classification, the duties and responsibilities of the position, the qualifications required and the salary range. The Union will be provided with a copy of all bulletins as they are issued.
- 51:03 The selection of employees for vacant or new positions which are bulletined, shall be on the basis of qualifications and seniority. Seniority shall be the determining factor where qualifications are relatively equal.
- 51:04 An employee who is notified that he or she is an unsuccessful applicant for a vacant position shall be supplied with the reasons for non-acceptance within ten (10) days of making a written request to Human Resources. Such a request shall be made within ten (10) days of receipt of the notification that the employee was an unsuccessful applicant.
- 51:05 Any disputes regarding this article may be grieved at Step 2 of the grievance procedure
- An employee who accepts a position within a classification with a higher maximum rate of pay or equal rate of pay, shall be on a trial for a period of three (3) months. Subject to satisfactory performance, such promotion shall become permanent after the trial period of three (3) months.
  - (b) In the event the employee proves unsatisfactory in the position during the trial period, or if the employee finds herself unable to perform the duties of the new position, she shall be returned to her former position, at her toi-niei 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.
  - (c) The employee may only grieve the rejection if the employee has not been relocated to her former position.

## **51:07** A Position Vacancy Bulletin will not be required:

- (a) When a vacant or new position is to be filled on a temporary basis for a period of thirty (30) days or less;
- (b) When a sick leave absence is **filled** for up to six-hundred and forty (640) hours;
- (c) When a vacant **or** new position is to be filled by the **recall** of a laid-of employee, in accordance with Article 22, Lay Off and Recall;
- (d) When an employee is transferred to **a** vacant **or** new position for medical reasons;
- (e) When an employee **is** placed into a vacant or new position, following his/her return from sick leave or long term illness and for medical reasons cannot return **to** his/her former position; or his/her former position has been filled; or his/her former position has been abolished; or
- (f) When an employee is transferred to a vacant or new position by reason of "duty to accommodate", as per the Human Rights Code of Manitoba.

## ARTICLE 52 - MEDICAL

- 52:01 (a) In cases of long term or frequent absences, the Vice-President, **Human** Resources may require that the employee undergo an independent medical by a doctor agreed upon by the Employer and employee.
  - (b) If **the** Employer and employee cannot agree on a doctor, **the** Employer may appoint a doctor *to* provide an independent medical.
  - In this event, the employee will authorize his/her doctor(s) to make the required information available to the doctor appointed by the Employer and shall, if requested, substantiate that he/she lias given this authorization. if the employee fails io authorize the required releases, his/her absence from work may be considered as unauthorized, consequently without pay, and subject lo disciplinary action.
  - (d) The cost of a medical, as per this Clause, shall be borne by the Employer.

n 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 Employee? Union

Dec.19, 2000

President and Chief Executive
Officer, Manitoba Lotteries
Corporation

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

Manitoba Government
Employees' Union
Bargaining Committee

## APPENDIX "A" -- REMOTENESS ALLOWANCE

- 1:01 Remoteness allowances shall be paid to employees subject to the eligibility criteria and conditions laid down in this Article.
- 1:02 Eligibility claim: A notarized eligibility claim, in a standard format to be determined by the Employer in accordance with the provisions of this Article for the payment of dependent's or single rate of allowances, shall be submitted to the Employer when first requesting the allowance, and renewed not less frequently than annually thereafter, normally prior to the fiscal year or where any change in dependents claimed arises.
- 1:03 Single or dependent's allowance: Subject to Section :05, the single allowance will be paid io employees that have established a residence and maintain a home in a location designated as a remote location arid who are eligible for the payment of a remoteness allowance. Claims for dependent's allowance will be subject to Sections :04 and :05 and to the following criteria and conditions:

The employee shall be supporting one (1) or more dependents where a dependent includes:

- (a) marital partner living with and dependent on the employee for main and continuing support:
- (b) an unmarried child under eighteen (18) years of age:
- (c) an unmarried child over eighteen (18) years but under twenty-one (21) years if in full time attendance at school or university or similar education institution:
- (d) an unmarried child of any age if physically incapable or mentally disturbed, provided such a child is dependent on the employee for support.
- I:04 There is a presumption of marriage evidenced by co-habitation. If a marriage contract is not in existence, a common-law arrangement between the marital partners must have been in existence for at least one (1) year prior to the application for dependent's rate.
- Where both marital partners are employees of the Manitoba Lotteries Corporation or the Government of Manitoba in any department, board, agency or commission to which this Agreement or the Government Employees' Master Agreement or the Civil Service Regulations covering remoteness allowances apply, but subject to Section :06 that follows, the dependent rate shall be paid to one (1) partner only and the other partner will not receive either the dependent or single rate of remoteness allowance.
- 1:06 Where both marital partners are employees of the Manitoba Lotteries Corporation or the Government of Manitoba in any department, board, agency, or commission to which this Agreement or the Government Employees' Master Agreement or the Civil Service Regulations covering remoteness allowances apply, the dependent rate will be paid to the permanent employee, if the other partner is temporary or departmental, or the first employee to be hired on a permanent basis, otherwise to the first employee hired. Where specially requested by both employees in writing, the dependent's rate may be divided and equal amounts (to the nearest cent) paid to each employee.

#### 1:0. Locations and Residence

The remoteness allowance applicable to the location at which the employee has established the employee's residence and maintains a family home is normally that which prevails; since the residence would be within normal daily travel distance to the employee's headquarters. Where there is doubt as **to** whether the employee's residence is established in relation to the employee's headquarters, the location for remoteness allowance shall be determined by the Employer. Where there is no community in relation to which the employee *has* residence, for which an allowance can be established, the nearest community to the designated employee's workplace shall be considered *to* be the location for the allowance.

## 1:08 Employees Hired on a Part-Time Basis

Remoteness allowances arc to be pro-rated for part-time employees.

#### 1:09 Limitations

The remoteness allowances for the various communities, for single or dependent's as indicated, represent a maximum bi-weekly allowance relative to paid employment. They are payable during paid holidays and vacations taken during continued employment, during authorized paid sickness leave, during continued employment, and as limited in Section :08 above for hourly-rated employees. They are not payable during periods of absence without pay. They are not included as part of regular earnings.

#### 1:10 Rates

The bi-weekly remoteness allowances relative to each location at single and dependent rates are attached. Communities in an eligible area for which no allowance has been established may be added to the list in accordance with the government formula.

#### 1:11 Geographic Eligibility

No location will be included for remoteness allowance that is two hundred and fifty (250) kilometers or less from the centre of the metropolitan area of the City of Winnipeg or the City of Brandon, unless that location is a distance of sixty-five (65) kilometers or more by the most direct road to a provincial trunk highway or paved provincial road, and the aggregate distance to the highway or paved road and then to Winnipeg or Brandon totals two hundred (200) or more kilometers. No location having road access and situated south of the fifty-third (53rd) parallel of latitude will be included unless the criterion concerning off-highway access was met.

#### **BIWEEKLY REMOTENESS ALLOWANCES**

	Effective Nov.	19, 2000	Effective Mar. 24, 2001		Effective Mar	23, 2002
Location	<u>Dependent</u>	Single	<u>Dependent</u>	Single	Dependent	Single
The <b>Pas</b> Thompson	\$80.39 \$127.98	\$49.12 \$89.90	\$82.24 \$130.92	\$50.25 \$91.97	\$84.13 \$133.93	\$51.41 \$94.08

# APPENDIX "X"

# INDES

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## ARTICLE AX – APPLICATION OF APPENDIX X

AX:01 (a) This Appendix X shall apply to all employees in the bargaining unit who are listed on the attached *list* (i).

#### ARTICLE BX - WORKERS' COMPENSATION

- When an employee is unable to work and is in receipt of Workers' Compensation allowance as a result of an injury incurred in the course of the employee's duties, the employee may elect to be paid an additional amount which, when combined with the compensation allowance, shall ensure the maintenance of net salary. Such additional amount shall be chargeable to the employee's sick leave credits accrued at the time the employee commenced receipt of Workers' Compensation allowances, and such additional payments shall be payable until the employee's accrued sick leave credits have been exhausted. Net salary shall be as determined by the Workers' Compensation Board
- **BX:02** Notwithstanding BX:01, effective January 1, 1995, an employee's pay may only be "topped up" by ten percent (10%) of net salary
- **BX:03** If, at any time, it is decided by the Workers Compensation Board that the additional amount in BX:01 or BX:02 must be offset against benefits otherwise payable by the Workers Compensation Board, then such additional amount shall not be payable.

## ARTICLE CX - VACATION

- **CX:01** Employees shall earn vacation leave credits on the following basis:
  - (a) An employee who has completed nine (9) or more years continuous service at the conclusion of the vacation year shall receive vacation leave (hours) at the rate of ten percent (10%) of regular hours paid in the concluding vacation year, to a maximum of two hundred (200) hours. The vacation leave is to be taken in the next vacation year.
  - **An** employee who has completed nineteen **(19)** or more **years** continuous service at the conclusion **of** the vacation **year** shall receive vacation leave (hours) at the rate **of** twelve percent (12%) **of** regular **hours** paid in the concluding vacation year, to a maximum **of** *two* hundred and **forty** (240) hours. The vacation leave is to be taken in the next vacation year.

## ARTICLE DX - SICK LEAVE

- **DX:01** The sick leave to which **an** employee **is** entitled shall accumulate at the rate **of** one (1) working **day per bi-weekly** pay period.
- **DX:02** Sick leave **shall** not accumulate **beyond two** hundred and eight **(208)** working days.

- **DX:03** An employee who has been absent on sick leave with pay, upon returning to work, shall continue to accumulate sick leave up to a maximum of two hundred and eight (208) working days in accordance with DX:02.
- **DX:04** Sick leave shall not accumulate during periods when an employee is:
  - (a) absent on sick leave and/or absent on Workers' Compensation for a period of more than ten (10) consecutive working days; or
  - (b) absent without leave; or
  - (c) absent on leave of absence without pay.

DX:04 (b) and (c) apply where the period of absence is greater than one-half (1/2) of the bi-weekly period.

- DX:05 Where an employee is to be absent because of illness, the employee shall endeavor to notify the employee's immediate supervisor of the absence due to illness at least one (1) hour prior to and not more than thirty (30) minutes after the normal hour of beginning work, or as soon thereafter as the means of communication permit.
- DX:06 An employee who has been absent because of sickness for a period of more than three (3) consecutive working days shall furnish, when requested by the Employer, at any time during or after this period of sickness, a medical certificate or sworn statutory declaration certifying the employee is or was unable to be present at work because of the illness. Where an employee fails to produce a medical certificate or statutory declaration acceptable to the Employer, the employee shall not be entitled to be paid for the period of absence.
- **DX:07** An employee who has been absent because of sickness for a period of three (3) working days or less may be required to furnish, when requested by the Employer, either a medical certificate or a sworn statutory declaration as required under DX:06. Failure to produce a certificate or statutory declaration acceptable to the Employer will result in a loss of pay for the period of absence.
- **DX:08** Where an employee becomes ill during the period of the employee's scheduled annual vacation, the Employer may grant sick leave and credit the employee with alternate days vacation equivalent to the number of days approved sick leave providing the illness is over three (3) days and may require hospitalization. The employee will be responsible to provide proof of illness and/or hospitalization satisfactory io the Employer.

#### ARTICLE EX - LONG-TERM DISABILITY INCOME PLAN

EX:01 The parties agree to the continuation of the Employer-paid Long-Term Disability Income Plan for Appendix X employees. Contents of the Plan shall be the same as that of employees included in the Government Employees' Master Agreement and altered identically when changes are made.

EX. 02 Notwithstanding Article 27:01, seniority for Appendix X employees shall include any sick leave without pay necessary to satisfy the elimination period of the Long-Term Disability Income Plan.

#### ARTICLE FX – SEVERANCE PAY

- FX:01 Employees with nine (9) or more years of continuous employment whose services are terminated as a result of retirement in accordance with the provisions of The Civil Service Superannuation Act, or death, shall be paid, or to the employee's estate in the event of death, severance pay in the amount of one (1) week's pay for each complete year of continuous employment or portion thereof, but the total amount of severance pay shall not exceed fifteen (15) weeks' pay. (Example: 10 years, 8 complete months of continuous service equals 10 8/12 years of continuous service for purposes of calculation.)
- FX:02 Where an employee in the employee's ninth (9th) year of continuous service fails to coinplete nine (9) years' continuous service as a result of retirement in accordance with the provisions of The Civil Service Superannuation Act or death, the employee shall be paid, or to the employee's estate in the event of death, severance pay on the basis of nine (9) week's pay multiplied by the factor of the number of complete months service completed in the employee's ninth (9th) year divided by twelve (12) months
- **FX:03** Employees with three (3) or more years of continuous employment whose services are terminated as a result of permanent lay-off shall be paid severance pay in the amount of one (1) week's pay for each complete year of continuous employment or portion thereof, but the total amount of severance pay shall not exceed twenty-two (22) weeks' pay.
- **FX:04** The rate of pay referred to in this Article shall be determined on the basis of the last regular bi-weekly rate of pay, excluding allowances, which was in effect for the employee at the time of retirement, permanent lay-off, or death. The rate of pay shall be determined on the basis of the applicable work week.
- **FX:05** In the **case** of employees eligible for severance pay who are **on** stand-by or temporary lay-off at the time of retirement, permanent lay-off or death, the weekly hours shall be the normal weekly **hours of work** in effect for the classification of the employees at the time **of** the retirement, permanent lay-off or death.

## LIST OF AFFECTED EMPLOYEES

## **Employee**

Appelt, Charles
Appelt, Judy
Bain, John
Caminha, Sheila
Dalgliesh, Charles
De Hoog, Deborah
Dunsmore, John
Gruben, Joan
Hegedus, Les
Komonko, Cheryl
Komonko, Karen
Kristjansson, Ron
Lawson, Debbie
Monostori, Darlene
Stefanyshen, Edward

Employee	Classification	<u>Position</u>
Beiistead, Jack	AIU	Account Representative
Brydon, Agnes	AK2	Accounting Clerk II
Czinka, John	A02	Sales Supervisor
Kidd, Mane	OP2	Training & Promotions Officer
Kublanski, Regine	AYU	Training & Promotions Officer
Lawson, Rob	AIU	Account Representative
Nagam, Brenda	A02	Depot Supervisor
Nicholson, Bruce	A02	Retail Dev. Supervisor
Roberts, Glenn	AIU	Account Representative
Wagner, <b>Richard</b>	XO3	Games <b>Instructor</b>
Walsh, Brenda	AIU	Account Representative

# PAY PLAN X

<b>Classification</b>	Nov. 11, 2000	March 25, 2001	March 24, 2002	March 23, 2003
		1501.05	15// 15	1505.05
Accounting Clerk 2	1496.82	1531.25	1566.47	1585.27
AK2	18.71	19.14	19.58	19.82
Activities instructor	1560.03	1595.91	1632.62	1652.21
AIU	19.50	19.94	20.40	20.65
Admin. Officer 2	i741.31	1781.36	1822.33	1864.24
A02	21.77	22.27	22.78	23.30
Admin. Officer 3	1914.77	1958.81	2003.86	2027.91
XO3	23.94	24.49	25.05	25.35
Admin. Sec. Unclass	1494.05	1528.41	1563.56	1582.32
AYU	18.68	19.11	19.54	19.78
ATO	10.00	17.11	17.74	1.72 - 67
Computer Op 2	1463.96	1497.63	1532.08	1550.46
OP2	18.30	18.72	19 15	19 38

#### **BETWEEN**

#### MANITOBA GOVERNMENT EMPLOYEES' UNION

ANI)

## MANITOBA LOTTERIES CORPORATION

## RE: <u>CASUAL EMPLOYEES FROM THE FORMER ADMINISTRATIVE</u> EMPLOYEE COLLECTIVE AGREEMENT

The parties agree that casual employees from the former Administrative Employees Collective Agreement, shall be considered to have worked 400 regular hours for purposes of Article 42:02.

On Behalf of the Manitoba Government Employees' Union On Behalf of the Manitoba Lotteries Corporation

Dec 19,2000 Date

#### **BETWEEN**

## MANITOBA GOVERNMENT EMPLOYEES' UNION

#### AND

## MANITOBA LOTTERIES CORPORATION

RE: CHILD CARE

Within the duration of this agreement, the parties agree to explore the feasibility of establishing a Child ('aie Centre for Manitoba Lotteries employees. 'Tlie committee to be established shall include representation from the Union.

Government Employees' Union

Lotteries Corporation

Dec 19, 2000 Date

#### BETWEEN

#### MANITOBA GOVERNMENT EMPLOYEES' UNION

#### AND

#### MANITOBA LOTTERIES CORPORATION

#### SUBJECT: CIVIL SERVICE SUPERANNUATION FUND

This Memorandum of Agreement will serve to confirm the agreement of the parties with respect to participation by certain former civil servants in the Civil Service Superannuation Fund (the "Fund").

- 1) That only those listed below shall be eligible to continue to participate in the Fund.
- 2) Participating employees shall continue to participate in the Fund for as long as they remain in the employ of the Manitoba Lotteries Corporation.
- 3) Participating employees shall not be eligible to participate in any other Manutoba Lotteries Corporation pension plan.
- 4) Participating Employees:

Monostori, Darlene Appelt, Charles Gruben, Joan Hegedus, Les Nagam, Brenda Appelt, Judy Nicholson, Bruce Bain, John Kananowicz, Kaz Roberts, Glen Kidd, Mane Benstead, Jack Stefanyshen, Ed Brydon, Agnes Komonko, Cheryl Wagner, Rick Komonko, Karen Caminha, Sheila Walsh, Brenda Czinka, John Kristiansson, Ron Yasinsky, Connie Dalgliesh, Charles Kublanski, Regine Lawson, Debbie De Hoog, Deborah Dunsmore, John Lawson, Rob

On Behalf of the Manitoba Government Employees' Union On Behalf of the Manitoba Lotteries Corporation

Dec 19,2000

#### **BETWEEN**

#### MANITOBA LOTTERIES CORPORATION

#### AND

#### MANITOBA GOVERNMENT EMPLOYEES' UNION

## REP: DEALER/INSPECTOR WORK/REST CONFIGURATIONS

- The parties agree to the implementation of a committee consisting of four (4) representatives from the Union (two [2] from each Casino) and up to four (4) representatives from the Employer to review the issue and develop recommendations
- 2. a) The Employer agrees to maintain current work/rest period configuration for Dealer and Inspectors classifications during the time needed to complete the review.
  - b) Notwithstanding (a), the Employer reserves the right to revise work/rest period configurations in order to accommodate short term emergency staffing requirements.
- 3. If the issue is not resolved by the committee, the issue then may be referred to the Central Labour Management Committee The commitment will continue for thirty (30) days after the referral to the Central Labour Management Committee, unless the parties agree to a further extension.

On Behalf of the Manitoba

Government Employees' Union

On Behalf of the Manitoba

Lotteries Corporation

Dec 19, 2000 Date

#### **BETWEEN**

#### MANITOBA GOVERNMENT EMPLOYEES' UNION

#### AND

#### MANITOBA LOTTERIES CORPORATION

SUBJECT: DRUG PLAN

- 1. The Employer agrees to implement a Drug Care plan effective October 1, 2001 as follows:
  - eligibility requirements for employees and dependents will be the same as the a) Dental Services Plan:
  - co-insurance be based on 80% reimbursement: bi
  - the maximum payment per contract (family) is five-hundred (\$500) dollars per C)
- 2. Other terms and conditions of the Drug Care Plan will be similar to those currently in effect for the Drug coverage provisions of the existing employee-paid Extended Health Benefit (EHB) plan.
- 3. The parties agree that the Drug coverage in the Employee Health Benefit Plan will terminate September 30, 2001. The parties will meet to determine how to deal with the resulting savings to that plan. Options could include adding coverage for additional services such as those **proposed by** the Union and/or reducing premiums.

1. Turcan On Behalf of the Manitoba

Government Employees' Union

On Behalf of the Manitoba Lotteries Corporation

Dec. 19 2000

#### **BETWEEN**

#### MANITOBA GOVERNMENT EMPLOYEES' UNION

#### AND

#### MANITOBALOTTERIES CORPORATION

#### RE: NEW GROUP LIFE INSURANCE PLAN

Effective April 1, 2001, employees will be included in a group life insurance plan on the following basis:

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

**Government Employees' Union** 

**Lotteries Corporation** 

Dec.19, 2000 Date

#### **BETWEEN**

#### MANITOBA GOVERNMENT EMPLOYEES' UNION

#### AND

#### MANITOBA LOTTERIES CORPORATION

#### SUBJECT: PENSION PLAN

The Employer agrees to the continuation of the Plan where the Employer and employee shall contribute on the following basis:

1		Employer Contribution	Employee Contribution
		2%	2%
Hill	fective January 1, 2001	2.5%	$\frac{2^{0}}{2^{0}}$
la:	fective January 1, 2002	$3^{\alpha}$	$\sum_{i=1}^{n} \gamma_{i}$
1:1.	tective January 1, 2003	3.5%	20,0
Ei	fective April 1, 2003	4%	2%

Employees may choose to voluntarily contribute beyond 2% after January 1, 2001.

- 2. **All** employees who enter into this bargaining unit on or before October 1, 1997, are required to participate in the Plan.
- 3. 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.
- 4. New employees will participate in the Plan upon completion of six (6) months of employment. Part time employees may delay participation until completion of twelve (12) months.

On Behalf of the Manitoba Government Employees' Union On Behalf of the Mahitoba Lotteries Corporation

Dec. 19, 2000 Date

#### **BETWEEN**

#### MANITOBA GOVERNMENT EMPLOYEES' UNION

#### **AND**

#### MANITOBA LOTTERIES COR€ORATION

#### RE: ARTICLE 28 – SCHEDULED BREAKS

- 1. Presently sonic employees in the Casinos do riot receive their meal breaks and rest periods as close as possible to their inid-shift or midway through the employee's entitlement period.
- 2. The parties agree to the implementation of a committee consisting of four (4) representatives from the Union (two [2] from each Casino) and up to four (4) representatives from the Employer to review the issue and develop recommendations.
- 5. If the issue is not resolved by the committee, the issue then may be referred to the Central Labour Management Committee.
- 4. This Memorandum of Agreement does not apply to employees in the classifications of Dealer or Inspectors.

Dac. 19, 2000 Date

On Behalf of the Manitoba **Government Employees' Union** 

**Lotteries Corporation** 

#### **BETWEEN**

#### MANITOBA LOTTERIES CORPORATION

ANI)

#### RIANITOBA GOVERNMENT EMILOYEES' UNION

RE: TIPS

The Manitoba Lotteries Corporation will maintain its practice of permitting tipping at Club Regent Casino and McPhillips Street Station Casino with the current tip distribution in effect continuing.

The current practice will be maintained until the expiry of the collective agreement unless otherwise prohibited or restricted by the Gaming Control Commission under the Gaming Control and Consequential Amendments Act and regulations.

On Behalf **of** the Manitoba

Government Employees' Union

Lotteries Corporation

Dec. 19,2000 Date

#### **BETWEEN**

## MANITOBA GOVERNMENT EMPLOYEES' UNION

#### AND

#### RIANITOBA LOTTERIES CORPORATION

#### RE: ARTICLE 26 - UNIFORMS AND PROTECTIVE CLOTHING - UNIFORM **DESIGN**

1:01 The parties agree that prior to the Employer changing the design of a uniform or introducing an Employer provided uniform, the members of the appropriate Labour/Management Committee will be consulted and will have the opportunity to respond.

On Behalf of the Manitoba

1 Turca

Government Employees' Union

Lotteries Corporation

Dec. 19,2000 Date

# **BETWEEN**

## MANITOBA LOTTERIES CORPORATION

## AND

## MANITOIIA GOVERNRIENT EMPLOYEES' UNION

#### ARTICLE 9 - UNION BUSINESS RE:

The Employer recognizes that the assigned M.G.E.U. Staff Representatives require reasonable access to employees work locations in order to discuss their workplace issues.

The parties agree to meet to develop a process and guidelines to facilitate this access.

On Behalf of the Manitoba
Government Employees' Union

On Behalf of the Manitoba
Lotteries Corporation

Government Employees' Union

Dec. 19, 2000

#### MEALS AND MISCELLANEOUS EXPENSES

## Meals - Eligibility For Claims

- 1:01 Breakfast an employee is expected to have had breakfast before the start of the day's Work, even though some travel may be necessary before the recognized starting time. Exceptions occur to this pattern and cost of breakfast may be claimed when:
  - (a) the employee is in travel status: or
  - (b) the employee has been travelling for more than one (i) hour on Corporation business before the recognized time for the start of the employee's day's work.
- 1:02 Luncheon an employee is expected io make arrangements to provide or purchase luricheon, or the mid-day or mid-shift meal. For many employees, either because of lack of facilities in the area of work or for general convenience or economy, luncheon is carried to work rather than purchased. Exceptions to this pattern, when cost of luncheon may be claimed, occur when:
  - (a) the employee is in travel status; or
  - (b) the employee is away from the employee's normal place of work and <u>outside the</u> <u>headquarter area</u> which would cause the employee to disrupt the employee's normal mid-day or mid-shift meal arrangements.

The inability of the employee to return to the employee's home or residence does not constitute grounds for claim for the cost of a purchased meal.

- 1:03 Dinner an employee may only claim for the cost of a dinner meal when:
  - (b) the employee is in travel status; or
  - (b) the employee has been travelling on Corporation business and not expected to arrive back to the employee's residence before 7:30 p.m. were a meal break not taken.

Any extension **of working hours** at the normal place **of** work is covered under Article 3 – Meal Allowances **During Overtime** Work. No other meal claims except **as** provided **in** this Article shall be paid.

## **Meal Expenses - Travel Within The Province**

**2:01 An** employee who is eligible may claim the actual cost **of** purchased meals up **to** the following maximum amounts:

	<u>Individual Meals</u>					
	<b>Breakfast</b>	<b>Lunch</b>	<u>Supper</u>	Per Diem		
(a) in areas covered by remoteness allowance	\$6.00	\$7.75	\$14.25	\$28.00		
(b) inailotherareas	\$5.50	\$7.25	\$13.25	\$26.00		

- 2:02 For each full day in travel status, an eligible employee may claim the Per Diem Allowance in lieu of individual meal claims to cover the cost of purchased meals.
- 2:03 Where no overnight accommodation is involved, only the appropriate individual expenses under Section :01 may be claimed.
- 2:04 Where a single price or flat rate is charged for meals by the supplier and no other reasonable alternative in the location is available (which may occur in some remote or isolated communities), actual meal expenses exceeding the above maxima may be claimed if supported by a receipt.

## Meal Allowances During Overtime Work

## 3:01 Extension of Working Day

Where an employee's working day has been extended beyond the standard working day or shift at the normal place of work by EITHER -

- (a) at least two (2) hours, exclusive of a dinner or supper break, a meal allowance shall. be paid at \$3.75 per day.
- (b) at least three and a half (3 ½) hours, exclusive of a dinner or supper break, an allowance equivalent to that payable for "Luncheon" in the appropriate area as shown in Article 2. Meal Expenses. Travel Within The Province, shall be paid.
- 3:02 An employee in travel status is not entitled to either of the above allowances.

#### 3:03 Special Emergencies

Where special circumstances arise, i.e. flood control, fire duties, etc. and an employee is required to work extended hours in connection with that emergency, with the authority of the branch head, the employee may claim the cost of purchased meals appropriate to the period worked, **as** provided for under Article 2 – Meals Expenses – Travel Within The Province.

#### **Incidentals Allowance**

- **4:01 An** employee who is in travel status may claim an incidentals allowance for each night of:
  - (a) commercial accommodation three dollars and fifty cents (\$3.50);
  - (b) non-commercial accommodation two dollars and twenty-five cents (\$2.25).
- 4:02 The incidentals allowance covers reimbursement for ail incidental expenses except as provided in Article 6 Miscellaneous Expenses During Travel.

## **Increases To Rates**

5:01 The rates in Article 2 – Meal Expenses – Travel Within the Province, Article 3 – Meal Allowances During Overtime Work and Article 5 – Incidentals Allowance will increase by the following formula:

(a) October 1, 2001 - an amount calculated by measuring the average percentage increase in the Food Purchased from Restaurants component of the Manitoba Consumer Price Index from July 2000 to June 2001. The amount shall be the average of the monthly percentage increases in the component calculated **as** follows:

Total Percentage Increase divided by twelve (12) equals the Average Percentage Increase. The Average Percentage Increase rounded to one (1) decimal place will be applied to each rate and rounded to the nearest five cents (5¢). Per Diems represent the total of the individual meal rates.

- (b) October 1, 2002 an adjustment calculated in the same manner reflecting the increase from July 2001 to June 2002.
- 5:02 Increase the rates in Section 4:01 by the same formula us in Section :01 except using the Food Purchased from Stores component of the Manitoba Consumer Price Index. Increases to be effective:
  - (a) October 1, 2001; and
  - (b) October 1, 2002

## Miscellaneous Expenses During Travel

#### 6:01 Gratuities

No gratuities may be claimed. Allowance is made for these in either the individual meal allowances, the per diem allowances, or as part of the claim for meals during travel outside the province.

#### 6:02 Laundry

- (a) Laundry charges must be supported by receipts and may only be claimed where the employee is travelling on Corporation business and overnight away from home accommodation is involved for a period in excess of **four (4)** consecutive nights;
- (b) no claim may be made where special reimbursement arrangements have been made, such as a weekly or monthly allowance for living costs.

#### 6:03 Parking

- (a) **An** employee may claim parking expenses **as** follows:
  - i) short-term parking, when the employee is away from the workplace; and
  - ii) overnight parking where it is not provided with accommodation;
- (b) parking at an airport or other transportation terminal will only be allowed where the parking cost and the transportation costs to and from the terminal are less than the normal allowable transportation costs, i.e. limousine, taxi or bus, as available.

## 6:04 Telephone and Telegram

- (a) Charges for telephone calls and telegrams necessary for business purposes may only be claimed when they are supported by a listing of the person telephoned or telegraphed and the city or town involved;
- (b) an employee is entitled to claim the cost of long distance telephone calls up to a maximum of four dollars arid fifty cents (\$4.50) for each period of three (3) consecutive nights away from the employee's residence on Corporation business arid overnight accommodation is involved.

#### Travel Status - Return Home Over A Weekend

- 7:01 Provided that work schedules permit, an employee in travel status may return home over a weekend and shall be reimbursed travel expenses in an amount not exceeding the cost of maintaining the employee in travel status over the weekend.
- 7:02 If travel is by Corporation vehicle this cost should be evaluated at the per kilometer rate applicable for personal distance traveled for that class of vehicle.

#### Accommodations

- **8:01** Employees travelling on Corporation business are entitled to standard hotel room accommodation with a bath when available.
- 8:02 The type, standard and cost of accommodation, and the period for which such costs may be allowed shall, in the opinion of the branch head, be reasonable considering all relevant circumstances.

#### **Definitions**

**9:01** "Travel status" means absence of the employee from the employee's headquarters area on Corporation business involving travel and accommodation with the approval of the branch head.

## 9:02 "Headquarters area" means:

- (a) **a** metropolitan or urban area **of** not less than twenty-four (24) kilometres (15 miles) in diameter:
- (b) a patrol area or territory of comparable size to a metropolitan area;
- (c) In all other cases, an area twenty-four (24) kilometres (15 miles) around the employee's headquarters.
- 9:03 "Employee's headquarters" means the workplace where the employee is normally stationed or required to use as the employee's base of operations on a continuing basis in relation to which the employee has established a residence.
- 9:03 "Field operations" means activities carried out away from a permanent work location.

## LETTER OF UNDERSTANDING

## **BETWEEN**

## MANITOBA GOVERNMENT EMPLOYEES' UNION

#### AND

## MANITOBA LOTTERIES CORPORATION

Present employees will move to the next highest pay step in the new pay step structure effective November 11, 2000. The employees at the first step of the pay plan will remain at the first step until the employee is eligible for a merit increase.

On Behalf of the Manitoba
Government Employees' Union

On Behalf of the Manitoba
Lotteries Corporation

Dec. 19,2000 Date

#### LETTER OF UNDERSTANDING

#### BETWEEN

## MANITOBA GOVERNMENT EMPLOYEES' UNION

## ANI)

#### MANITOBA LOTTERIES CORPORATION

#### RE: STAND-BY IMPLEMENTATION

Employees included in the former Administrative collective agreement shall receive the revised rates for stand-by, effective March 26, 2000.

Employees included in the former Operations employees collective agreement shall receive the revised rates for stand-by, effective upon ratification the new collective agreement.

On Behalf of the Manitoba

Government Employees' Union

Lotteries Corporation

Dec. 19, 2000 Date

## LETTER OF UNDERSTANDING

#### **BETWEEN**

#### MANITOBA GOVERNMENT EMPLOYEES' UNION

#### AND

## MANITOBA LOTTERIES CORPORATION

## SUBJECT: EMPLOYMENT EQUITY

A Joint Manitoba Lotteries Corporation - Manitoba Government Employees' Union Committee is to be established to develop Employment Equity criteria/considerations in filling vacant or new positions based on the principle that:

- 1. "The Manitoba Lotteries Corporation and the Manitoba Government Employees' Union acknowledge, recognize and endorse the principle of Employment Equity and therefore agree to cooperate in the development of criteria which will facilitate the selection, hiring, training and promotion of designated groups, i.e. women, aboriginal peoples, persons with disabilities and visible minorities".
- 2. The time limit for the committee to have this completed is March 31, 2001
- 3. If there is no agreement between the parties by March 31, 2001 the matter may be submitted to Arbitration (e.g. Bill Hamilton) to set the criteria based on the above principle.
- 4. For the interim period until a policy is established, the Manitoba Lotteries Corporation's present practice on Employment Equity will apply/continue.

**On** Behalf of the Manitoba Government Employees' Union

1. Turcan

On Behalf of the Manitoba Lotteries Corporation

Doc. 19, 2000

PAY PLAN "A" EFFECTIVE NOVEMBER 11, 2000

Classifications	Step 1	Step2	Step3	Step4	Step 5	Step6	Step7
Account Representative	1228.78	1271.78	1316.30	1362.37	1410.05	1459.40	1510.48
	15.36	15.90	16.45	17.03	17.63	18.24	18.88
Accountant	1145.33	1185.42	1226.91	1269.85	1314.29	1360.29	1407.90
	14.32	14.82	15.34	15.87	16.43	17.00	17.60
Accounting Clerk I	978.42	1012.66	1048.11	1084.79	1122.76	1162.05	1202.73
	12.23	12.66	13.10	13.56	14.03	14.53	15.03
Accounting Clerk II	1145.33	1185.42	1226.91	1269.85	1314.29	1360.29	1407.90
	14.32	14.82	15.34	15.87	16.43	17.00	17.60
Accounting Supervisor I	1228.78	1271.78	1316.30	1362.37	1410.05	1459.40	1510.48
	15.36	15.90	16.45	17.03	17.63	18.24	18.88
Accounting Supervisor II	1479.98	1531.78	1585.40	1640.89	1698.32	1757.76	1819.28
	18.50	19.15	19.82	20.51	21.23	21.97	22.74
Admin. Asst. Brandon	978.42	1012.66	1048.11	1084.79	1122.76	1162.05	1202.73
	12.23	12.66	13.10	13.56	14.03	14.53	15.03
Admin. Asst. to Controller	1061.88	1099.05	1137.52	1177.33	1218.54	1261.19	1305.33
	13.27	13.74	14.22	14.72	15.23	15.76	16.32
Admin. Asst. to Director	1061.88 13.27	1099.05	1137.52 14.22	1177.33 14.72	1218.54 15.23	1261.19 15.76	1305.33 16.32
Admin. Asst. to Manager	978.42 12.23	1012.66 12.66	1048.11	1084.79 13.56	1122.76 14.03	1162.05 14.53	1202.73 15.03
Admin. Security Technician	1145.33	1185.42	1226.91	1269.85	1314.29	1360.29	1407.90
	14.32	14.82	15.34	15.87	16.43	17.00	17.60
Analyst	1228.78	1271.78	1316.30 16.45	1362.37	1410.05 17.63	1459.40 18.24	1510.48 18.88
Audio/Visual Co-ordinator	15.36 1563.44	15.90 1618.16	1674.80	17.03 1733.41	1794.08	1856.88	1921.87
Buyer	19.54	20.23	20.93	21.67	22.43	23.21	24.02
	978.42	1012.66	1048.11	1084.79	1122.76	1162.05	1202.73
	12.23	12.66	13.10	13.56	14.03	14.53	15.03



PAY PLAN "A" EFFECTIVE NOVEMBER 11, 2000

Classifications	Step 1	Step2	Step3	Step4	Step5	Step6	Step7
Co-ordinator, Instant & B/O Games	1145.33	1185.42	1226.91	1269.85	1314.29	1360.29	1407.90
	14.32	14.82	15.34	15.87	16.43	17.00	17.60
Co-ordinator, Games Instruction	1563.44	618.16	1674.80	1733.41	1794.08	1856.88	921.87
	19.54	20.23	20.93	21.67	22.43	23.21	24.02
Co-ordinator, Training & Promotions	1312.23	358.16	1405.70	1454.90	1505.82	1558.52	613.07
	16.40	16.98	17.57	18.19	18.82	19.48	20.16
Data Entry Clerk	894.97	926.30	958.72	992.27	1027.00	1062.95	1100.15
	11.19	11.58	11.98	12.40	12.84	13.29	13.75
Depot Clerk	894.97	926.30	958.72	992.27	1027.00	1062.95	1100.15
	11.19	11.58	11.98	12.40	12.84	13.29	13.75
Depot Clerk , Lead Hand	1061.88	1099.05	1137.52	1177.33	1218.54	1261.19	1305.33
	13.27	13.74	14.22	14.72	15.23	15.76	16.32
Depot Supervisor	1396.54	1445.42	1496.01	1548.37	1602.56	1658.65	1716.70
	17.46	18.07	18.70	19.35	20.03	20.73	21.46
Entertainment Coordinator	1145.33	1185.42	1226.91	269.85	1314.29	360.29	1407.90
	14.32	14.82	15.34	15.87	16.43	17.00	17.60
Financial Analyst	1228.78	1271.78	1316.30	362. <b>3</b> 7	1410.05	459.40	1510.48
	15.36	15.90	16.45	17.03	17.63	18.24	18.88
Hotline Technician	1145.33	1185.42	1226.91	269.85	1314.29	360.29	1407.90
	14.32	14.82	15.34	15.87	16.43	17.00	17.60
House Accounts Clerk	894.97	926.30	958.72	992.27	1027.00	1062.95	1100.15
	11.19	11.58	11.98	12.40	12.84	13.29	13.75
Inventory Re-Work Technician	1145.33 14.32	1185.42 14.82	1226.91 15.34	1269.85 15.87	1314.29 16.43	1360. <b>2</b> 9	1407.90 17.60
Investigative Security Officer	1269.70	1314.14	1360.13	1407.74	1457.01	1508.00	1560.78
	15.87	16.43	17.00	17.60	18.21	18.85	19.51
Investigator	1479.98	1531.78	1585.40	1640.89	1698.32	1757.76	1819.28
	18.50	19.15	19.82	20.51	21.23	21.97	22.74

PAY PLAN "A" EFFECTIVE NOVEMBER 11, 2000

Classifications	Step1	Step2	Step3	Step4	Step5	Step6	Step7
Network Administrator I	1290. <b>22</b>	1335.38	1382.11	1430.49	1480.55	1 <b>532.37</b>	1586.01
	16.13	16.69	17.28	17.88	18.51	19.15	19.83
Network Administrator II	1466.37	1517.69	1570.81	1625.79	1682.69	1741.59	1802.54
	18.33	18.97	19.64	20.32	21.03	21.77	22.53
Network Administrator III	1640.80	1706.40	1766.40	1828.00	1892.00	1958.40	2027.20
	20.51	21.33	22.08	22.85	23.65	24.48	25.34
Order Desk Clerk	894.97	926.30	958. <b>7</b> 2	992.27	1027.00	1062.95	1100.15
	11.19	11.58	11.98	12.40	12.84	13.29	13. <b>7</b> 5
Payroll Clerk	1061.88	1099.05	1137.52	1177.33	1218.54	1261.19	1305.33
	13.27	13.74	14.22	14.72	15.23	15.76	16.32
Payroll Supervisor	1 <b>228.78</b>	1271.78	1316.30	1362.37	1410.05	1459.40	1510.48
	15.36	15.90	16.45	17.03	17.63	18.24	18.88
Promotions Coordinator	1145.33	1185.42	1226.91	1269.85	1314.29	1360.29	1407.90
	14.32	14.82	15.34	15.87	16.43	17.00	17.60
Purchasing Agent	1396.54	1445.42	1496.01	1548.37	1602.56	1658.65	1716.70
	17.46	18.07	18.70	19.35	20.03	20.73	21.46
Purchasing Supervisor	1563.44	1618.16	1674.80	1733.41	1794.08	1856.88	1921.87
	19.54	20.23	20.93	21.67	22.43	23.21	24.02
Receptionist	894.97	926.30	958.72	992.27	1027.00	1062.95	1100.15
	11.19	11.58	11.98	12.40	12.84	13.29	13.75
Retail Development Supervisor	1312.23	1358.16	1405.70	1454.90	1505.82	1558.52	1613.07
	16.40	16.98	17.57	18.19	18.82	19.48	20.16
Sales Representative	1228.78	1271.78	1316.30	1362.37	1410.05	1459.40	1510.48
	15.36	15.90	16.45	17.03	17.63	18.24	18.88
Sales Supervisor	1396.54	1445.42	496.01	1548.37	1602.56	1658.65	716.70
	17.46	18.07	18.70	19.35	20.03	20.73	21.46
Senior Administrative Technician	1228.78	1271.78	316.30	1362.37	1410.05	1459.40	510.48
	15.36	15.90	16.45	17.03	17.63	18.24	18.88

PAY PLAN "A" EFFECTIVE NOVEMBER 11, 2000

Classifications	Step 1	Step2	Step3	Step4	Step5	Step6	Step7
Senior Clerk Typist	894.97	926.30	958.72	992.27	1027.00	1062.95	1100.15
	11.19	11.58	11.98	12.40	12.84	13.29	13.75
Senior Hotline Technician	1228.78	1271.78	1316.30	1362.37	1410.05	1459.40	1510.48
	15.36	15.90	16.45	17.03	17.63	18.24	18.88
Senior Service Technician	1228.78	1271.78	1316.30	1362.37	1410.05	1459.40	1510.48
	15.36	15.90	16.45	17.03	17.63	18.24	18.88
Senior Site Support Representative	1563.44	1618.16	1674.80	1733.41	1794.08	1856.88	1921.87
	19.54	20.23	20.93	21.67	22.43	23.21	24.02
Shipper/Receiver	894.97	926.30	958.72	992.27	1027.00	1062.95	1100.15
	11.19	11.58	11.98	12.40	12.84	13.29	13.75
Site Support Representative	1312.23	1358.16	1405.70	1454.90	1505.82	1558.52	1613.07
	16.40	16.98	17.57	18.19	18.82	19.48	20.16
Systems Administrator I	1202.60	1244.69	1288.25	1333.34	1380.01	1428.31	1478.30
	15.03	15.56	16.10	16.67	17.25	17.85	18.48
Systems Administrator II	1377.85	1426.07	1475.99	1527.64	1581. <b>11</b>	1636.45	1693.73
	17.22	17.83	18.45	19.10	19.76	20.46	21.17
Systems Developer I	1466.37	1517.69	1570.81	1625.79	1682.69	1741.59	1802.54
	18.33	18.97	19.64	20.32	21.03	21.77	22.53
Systems Developer II	1759.56	1820.94	1883.96	1950.25	2018.17	2088.56	2161.39
	21.99	22.76	23.55	24.38	25.23	26.11	27.02
Systems Developer III	1940.00 24.25	2008.00 25.10	2054.40 25.68	<b>2152.00 26.90</b>	2227.20 27.84	2304.80 28.81	2385.60 29.82
Technical Services Coordinator	1563.44	1618.16	1674.80	1733.41	1794.08	1856.88	1921.87
	19.54	20.23	20.93	21.67	22.43	23.21	24.02
Technical Specialist I	1466.37	1517.69	1570.81	1625.79	1682.69	1741.59	1802.54
	18.33	18.97	19.64	20.32	21.03	21.77	22.53
Technical Specialist II	1759.56	1820.94	1883.96	1950.25	2018.17	2088.56	2161.39
	21.99	22.76	23.55	24.38	25.23	26.11	27.02

PAY PLAN "A" EFFECTIVE NOVEMBER 11, 2000

Classifications	Step1	Step2	Step3	Step4	Step5	Step 6	Step7
Technical Specialist III	1940.00	2008.00	2054.40	2152.00	2227.20	2304.80	2385.60
	24.25	25.10	25.68	26.90	27.84	28.81	29.82
Technical Support Specialist	1419.92	1469.85	1521.41	1574.60	1629.43	1686.72	1745.65
	17.75	18.37	19.02	19.68	20.37	21.08	21.82
Telemarketing Representative	1145.33	1185.42	1226.91	1269.85	1314.29	1360.29	1407.90
	14.32	14.82	15.34	15.87	16.43	17.00	17.60
Telemarketing Supervisor	1396.54	1445.42	1496.01	1548.37	1602.56	1658.65	1716.70
	17.46	18.07	18.70	19.35	20.03	20.73	21.46
Tours & Group Sales Coordinator	1145.33	1185.42	1226.91	1269.85	1314.29	1360.29	1407.90
	14.32	14.82	15.34	15.87	16.43	17.00	17.60
Training & Promotions Officer	1145.33	1185.42	1226.91	1269.85	1314.29	1360.29	1407.90
	14.32	14.82	15.34	15.87	16.43	17.00	17.60
Warehouse Clerk	894.97	926.30	958.72	992.27	1027.00	1062.95	1100.15
	11.19	11.58	11.98	12.40	12.84	13.29	13.75

PAY PLAN "B" EFFECTIVE NOVEMBER 11, 2000

Classifications	Step 1	step 2	Step 3
Animatronics Operator	12.21	12.57	12.92
Bank Supervisor	15.39	15.85	16.31
Bingo Supervisor	15.39	15.85	16.31
BKV Attendant	10.07	10.36	10.66
Cashier	10.37	10.66	10.96
Countroom Cashier	10.37	10.66	10.96
Countroom Supervisor	15.39	15.85	16.31
Customer Service Rep.	10.07	10.36	10.66
Dealer*	10.33	10.64	10.94
Facility Technician	14.86	15.31	15.76
Floor Supervisor Slots	15.39	15.85	16.31
Games Instructor	17.37	17.89	18.41
Gaming Technician	15.16	15.61	16.06
Guest Services Supervisor	15.39	15.85	16.31
Housekeeping Attendant	10.07	10.36	10.66
Housekeeping Attendant-Industrial	10.37	10.66	10.96
Housekeeping Supervisor	15.39	15.85	16.31
inspector	15.39	15.85	16.31
Keno Supervisor	15.39	15.85	16.31
Maintenance Technician	12.21	12.57	12.92

## PAY PLAN"B" EFFECTIVE NOVEMBER 11, 2000

Classifications	Step 1	Step 2	Step 3
Security Officer	10.37	10.66	10.96
Security Supervisor	15.39	15.85	16.31
Senior Cashier	12.21	12.57	12.92
Slot Attendant	10.07 <b>BR</b>	10.36	10.66
Switchboard Operator	10.07	10.36	10.66
Uniform Supervisor	5.39	15.85	16.31
Uniform Technician	0.07	10.36	10.66

<sup>\*</sup>A Dealer will receive \$0.25/hr. for each additional game a Dealer is certified to deal 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

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 to the Dealer and the \$0.25/hr. will cease two weeks after. Employees on payroll as of July 23, 1995 who currently receive the \$0.25/hr. for games not available to the public as of this date, shall continue to do so.

PAY PLAN "A" EFFECTIVE MARCH 25, 2001

Classifications	Step 1	Step2	Step 3	Step4	Step 5	Step6	Step7
Account Representative	1257.04	1301.03	1346.58	1393.71	1442.48	1492.97	1545.22
	15.71	16.26	16.83	17.42	18.03	18.24	19.32
Accountant	1171.67	1212.68	1255.13	1299.05	1344.52	1391.58	1440.28
	14.65	15.16	15.69	16.24	16.81	17.39	18.00
Accounting Clerk I	1000.92	1035.95	1072.22	1109.74	1148.58	1188.78	1230.39
	12.51	12.95	13.40	13.87	14.36	14.86	15.38
Accounting Clerk II	1171.67	1212.68	1255.13	1299.05	1344.52	1391.58	1440.28
	14.65	15.16	15.69	16.24	16.81	17.39	18.00
Accounting Supervisor I	1257.04	1301.03	1346.58	1393.71	1442.48	1492.97	1545.22
	15.71	16.26	16.83	17.42	18.03	18.24	19.32
Accounting Supervisor II	1514.02	1567.01	1621.86	1678.63	1737.38	1798.19	1861.12
	18.93	<b>19.5</b> 9	20.27	20.98	21.72	22.48	23.26
Admin. Asst. Brandon	1000.92	1035.95	1072.22	1109.74	1148.58	1188.78	1230.39
	12.51	12.95	13.40	13.87	14.36	14.86	15.38
Admin. Asst. to Controller	1086.30	1124.33	1163.68	1204.40	1246.57	1290.20	1335.35
	13.58	14.05	14.55	15.06	15.58	16.13	16.69
Admin. Asst. to Director	1086.30	1124.33	1163.68	1204.40	1246.57	1290.20	1335.35
	13.58	14.05	14.55	15.06	15.58	16.13	16.69
Admin. Asst. to Manager	1000.92	1035.95	1072.22	1109.74	1148.58	1188.78	1230.39
	12.51	12.95	13.40	13.87	14.36	14.86	15.38
Admin. Security Technician	1171.67	1212.68	1255.13	1299.05	1344.52	1391.58	1440.28
	14.65	15.16	15.69	16.24	16.81	17.39	18.00
Analyst	1257.04	1301.03	1346.58	1393.71	1442.48	1492.97	1545.22
	15.71	16.26	16.83	17.42	18.03	18.24	19.32
Audio/Visual Co-ordinator	1599.40	1655.37	1713.32	1773.27	1835.34	1899.59 23.74	1966.07 24.58
	19.99	20.69	21.42	22.17	22.94	23.14	24.00
Buyer	1000.92 12.51	1035.95 12.95	1072.22 13.40	1109.74	1148.58	1188.78	1230.39
	12.51	12.90	13.40	13.87	14.36	14.86	15.38

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PAY PLAN "A" EFFECTIVE MARCH 25, 2001

Classifications	Step 1	Step2	Step3	Step4	Step 5	Step6	Step 7
Co-ordinator, Instant & B/O Games	1171.67	212.68	1255.13	1299.05	1344.52	1391.58	440.28
	14.65	15.16	15.69	16.24	16.81	17.39	18.00
Co-ordinator, Games Instruction	1599.40	655.37	1713.32	1773.27	1835.34	1899.59	966.07
	19.99	20.69	21.42	22.17	22.94	23.74	24.58
Co-ordinator, Training & Promotions	1342.41	1389.40	1438.03	1488.36	1540.45	1594.37	1650.17
	16.78	17.37	17.98	18.60	19.26	19.93	20.63
Data Entry Clerk	915.55	947.60	980.77	1015.09	1050.62	1087.40	1125.45
	11.44	11.85	12.26	12.69	13.13	13.59	14.07
Depot Clerk	915.55	947.60	980.77	1015.09	1050.62	1087.40	1125.45
	11.44	11.85	12.26	12.69	13.13	13.59	14.07
Depot Clerk, Lead Hand	1086.30	1124.33	1163.68	1204.40	1246.57	1290.20	1335.35
•	13.58	14.05	14.55	15.06	15.58	16.13	16.69
Depot Supervisor	1428.66	1478.66	1530.42	1583.98	1639.41	1696.80	1756.18
5, 5, 5, 7, 5, 5	17.86	18.48	19.13	19.80	20.49	21.21	21.95
Entertainment Coordinator	1171.67	1212.68	1255.13	1299.05	1344.52	1391.58	1440.28
	14.65	15.16	15.69	16.24	16.81	17.39	18.00
Financial Analyst	1257.04	1301.03	1346.58	1393.71	1442.48	1492.97	1545.22
Tindriotal, tildiyet	15.71	16.26	16.83	17.42	18.03	18.24	19.32
Hotline Technician	1171.67	1212.68	1255.13	1299.05	1344.52	1391.58	1440.28
Tionine Teerinician	14.65	15.16	15.69	16.24	16.81	17.39	18.00
House Accounts Clerk	915.55	947.60	980.77	1015.09	1050.62	1087.40	1125.45
Tiduse Accounts Clerk	11.44	11.85	12.26	12.69	13.13	13.59	14.07
Inventory Re-Work Technician	1171.67	1212.68	1255.13	1299.05	1344.52	1391.58	1440.28
inventory Re-Work Technician	14.65	15.16	15.69	16.24	16.81	17.39	18.00
Leave that the Occupit Office	4000.00	4044.07	4204 44	4440.40	4400 50	4540.60	1506 69
Investigative Security Officer	1298.90 16.24	1344.37 16.80	1391.41 17.39	1440.12 18.00	1490.52 18.63	1542.68 19.28	1596.68 19.96
	484400	4505.01					4004.40
Investigator	1514.02 18.93	1567.01 19.59	1621.86 20.27	1678.63 20.98	1737.38 21.72	1798.19 22.48	1861.12 23.26

PAY PLAN "A" EFFECTIVE MARCH 25, 2001

Classifications	Step 1	Step2	Step3	Step4	Step 5	Step 6	Step7
Network Administrator I	1319.90	1366.09	413.90	1463.39	514.60	1567.61	1622.49
	16.50	17.08	17.67	18.29	18.93	19.60	20.28
Network Administrator II	1500.10	1552.60	606.94	1663.18	721.39	1781.65	1844.00
	18.75	19.41	20.09	20.79	21.52	22.27	23.05
Network Administrator III	1678.54	745.65	807.03	1870.04	1935.52	2003.44	2073.83
	20.98	21.82	22.59	23.38	24.19	25.04	25.92
Order Desk Clerk	915.55	947.60	980.77	1015.09	1050.62	1087.40	1125.45
	11.44	11.85	12.26	12.69	13.13	13.59	14.07
Payroll Clerk	1086.30	124.33	163.68	1204.40	1246.57	1290.20	1335.35
•	13.58	14.05	14.55	15.06	15.58	16.13	16.69
Payroll Supervisor	1257.04	301.03	346.58	1393.71	1442.48	1492.97	1545.22
, ,	15.71	16.26	16.83	17.42	18.03	18.24	19.32
Promotions Coordinator	1171.67	212.68	255.13	1299.05	1344.52	391.58	1440.28
	14.65	15.16	15.69	16.24	16.81	17.39	18.00
Purchasing Agent	1428.66	478.66	530.42	1583.98	1639.41	696.80	1756.18
	17.86	18.48	19.13	19.80	20.49	21.21	21.95
Purchasing Supervisor	1599.40	1655.37	1713.32	1773.27	1835.34	1899.59	1966.07
	19.99	20.69	21.42	22.17	22.94	23.74	24.58
Receptionist	915.55	947.60	980.77	1015.09	1050.62	1087.40	1125.45
	11.44	11.85	12.26	12.69	13.13	13.59	14.07
Retail Development Supervisor	1342.41	1389.40	1438.03	1488.36	1540.45	1594.37	1650.17
	16.78	17.37	17.98	18.60	19.26	19.93	20.63
Sales Representative	1257.04	1301.03	1346.58	1393.71	1442.48	1492.97	1545.22
	15.71	16.26	16.83	17.42	18.03	18.24	19.32
Sales Supervisor	1428.66	1478.66	1530.42	1583.98	1639.41	1696.80	1756.18
	17.86	18.48	19.13	19.80	20.49	21.21	21.95
Senior Administrative Technician	1257.04	1301.03	1346.58	1393.71	1442.48	1492.97	1545.22
	15.71	16.26	16.83	17.42	18.03	18.24	19.32

PAY PLAN "A" EFFECTIVE MARCH 25, 2001

Classifications	Step <b>■</b>	Step2	Step3	Step4	Step5	Step6	Step7
Senior Clerk Typist	915.55	947.60	980.77	1015.09	1050.62	1087.40	1125.45
	11.44	11.85	12.26	12.69	13.13	13.59	14.07
Senior Hotline Technician	1257.04	1301.03	1346.58	1393.71	1442.48	1492.97	1545.22
	15.71	16.26	16.83	17.42	18.03	18.24	19.32
Senior Service Technician	1257.04	1301.03	1346.58	1393.71	1442.48	1492.97	1545.22
	15.71	16.26	16.83	17.42	18.03	18.24	19.32
Senior Site Support Representative	1599.40	1655.37	1713.32	1773.27	1835.34	1899.59	1966.07
	19.99	20.69	21.42	22.17	22.94	23.74	24.58
Shipper/Receiver	915.55	947.60	980.77	1015.09	1050.62	1087.40	1125.45
	1 <b>1</b> 44	11.85	12.26	12.69	13.13	13.59	14.07
Site Support Representative	1342.41	1389.40	1438.03	1488.36	1540.45	1594.37	1650.17
	16.78	17.37	17.98	18.60	19.26	19.93	20.63
Systems Administrator I	1230.26	1273.32	1317.88	1364.00	1411.75	1461.16	1512.30
·	15.38	15.92	16.47	17.05	17.65	18.26	18.90
Systems Administrator II	1409.54	1458.87	1509.94	1562.78	1617.48	1674.09	1732.69
•	17.62	18.24	18.87	19.53	20.22	20.93	21.66
Systems Developer I	<b>1500</b> .10	1552.60	1606.94	1663.18	1721.39	1781.65	1844.00
	18.75	19.41	20.09	20.79	21.52	22.27	23.05
Systems Developer II	1800.03	1862.82	1927.29	1995.11	2064.59	2136.60	2211.10
Cystems Developer II	22.50	23.29	24.09	24.94	25.81	26.71	27.64
Systems Developer III	1984.62	2054.18	2101.65	2201.50	2278.43	2357.43	2440.47
dystems beveloper in	24.81	25.68	26.27	27.52	28.48	29.47	30.51
Technical Services Coordinator	1599.40	1655.37	1713.32	1773.27	1835.34	1899.59	1966.07
	19.99	20.69	21.42	22.17	22.94	23.74	24.58
Technical Specialist I	1500.10	1552.60	1606.94	1663.18	1721.39	1781.65	1844.00
	18.75	19.41	20.09	20.79	21.52	22.27	23.05
Technical Specialist II	1800.03	1862.82	1927.29	1995.11	2064.59	2136.60	2211.10
1	22.50	23.29	24.09	24.94	25.81	26.71	27.64

PAY PLAN "A" EFFECTIVE MARCH 25, 2001

Classifications	Step <b>■</b>	Step2	Step3	Step4	Step5	Step 6	Step7
Technical Specialist III	1984.62	2054.18	2101.65	2201.50	2278.43	2357.43	2440.47
	24.81	25.68	26.27	27.52	28.48	29.47	30.51
Technical Support Specialist	1452.58	1503.66	1556.40	1610.82	1666.91	1725.51	1785.80
	18.16	18.80	19.46	20.14	20.84	21.57	22.32
Telemarketing Representative	1171.67	1212.68	1255.13	1299.05	1344.52	1391.58	1440.28
, ordinamening respiration	14.65	15.16	15.69	16.24	16.81	17.39	18.00
Telemarketing Supervisor	1428,66	1478.66	1530.42	1583.98	1639.41	1696.80	1756.18
relemarketing Supervisor	17.86	18.48	19.13	19.80	20.49	21.21	21.95
T 00 01 0 11 1	44=4.0=	4040.00	1055.10	1000 05	1011 50	1001.50	
Tours & Group Sales Coordinator	1171.67 14.65	1212.68 15.16	1255.13 15.69	1299.05 16.24	1344.52 16.81	1391.58 17.39	1440.28 18.00
	14.00	15.10	15.09	10.24	10.01	17.39	10.00
Training & Promotions Officer	1171.67	1212.68	1255.13	1299.05	1344.52	1391.58	1440.28
	14.65	15.16	15.69	16.24	16.81	17.39	18.00
Warehouse Clerk	915.55	947.60	980.77	1015.09	1050.62	1087.40	1125.45
warehouse cierk	11.44	11.85	12.26	12.69	13.13	13.59	14.07

PAY PLAN "B" EFFECTIVE MARCH 25, 2001

Classifications	Step <b>■</b>	Step 2	Step 3
Animatronics Operator	12.66	13.02	13.37
Bank Supervisor	15.84	16.30	16.76
Bingo Supervisor	15.84	16.30	16.76
BKV Attendant	10.52	10.81	11.11
Cashier	10.82	11.11	11.41
Countroom Cashier	10.82	11.11	11.41
Countroom Supervisor	15.84	16.30	16.76
Customer Service Rep.	10.52	10.81	11.11
Dealer*	10.78	11.09	11.39
Facility Technician	15.31	15.76	15.91 16.21
Floor Supervisor Slots	15.84	16.30	16.76
Games Instructor	17.82	18.34	18.86
Gaming Technician	15.61	16.06	16.51
Guest Services Supervisor	15.84	16.30	16.76
Housekeeping Attendant	10.52	10.81	11.11
Housekeeping Attendant-Industrial	10.82	11.11	11.41
Housekeeping Supervisor	15.84	16.30	16.76
Inspector	15.84	16.30	16.76
Keno Supervisor	15.84	16.30	16.76
Maintenance Technician	12.66	13.02	13.37

## PAY PLAN "B" EFFECTIVE MARCH 25, 2001

Classifications	Step 1	Step 2	Step 3
Security Officer	10.82	11.11	11.41
Security Supervisor	15.84	16.30	16.76
Senior Cashier	12.66	13.02	13.37
Slot Attendant	<sub>10.52</sub> BR	10.81	11.11
Switchboard Operator	10.52	10.81	11.11
Uniform Supervisor	15.84	16.30	16.76
Uniform Technician	10.52	10.81	11.11

<sup>\*</sup>A Dealer will receive \$0.25/hr. for each additional game a Dealer is certified to deal 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 to the Dealer and the \$0.25/hr. will cease two weeks after. Employees on payroll as of July 23, 1995 who currently receive the \$0.25/hr. for games not available to the public as of this date, shall continue to do so.



PAY PLAN "A" EFFECTIVE MARCH 24, 2002

Classifications	Step <b>■</b>	Step2	Step3	Step4	Step 5	Step 6	Step 7
Account Representative	1285.95 16.07	1330.95 16.64	1377.55 17.22	1425.76 17.82	1475.66 18.45	1527.31 19.09	1580.76 19.76
	10.07	10.04	11.22	17.02	10.40	19.09	19.76
Accountant	1198.62	1240.57	1284.00	1328.93	1375.44	1423.59	1473.41
	14.98	15.51	16.05	16.61	17.19	17.79	18.42
Accounting Clerk I	1023.94	1059.78	1096.88	1135.26	1175.00	1216.12	1258.69
	12.80	13.25	13.71	14.19	14.69	15.20	15.73
Accounting Clerk II	1198.62	1240.57	1284.00	1328.93	1375.44	1423.59	1473.41
	14.98	15.51	16.05	16.61	17.19	17.79	18.42
Accounting Supervisor I	1285.95	1330.95	1377.55	1425.76	1475.66	1527.31	1580.76
3 - 1	16.07	16.64	17.22	17.82	18.45	19.09	19.76
Accounting Supervisor II	1548.84	1603.05	1659.16	1717.24	1777.34	1839.55	1903.93
Accounting Supervisor in	19.36	20.04	20.74	21.47	22.22	22.99	23.80
Admin Acet Brandon	1002.04	1050 70	1006.00	1125.26	1175.00	1010 10	1050.60
Admin. Asst. Brandon	1023.94 12.80	1059.78 13.25	1096.88 13.71	1135.26 14.19	1175.00 14.69	1216.12 15.20	1258.69 15.73
Admin. Asst. to Controller	1111.28 13.89	1150.19 14.38	1190.44 14.88	1232.10 15.40	1275.24 15.94	1319.87 16.50	1366.06 17.08
	10.00	14.00	14.00	10.40	10.04	10.00	17.00
Admin. Asst. to Director	1111.28	1150.19	1190.44	1232.10	1275.24	1319.87	1366.06
	13.89	14.38	14.88	15.40	15.94	16.50	17.08
Admin. Asst. to Manager	1023.94	1059.78	1096.88	1135.26	1175.00	1216.12	1258.69
	12.80	13.25	13.71	14.19	14.69	15.20	15.73
Admin. Security Technician	1198.62	1240.57	1284.00	1328.93	1375.44	1423.59	1473.41
	14.98	15.51	16.05	16.61	17.19	17.79	18.42
Analyst	1285.95	1330.95	1377.55	1425.76	1475.66	1527.31	1580.76
	16.07	16.64	17.22	17.82	18.45	19.09	19.76
Audio/Visual Co-ordinator	1636.19	1693.44	1752.73	1814.06	1877.55	1943.28	2011.29
	20.45	21.17	21.91	22.68	23.47	24.29	25.14
Buyer	1023.94	1059.78	1096.88	1135.26	1175.00	1216.12	1258.69
•	12.80	13.25	13.71	14.19	14.69	15.20	15.73

PAY PLAN "A" EFFECTIVE MARCH 24, 2002

Classifications	Step ■	Step2	Step3	Step4	Step 5	Step 6	Step7
Co-ordinator, Instant & B/O Games	1198.62	1240.57	1284.00	1328.93	1375.44	1423.59	1473.41
	14.98	15.51	16.05	16.61	17.19	17.79	18.42
Co-ordinator, Games Instruction	1636.19 20.45	1693.44 21.17	1752.73 21.91	1814.06 22.68	1877.55	1943.28	2011.29
Co-ordinator, Training & Promotions	1373.29	1421.36	1471.10	1522.59	23.47 1575.88	24.29	25.14 1688.12
Data Entry Clerk	17.17 936.61	17.77 969.39	18.39 1003.33	19.03 1038.44	19.70 1074.78	20.39	21.10 1151.34
Depot Clerk	11.71	12.12	12.54	12.98	13.43	13.90	14.39
	936.61	969.39	1003.33	1038.44	1074.78	1112.41	1151.34
Depot Clerk , Lead Hand	11.71	12.12	12.54	12.98	13.43	13.90	14.39
	1111.28	1150.19	1190.44	1232.10	1275.24	1319.87	1366.06
	13.89	14.38	14.88	15.40	15.94	16.50	17.08
Depot Supervisor	1461.52	1512.67	1565.62	1620.41	1677.1 <b>I</b>	1735.83	1796.57
	18.27	18.91	19.57	20.25	20.96	21.70	22.46
Entertainment Coordinator	1198.62	1240.57	1284.00	1328.93	1375.44	1423.59	1473.41
	14.98	15.51	16.05	16.61	17.19	17.79	18.42
Financial Analyst	1285.95	1330.95	1377.55	1425.76	1475.66	1527.31	1580.76
	16.07	16.64	17.22	17.82	18.45	19.09	19.76
Hotline Technician	1198.62	1240.57	1284.00	1328.93	1375.44	1423.59	1473.41
	14.98	15.51	16.05	16.61	17.19	17.79	18.42
House Accounts Clerk	936.61 11.71	969.39 12.12	1003.33 12.54	1038.44 12.98	1074.78 13.43	1112.41 13.90	<b>1</b> 151.34 14.39
Inventory Re-Work Technician	1198.62	1240.57	1284.00	1328.93	1375.44	1423.59	1473.41
	14.98	15.51	16.05	16.61	17.19	17.79	18.42
Investigative Security Officer	1328.77	1375.29	1423.41	1473.24	1524.80	1578.16	1633.40
	16.61	17.19	17.79	18.42	19.06	19.73	20.42
Investigator	1548.84	1603.05	1659.16	1717.24	1777.34	1839.55	1903.93
	<b>1</b> 9.36	20.04	20.74	21.47	22.22	22.99	23.80

PAY PLAN "A" EFFECTIVE MARCH 24, 2002

Classifications	Step 1	Step2	Step3	Step4	Step 5	Step6	Step7
Network Administrator I	1350.26	1397.51	1446.41	1497.05	1549.44	1603.66	1659.81
	16.88	17.47	18.08	18.71	19.37	20.05	20.75
Network Administrator II	1534.60	1588.31	1643.90	1701.43	1760.98	1822.63	1886.41
	19.18	19.85	20.55	21.27	22.01	22.78	23.58
Network Administrator III	1717.15	1785.80	1848.59	1913.05	1980.04	2049.52	2 21.53
	21.46	22.32	23.11	23.91	24.75	25.62	26.52
Order Desk Clerk	936.61	969.39	1003.33	1038.44	1074.78	1112.41	1 51.34
	11.71	12.12	12.54	12.98	13.43	13.90	14.39
Payroll Clerk	1111.28	150.19	1190.44	1232.10	1275.24	319.87	1366.06
	13.89	14.38	14.88	15.40	15.94	16.50	17.08
Payroll Supervisor	1285.95	330.95	1377.55	1425.76	1475.66	527.31	1580.76
	16.07	16.64	17.22	17.82	18.45	19.09	19.76
Promotions Coordinator	1198.62	1240.57	1284.00	1328.93	1375.44	1423.59	1473.41
	14.98	15.51	16.05	16.61	17.19	17.79	18.42
Purchasing Agent	1461.52	1512.67	1565.62	1620.41	1677.11	1735.83	1796.57
	18.27	18.91	19.57	20.25	20.96	21.70	22.46
Purchasing Supervisor	1636.19	1693.44	1752.73	1814.06	1877.55	1943.28	2011.29
	20.45	21.17	21.91	22.68	23.47	24.29	25.14
Receptionist	936.61	969.39	1003.33	1038.44	1074.78	1112.41	1151.34
	11.71	12.12	12.54	12.98	13.43	13.90	14.39
Retail Development Supervisor	1373.29	1421.36	1471.10	1522.59	1575.88	1631.04	1688.12
	17.17	17.77	18.39	19.03	19.70	20.39	21.10
Sales Representative	1285.95	1330.95	1377.55	1425.76	1475.66	1527.31	1580.76
	16.07	16.64	17.22	17.82	18.45	19.09	19.76
Sales Supervisor	1461.52	1512.67	1565.62	620.41	677.11	1735.83	1796.57
	18.27	18.91	19.57	20.25	20.96	21.70	22.46
Senior Administrative Technician	1285.95	1330.95	1377.55	425.76	475.66	1527.31	1580.76
	16.07	16.64	17.22	17.82	18.45	19.09	19.76

PAY PLAN "A" EFFECTIVE MARCH 24, 2002

Classifications	Step 1	Step2	Step3	Step4	Step 5	Step6	Step7
Senior Clerk Typist	936.61	969.39	1003.33	1038.44	1074.78	1112.41	1151.34
	11.71	12.12	12.54	12.98	13.43	13.90	14.39
Senior Hotline Technician	1285.95	1330.95	1377.55	1425.76	1475.66	1527.31	1580.76
	16.07	16.64	17.22	17.82	18.45	19.09	19.76
Senior Service Technician	1285.95	1330.95	1377.55	1425.76	1475.66	1527.31	1580.76
	16.07	16.64	17.22	17.82	18.45	19.09	19.76
Senior Site Support Representative	1636.19	1693.44	1752.73	1814.06	1877.55	1943.28	2011.29
	20.45	21.17	21.91	22.68	23.47	24.29	25.14
Shipper/Receiver	936.61	969.39	1003.33	1038.44	1074.78	1112.41	1151.34
	11.71	12.12	12.54	12.98	13.43	13.90	14.39
Site Support Representative	1373.29	1421.36	1471.10	1522.59	1575.88	1631.04	1688.12
	17.17	17.77	18.39	19.03	19.70	20.39	21.10
Systems Administrator I	1258.56	1302.61	1348.19	1395.37	1444.22	1494.77	1547.08
	15.73	16.28	16.85	17.44	18.05	18.68	19.34
Systems Administrator II	1441.96	1492.42	1544.67	1598.72	1654.68	1712.59	1772.54
	18.02	18.66	19.31	19.98	20.68	21.41	22.16
Systems Developer I	1534.60	1588.31	1643.90	1701.43	1760.98	1822.63	1886.41
	19.18	19.85	20.55	21.27	22.01	22.78	23.58
Systems Developer II	1841.43	1905.66	1971.62	2041.00	2112.08	2185.74	2261.96
	23.02	23.82	24.65	25.51	26.40	21.86	28.27
Systems Developer III	2030.27	2101.43	2149.99	2252.13	2330.83	2411.65	2496.60
	25.38	26.27	26.87	28.15	29.14	30.15	31.21
Technical Services Coordinator	1636.19	1693.44	1752.73	1814.06	1877.55	1943.28	2011.29
	20.45	21.17	21.91	22.68	23.47	24.29	25.14
Technical Specialist I	1534.60	1588.31	1643.90	1701.43	1760.98	1822.63	1886.41 23.58
	19.18	19.85	20.55	21.27	22.01	22.78	23,00
Technical Specialist II	1841.43	1905.66	1971.62	2041.00	2112.08	2185.74	2261.96 28.27
	23.02	23.82	24.65	25.51	26.40	21.86	20.21

# PAY PLAN "A" EFFECTIVE MARCH 24, 2002

Classifications	Step <b>I</b>	Step2	Step 3	Step 4	Step 5	Step 6	Step 7
Technical Specialist III	2030.27	2101.43	2149.99	2252.13	2330.83	241 <b>【</b> 65	2496.60
recillical Specialist III	25.38	26.27	26.87	28.15	29.14	30.15	31.21
Technical Support Specialist	1485.99	1538.24	1592.20	1647.87	1705.25	1765.20	1826.87
resimical Support Specialist	18.57	19.23	19.90	20.60	21.32	22.06	22.84
Telemarketing Representative	1198.62	1240.57	1284.00	1328.93	1375.44	1423.59	1473.41
, ordinamoung moprocomunity	14.98	15.51	16.05	16.61	17.19	17.79	18.42
Telemarketing Supervisor	1461.52	1512.67	1565.62	1620.41	1677.11	1735.83	1796.57
retermative ting Supervisor	18.27	18.91	19.57	20.25	20.96	21.70	22.46
Tours & Group Sales Coordinator	1198.62	1240.57	1284.00	1328.93	1375.44	1423.59	1473.41
Tours & Group Gales Goordinator	14.98	15.51	16.05	16.61	17.19	17.79	18.42
Training & Promotions Officer	1198.62	1240.57	1284.00	1328.93	1375.44	1423.59	1473.41
Training & Fromotions Officer	14.98	15.51	16.05	16.61	17.19	17.79	18.42
Marahauaa Clark	026.64	060.20	1002 22	1038.44	1071 70	1112.41	1151.34
Warehouse Clerk	936.61 11.71	969.39 12.12	1003.33 12.54	12.98	1074.78 13.43	13.90	14.39

PAY PLAN "B" EFFECTIVE MARCH 24, 2002

Classifications	Step 1	Step 2	Step 3
Animatronics Operator	13.06	3.42	3.77
Bank Supervisor	16.24	6.70	7.16
Bingo Supervisor	16.24	6.70	7.16
BKV Attendant	10.92	11.21	11.51
Cashier	11.22	11.51	11.81
Countroom Cashier	11.22	1 <b>L</b> 51	1 <b>■</b> 81
Countroom Supervisor	16.24	16.70	17.16
Customer Service Rep.	10.92	11.21	1 <b>L</b> 51
Dealer*	11.18	11.49	1 <b>1</b> 79
Facility Technician	15.71	16.16	16.61
Floor Supervisor Slots	16.24	16.70	17.16
Games Instructor	18.22	18.74	19.26
Gaming Technician	16.01	16.46	16.91
Guest Services Supervisor	16.24	16.70	17.16
Housekeeping Attendant	10.92	11.21	11.51
Housekeeping Attendant-Industrial	1122	11.51	1 <b>L</b> 81
Housekeeping Supervisor	16.24	16.70	17.16
Inspector	16.24	16.70	17.16
Keno Supervisor	16.24	16.70	17.16
Maintenance Technician	13.06	13.42	13.77

## PAY PLAN "B" EFFECTIVE MARCH 24, 2002

Classifications	Step <b>■</b>	Step 2	Step 3
Security Officer	11.22	11.51	11.81
Security Supervisor	16.24	16.70	17.16
Senior Cashier	13.06	13.42	13.77
Slot Attendant	10.92 <b>BR</b>	11.21	11.51
Switchboard Operator	10.92	11.21	11.51
Uniform Supervisor	16.24	16.70	17.16
Uniform Technician	10.92	11.21	11.51

A Dealer will receive \$0.25/hr. for each additional game a Dealer is certified to deal 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 to the Dealer and the \$0.25/hr. will cease two weeks after. Employees on payroll as of July 23, 1995 who currently receive the \$0.25/hr. for games not available to the public as of this date, shall continue to do so.

# PAY PLAN "A" EFFECTIVE MARCH 23, 2003

Classifications	Step <b>I</b>	Step2	Step3	Step 4	Step 5	Step 6	Step 7
Account Representative	1301.38	1346.92	1394.08	1442.87	1493.36	1545.64	1599.73
	16.27	16.84	17.43	18.04	18.67	19.32	20.00
Accountant	1213.00	1255.46	1299.41	1344.88	1391.95	1440.67	1491.09
	15.16	15.69	16.24	16.81	17.40	18.00	18.64
Accounting Clerk I	1036.23	1072.50	1110.04	1148.88	1189.10	1230.71	1273.79
	12.95	13.41	13.88	14.36	14.86	15.38	15.92
Accounting Clerk II	1213.00	1255.46	1299.41	1344.88	1391.95	1440.67	1491.09
	15.16	15.69	16.24	16.81	17.40	18.00	18.64
Accounting Supervisor I	1301.38	1346.92	1394.08	1442.87	1493.36	1545.64	1599.73
	16.27	16.84	17.43	18.04	18.67	19.32	20.00
Accounting Supervisor II	1567.43	1622.29	1679.07	1737.85	1798.67	1867.14	1926.78
	19.59	20.28	20.99	21.72	22.48	23.34	24.08
Admin. Asst. Brandon	1036.23	1072.50	1110.04	1148.88	1189.10	1230.71	1273.79
	12.95	13.41	13.88	14.36	14.86	15.38	15.92
Admin. Asst. to Controller	1124.62	1164.99	1204.73	1246.88	1290.54	1335.71	1382.45
	14.06	14.55	15.06	15.59	16.13	16.70	17.28
Admin. Asst. to Director	1124.62	1164.99	1204.73	1246.88	1290.54	1335.71	1382.45
	14.06	14.55	15.06	15.59	16.13	16.70	17.28
Admin. Asst. to Manager	1036.23	1072.50	1110.04	1148.88	1189.10	1230.71	1273.79
	12.95	13.41	13.88	14.36	14.86	15.38	15.92
Admin. Security Technician	1213.00	1255.46	1299.41	1344.88	1391.95	1440.67	1491.09
	15.16	15.69	16.24	16.81	17.40	18.00	18.64
Analyst	1301.38	1346.92	1394.08	1442.87	1493.36	1545.64	1599.73
	16.27	16.84	17.43	18.04	18.67	19.32	20.00
Audio/Visual Co-ordinator	1655.82	1713.76	1773.76	1835.83	1900.08	1966.60	2035.43
	20.70	21.42	22.17	22.95	23.75	24.58	25.44
Buyer	1036.23	1072.50	1110.04	1148.88	1189.10	1230.71	1273.79
	12.95	13.41	13.88	14.36	14.86	15.38	15.92



# PAY PLAN "A" EFFECTIVE MARCH 23, 2003

Classifications	Step 1	Step2	Step3	Step4	Step 5	Step6	Step 7
Co-ordinator, Instant & B/O Games	1213.00	1255.46	1299.41	1344.88	1391.95	1440.67	1491.09
	15.16	15.69	16.24	16.81	17.40	18.00	18.64
Co-ordinator, Games Instruction	1655.82	1713.76	1773.76	1835.83	1900.08	1966.60	2035.43
	20.70	21.42	22.17	22.95	23.75	24.58	25.44
Co-ordinator, Training & Promotions	1389.77 17.37	1438.42 17.98	1488.75 18.61	1540.86 19.26	1594.79 19.93	1650.61 20.63	1708.38
	17.37	17.90	10.01	19.20	19.93	20.03	21.35
Data Entry Clerk	947.85 11.85	981.02 12.26	1015.37 12.69	1050.90 13.14	1087.68 13.60	1125.76 14.07	1165.15 14.56
	11.00	12.20	12.09	13.14	13.00	14.07	14.50
Depot Clerk	947.85	981.02	1015.37	1050.90	1087.68	125.76	1165.15
	11.85	12.26	12.69	13.14	13.60	14.07	14.56
Depot Clerk , Lead Hand	<b>1</b> 124.62	1164.99	1204.73	1246.88	1290.54	1335.71	1382.45
	14.06	14.55	15.06	15.59	16.13	16.70	17.28
Depot Supervisor	1479.06	1530.82	1584.41	1639.85	1697.24	1756.66	1818.13
	18.49	19.14	19.81	20.50	21.22	21.96	22.73
Entertainment Coordinator	1213.00	1255.46	1299.41	1344.88	1391.95	1440.67	1491.09
	15.16	15.69	16.24	16.81	17.40	18.00	18.64
Financial Analyst	1301.38	346.92	1394.08	1442.87	1493.36	1545.64	1599.73
	16.27	16.84	17.43	18.04	18.67	19.32	20.00
Hotline Technician	1213.00	255.46	1299.41	1344.88	1391.95	1440.67	1491.09
	15.16	15.69	16.24	16.81	17.40	18.00	18.64
House Accounts Clerk	947.85	981.02	1015.37	1050.90	1087.68	1125.76	1165.15
	<b>IL</b> 85	12.26	12.69	13.14	13.60	14.07	14.56
Inventory Re-Work Technician	1213.00	1255.46	1299.41	1344.88	1391.95	1440.67	1491.09
	15.16	15.69	16.24	16.81	17.40	18.00	18.64
InvestigativeSecurity Officer	1344.72	1391.79	1440.49	1490.92	1543.10	1597.10	1653.00
	16.81	17.40	18.00	18.64	19.29	19.96	20.66
Investigator	1567.43	1622.29	1679.07	1737.85	1798.67	1867.14	1926.78
	19.59	20.28	20.99	21.72	22.48	23.34	24.08

PAY PLAN "A" EFFECTIVE MARCH 23, 2003

Classifications	Step 1	Step2	Step3	Step4	Step5	Step6	Step7
Network Administrator I	1366.46	1414.28	1463.77	1515.01	1568.03	1622.90	1679.73
	17.08	17.68	18.30	18.94	19.60	20.29	21.00
Network Administrator II	1553.02	1607.37	1663.63	1721.85	1782.11	1844.50	1909.05
	19.41	20.09	20.80	21.52	22.28	23.06	23.86
Network Administrator III	1737.76	1807.23	1870.77	1936.00	2003.80	2074.11	2146.99
	21.72	22.59	23.38	24.20	25.05	25.93	26.84
Order Desk Clerk	947.85	981.02	1015.37	1050.90	1087.68	1125.76	1165.15
	11.85	12.26	12.69	13.14	13.60	14.07	14.56
Payroll Clerk	1124.62	1164.99	1204.73	1246.88	1290.54	1335.71	1382.45
	14.06	14.55	15.06	15.59	16.13	16.70	17.28
Payroll Supervisor	1301.38	1346.92	1394.08	1442.87	1493.36	1545.64	1599.73
	16.27	16.84	17.43	18.04	18.67	19.32	20.00
Promotions Coordinator	1213.00	1255.46	1299.41	1344.88	1391.95	1440.67	1491.09
	15.16	15.69	16.24	16.81	17.40	18.00	18.64
Purchasing Agent	1479.06	1530.82	1584.41	1639.85	1697.24	1756.66	1818.13
	18.49	19.14	19.81	20.50	21.22	21.96	22.73
Purchasing Supervisor	1655.82	1713.76	1773.76	1835.83	1900.08	1966.60	2035.43
	20.70	21.42	22.17	22.95	23.75	24.58	25.44
Receptionist	947.85	981.02	1015.37	1050.90	1087.68	1125.76	1165.15
	11.85	12.26	12.69	13.14	13.60	14.07	14.56
Retail Development Supervisor	1389.77	1438.42	1488.75	1540.86	1594.79	1650.61	1708.38
	17.37	17.98	18.61	19.26	19.93	20.63	21.35
Sales Representative	1301.38	1346.92	1394.08	1442.87	1493.36	1545.64	1599.73
	16.27	16.84	17.43	18.04	18.67	19.32	20.00
Sales Supervisor	1479.06	1530.82	1584.41	1639.85	1697.24	1756.66	1818.13
	18.49	19.14	19.81	20.50	21.22	21.96	22.73
Senior Administrative Technician	1301.38	1346.92	1394.08	1442.87	1493.36	1545.64	1599.73
	16.27	16.84	17.43	18.04	18.67	19.32	20.00

PAY PLAN "A" EFFECTIVE MARCH 23, 2003

Classifications	Step 1	Step2	Step3	Step4	Step5	Step6	Step7
Senior Clerk Typist	947.85	981.02	1015.37	1050.90	1087.68	1125.76	1165.15
	11.85	12.26	12.69	13.14	13.60	14.07	14.56
Senior Hotline Technician	1301.38	1346.92	1394.08	1442.87	1493.36	1545.64	1599.73
	16.27	16.84	17.43	18.04	18.67	19.32	20.00
Senior Service Technician	1301.38	1346.92	1394.08	442.87	493.36	1545.64	1599.73
	16.27	16.84	17.43	18.04	18.67	19.32	20.00
Senior Site Support Representative	1655.82	1713.76	1773.76	835.83	900.08	1966.60	2035.43
	20.70	21.42	22.17	22.95	23.75	24.58	25.44
Shipper/Receiver	947.85	981.02	1015.37	1050.90	1087.68	1125.76	1165.15
	11.85	12.26	12.69	13.14	13.60	14.07	14.56
Site Support Representative	1389.77	1438.42	1488.75	1540.86	1594.79	1650.61	1708.38
	17.37	17.98	18.61	19.26	19.93	20.63	21.35
Systems Administrator	1273.96	1318.24	1364.37	1412.11	1461.55	1512.71	1565.64
•	15.92	16.48	17.05	17.65	18.30	18.91	19.57
Systems Administrator	1459.26	1510.33	1563.21	1617.90	1674.54	1733.14	1793.81
•	18.24	18.88	19.54	20.22	20.93	21.66	22.42
Systems Developer I	1553.02	1607.37	1663.63	1721.85	1782.1 ▮	1844.50	1909.05
	19.41	20.09	20.80	21.52	22.28	23.06	23.86
Systems Developer II	1863.53	1928.53	1995.31	2065.49	2137.42	2211.30	2289.10
,	23.29	24.11	24.94	25.82	26.72	27.64	28.61
Systems Developer III	2054.63	2126.65	2175.79	2279.16	2358.80	2440.59	2526.56
оустонно до голоро	25.68	26.58	27.20	28.49	29.48	30.51	31.58
Technical Services Coordinator	1655.82	1713.76	1773.76	1835.83	1900.08	1966.60	2035.43
	20.70	21.42	22.17	22.95	23.75	24.58	25.44
Technical Specialist I	1553.02	1607.37	1663.63	1721.85	1782.11	1844.50	1909.05
·	19.41	20.09	20.80	21.52	22.28	23.06	23.86
Technical Specialist II	1863.53	1928.53	1995.31	2065.49	2137.42	2211.30	2289.10
·	23.29	24.11	24.94	25.82	26.72	27.64	28.61

# PAY PLAN "A" EFFECTIVE MARCH 23, 2003

Classifications	Step <b>■</b>	Step2	Step3	Step4	Step 5	Step6	Step7
Technical Specialist III	2054.63	2126.65	2175.79	2279.16	2358.80	2440.59	2526.56
	25.68	26.58	27.20	28.49	29.48	30.51	31.58
Technical Support Specialist	1503.82	1556.70	1611.31	1667.64	1725.71	1786.38	1848.79
	18.80	19.46	20.14	20.85	21.57	22.33	23.11
Telemarketing Representative	1213.00	1255.46	1299.41	1344.88	1391.95	1440.67	1491.09
• .	15.16	15.69	16.24	16.81	17.40	18.00	18.64
Telemarketing Supervisor	1479.06	1530.82	1584.41	1639.85	1697.24	1756.66	1818.13
3 - 1, 3	18.49	19.14	19.81	20.50	21.22	21.96	22.73
Tours & Group Sales Coordinator	1213.00	1255.46	1299.41	1344.88	1391.95	1440.67	1491.09
	15.16	15.69	16.24	16.81	17.40	18.00	18.64
Training & Promotions Officer	1213.00	1255.46	1299.41	1344.88	1391.95	1440.67	1491.09
Training a Fromotion Cinosi	15.16	15.69	16.24	16.81	17.40	18.00	18.64
Warehouse Clerk	947.85	981.02	1015.37	1050.90	1087.68	1125.76	1165.15
Wateriouse Cierk	11.85	12.26	12.69	13.14	13.60	14.07	14.56

# PAY PLAN "B" EFFECTIVE MARCH 23, 2003

Classifications	Step 1	Step 2	Step 3
Animatronics Operator	13.31	13.67	14.02
Bank Supervisor	16.49	16.95	17.41
Bingo Supervisor	16.49	16.95	17.41
BKV Attendant	11.17	11.46	11.76
Cashier	11.47	11.76	12.06
Countroom Cashier	11.47	11.76	12.06
Countroom Supervisor	16.49	16.95	17.41
Customer Service Rep.	11.17	11.46	11.76
Dealer*	11.43	11.74	12.04
Facility Technician	15.96	16.41	16.86
Floor Supervisor Slots	16.49	16.95	17.41
Games Instructor	18.47	18.99	19.51
Gaming Technician	16.26	16.71	17.16
Guest Services Supervisor	16.49	16.95	17.41
Housekeeping Attendant	11.17	11.46	11.76
Housekeeping Attendant-Industrial	11.47	11.76	12.06
Housekeeping Supervisor	16.49	16.95	17.41
Inspector	16.49	16.95	17.41
Keno Supervisor	16.49	16.95	17.41
Maintenance Technician	13.31	13.67	14.02

## PAY PLAN"B" EFFECTIVE MARCH 23, 2003

Classifications	Step <b>I</b>	Step 2	Step 3
Security Officer	11.47	11.76	12.06
Security Supervisor	16.49	16.95	17.41
Senior Cashier	13.31	13.67	14.02
Slot Attendant	11.17 <b>BR</b>	11.46	11.76
Switchboard Operator	11.17	11.46	11.76
Uniform Supervisor	16.49	16.95	17.41
Uniform Technician	11.17	11.46	11.76

<sup>\*</sup>A Dealer will receive \$0.25/hr. for each additional game a Dealer is certified to deal 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 to the Dealer and the \$0.25/hr. will cease two weeks after. Employees on payroll as of July 23, 1995 who currently receive the \$0.25/hr. for games not available to the public **as** of this date, shall continue to do so.

#### between

## Manitoba Government and General Employees' Union

#### and

## **Manitoba Lotteries Corporation**

## **Re: New Classifications**

The parties agree the following classifications and wage rates shall be c nsidered attached to and forming part of the collective agreement between the parties and be considered an amendment to the Pay Plan:

### PAY PLAN "B" - NEW CLASSIFICATIONS

Classifications	Step 1	Step2	Step3
Buildings & Grounds Supervisor Effective March 25, 2001			
	15.84	16.30	16.76
Effective March 24, 2002	16.24	16.70	17.16
Effective March 23, 2003	16.49	16.95	17.41
Transportation Services Supervisor Effective March 25, 2001			
Effective March 25, 2001	15.84	16.30	16.76
Effective March 24, 2002	16.24	16.70	17.16
Effective March 23, 2003	16.49	16.95	17.41
Keno/Bingo Supervisor Effective March 25, 2001	1504	16.20	16.76
Effective March 23, 2001	15.84	16.30	
Effective March 24, 2002	16.24	16.70	17.16
Effective March 23, 2003	16.49	16.95	17.41
Warehouse Supervisor Effective March 25, 2001			
Effective March 25, 2001	15.84	16.30	16.76
Effective March 24, 2002	16.24	16.70	17.16
Effective March 23, 2003	16.49	16.95	17.41
Gift Store Supervisor Effective March 25, 2001	15.84	16.30	16.76
Effective March 24, 2002	16.24	16.70	17.16
Effective March 23, 2003	16.49	16.95	17.41
Table Games Supervisor Effective March 25, 2001	17.82	18.34	18.86
Effective March 24, 2002	18.22	18.74	19.26
Effective March 23, 2002	18.47	18.99	19.51

On Behalf of the Manitoba Government & GENEFAL EMPLOYEES, UNION

April y 200/

#### between

## **Manitoba Lotteries Corporation**

#### and

## Manitoba Government and General Employees' Union

### **Re:** Facilities Technician Pay

The parties to this memorandum agree to clarify the correct wage rate for the Facility Technician as follows:

May 8 2001 Date

Effective March 25, 2001 Step 3 should read \$16.21 not \$15.91

Effective March 24, 2002 Step 3 should read \$16.61 not \$16.31

Effective March 23, 2003 Step 3 should read \$16.86 not \$16.56

For Manitoba Government and General Employees' Union

For Manitoba Lotteries

Corporation

#### between

# Manitoba Government and General Employees' Union

#### and

## **Manitoba Lotteries Corporation**

## **Re:** New Classification

The parties agree the following classification and wage rate shall be considered attached to and forming part of the collective agreement between the parties and be considered an amendment to the **Pay** Plan:

### PAY PLAN "B" - NEW CLASSIFICATION

Classification	Step 1	Step 2	Step 3
Technical Support Supervisor			
Effective March 25, 2001	17.82	18.34	18.86
Effective March 24, 2002	18.22	18.74	19.26
Effective March 23, 2003	18.47	18.99	19.51

On behalf of the Manitoba Government and General Employees' Union

On behalf of the Manitoba Lotteries Corporation

May 24,2001

Date

#### between

## Manitoba Government Employees' Union

#### and

## **Manitoba Lotteries Corporation**

## Re: New Classification - Coordinator, Organizational Development and Training

The parties agree the following classification and wage rate shall be considered attached to and forming part of the collective agreement between the parties and be considered an amendment to the Pay Plan:

### PAY PLAN A - NEW CLASSIFICATION

	Step 1	Step2	Step3	Step4	Step5	Step6	Step7
Effective March 25, 2001 Effective March 24, 2002	19.99 20.45	20.69 21.17	21.42 21.91	22.17 22.68	22.94 23.47	23.74 24.29	24.58 25.14
Effective March 23, 2003	20.70	21.42	22.17	22.95	23.75	24.58	25.44

On behalf of the Manitoba Government & General Employees' Union On behalf of the Manitoba Lotteries Corporation

Jones 9 200/ Date