

Collective Agreement

between

Manitoba Lotteries Corporation

and

The Manitoba Government and General Employees' Union

October 1, 2003 *to* September 30, 2006

104/1004

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THIS AGREEMENT made effective as of this *6th* day of *August*, 2004.

between

Manitoba Government and General Employees' Union
hereinafter referred to as the "Union"

OF THE FIRST PART

and

The Manitoba Lotteries Corporation
hereinafter referred to as the "Employer"

OF THE SECOND PART

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*All changes are in **bold**.

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THE **PURPOSE** of the Collective Agreement between the Union and the Employer is to maintain mutually satisfactory working relations between the Employer and its Employees, establish and maintain rates of pay, and conditions of employment, to provide appropriate procedures for the prompt resolution of grievances and problems, and to recognize the mutual value of joint discussion, consultation and negotiation.

Article 1 - Definitions

- 1:01** (a) "*Casual employee*" means an employee who works less than the normal daily or weekly hours on average and whose work is irregular, non-recurring or does not follow an ongoing predetermined schedule at 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 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 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, Full-time Steward, Steward or staff representative.
- 1:08** Where the context so requires, masculine and feminine genders and singular and plural shall be interchangeable.
- 1:09** "*Term employee*" means an employee hired for a specific term of employment. The term of employment may be based on a specific period of time or completion of a specific job or until the occurrence of a specific event. (See Memorandum of Agreement, Re: Term Employees, Page 70.)

- 1:10** *“Fiscal year”* means the period from and including April 1 up to and including March 31.
- 1:11** *“Dismissal”* means the removal for disciplinary reasons from a position of employment for just cause.
- 1:12** *“Primary Base Location”* for purposes of representation, Article **9:02** (a), means the location as determined by the Employer to be the employee’s home base for the purposes of corporate directives, Human Resource services, etc. Primary Base Locations for purposes of clarification are as follows: McPhillips Street Station Casino, Club Regent Casino, Video Lotto (Morris), Central Services Facility, Corporate Headquarters (830 Empress, **842** Arena Road, **983** St. James, **975** St. James).
- 1:13** *“Overtime”* means authorized time worked in excess of an employee’s scheduled hours worked as per Article **29:02** (a), (b) and (c) and approved by the appropriate level of management or designate.
- 1:14** *“Transfer”* means the lateral movement within the employee’s classification from one work location to another.
- 1:15** *“Classifications”* means group of positions, which are sufficiently similar in duties, abilities, skills, and responsibilities as are written in the job description so as to permit the use of the same title and to be paid a rate of compensation within the same salary range.

Article 2 - Recognition

- 2:01** (a) The Employer recognizes the “Manitoba Government and General Employees’ Union” as the sole bargaining agent for all employees of the Employer as defined in the Manitoba Labour Board Certificate No. **MLB-5879** and employed in classifications listed in the Pay Plans of this Agreement or subsequent amendments hereto.
- (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.
- 2:04** **No** employees shall enter into any separate agreement which conflicts with the provisions 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** The Full-time Steward or a Union Representative, as designated by the Full-time Steward, shall be provided with the opportunity to meet with newly hired employees for up to thirty (30) minutes or as mutually agreed between the parties, during regular working hours. The time shall be established by the agreement subject to operational requirements.

Article 5 - Amendments to the Pay Plan and Reclassification Protocol

- 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.
- 5:04** Where a current classification has substantially changed, an employee shall have the right to request a review of **his/her** classification. The employee shall submit the written request on approved form for a review to the Department Manager.
- 5:05** The Employer will examine the duties of **the** employee and provide a decision as to the validity of the request within twenty-one (21) working days from the date of the employee's request for a review.
- 5:06** As per **5:02**, where the parties fail to agree **on** the matter, the matter may be referred to Arbitration or Mediation. in accordance with Article 14.
- 5:07** If the rate of pay for a revised classification is adjusted through this process, the adjustment will take effect the date the written review was requested by the employee.

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, **2006** 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 parties shall provide their respective proposals for amendments to the expiring agreement at the first negotiation session arranged between the parties.
- 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 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-president 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 to discuss the grievance with the employee. The employee has the option to have a Representative present. The decision at this Step shall be final for such grievance.
- 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:
 - (a) Requests for leave shall be made in writing by the Union by providing the employee with a letter of request. The employee shall submit the letter to his or her immediate supervisor who shall forward the request to the Employer for approval. The Union will also provide a copy of the written request to the Vice President, Human Resources.
 - (b) Requests for leave shall be made with reasonable advance notice but not less than seven (7) working days and shall 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 primary base location, 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, he 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.
- (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 for just cause.
- 12:02** A hearing may be held with an employee prior to making a determination to discipline an employee. The employee shall have the option to have a Representative present.
- 12:03** Where disciplinary action has been taken, the employee shall be advised in writing of the reasons for discipline and the disciplinary action to be taken. The employee shall sign a copy only to acknowledge its receipt and the employee shall receive an original document. A copy shall be provided to the Union, unless the employee requests that the Employer not make a copy available to the union representative. An employee declining representation shall indicate same in writing.
- 12:04** An employee may grieve disciplinary action in accordance with the Grievance Procedure.
- 12:05** Wherever possible, the Employer shall provide to the Staff Representative a copy of a written security investigative report used in a disciplinary action.
- 12:06** As it relates to Disciplinary Action, there shall only be one (1) employee file located in Human Resources and relied upon by the Employer for each employee.
- 12:07** Where there has been no recurrence of a disciplinary nature for a period of twelve (12) months, the Employer shall remove those disciplinary documents in an employee's file of a verbal and/or written nature as per the progressive discipline process.
- Where there has been no recurrence of a disciplinary nature for a period of twenty-four (24) months, the Employer shall remove those disciplinary documents in an employee's file outlining a suspension as per the progressive discipline process.

The exceptions to the above relate to those issues dealing with Discrimination, Harassment, etc.

- 12:08** Supervisors shall not discipline employees other than at the level of verbal warning, and should they feel more severe discipline is warranted, they may make recommendations to their Manager with written justification, and such further discipline shall be at the discretion of the Manager dependent upon the facts and the issues at hand.

Article 13 - Grievance Procedure

- 13:01** Prior to a written grievance being tiled and/or initiated, the parties shall meet to review the facts and circumstances giving rise to the complaint(s) and shall attempt to resolve the matter(s) through discussion and the pursuit of reasonable alternatives. The aggrieved employee shall have the right and/or option to have a Union Representative present at such discussion(s).
- 13:02** Where the employee, the manager, the steward and/or union representative if in attendance cannot resolve the employee's complaint through process outlined in 13:01 above, the parties to the agreement recognize the desirability for a prompt resolution of the grievance through an orderly process as outlined below in this Article, without stoppage of work or refusal to perform work.
- 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 Letter of Understanding, or a signed Memorandum of Agreement between the parties.
 - (b) The dismissal, suspension, demotion or written reprimand of an employee.
- 13:04** Notwithstanding 13:03, an employee may grieve on any unsatisfactory working condition up to and including Step 2 of the Grievance Procedure. The decision at Step 2 shall be final for such grievances.
- 13:05**
- (a) If an employee or the Union fail to initiate or process a grievance within the prescribed time limits without a reasonable explanation, 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.
 - (b) If Management fails to reply to a grievance within the prescribed time limits, the employee or Union shall process the grievance to the next step.
 - (c) Either party may request an extension of the time limits in writing where possible to the affected parties providing such extension is requested prior to the expiry of the time allowed. An extension, if requested, shall not be unreasonably withheld.

- 13:06** Wherever possible, the grievance shall be presented on the Union Grievance Form. A written description of the nature of the grievance and the redress requested shall be sufficiently clear and if the grievance relates to an Article of the Agreement, such Article shall be so stated in the grievance. The grievance shall be signed by the employee and may be clarified at any step providing its substance is not changed. Except for failure to meet the time limits, a grievance shall not be deemed to be invalid if it is not written on the Union Grievance Form or for failure to quote the Article in dispute.
- 13:07** Grievances concerning demotion, suspension, or dismissal shall be initiated at Step 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 and/or courier.

As per **13:01**, an employee will deal with a complaint in the following manner:

Step 1 - Discussion Stage

- (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 a concern/issue, the employee shall meet with the appropriate General Manager, Executive Director, Director or designate, as well as, the Labour Relations Officer and a Steward, if requested, to discuss the issues giving rise to the complaint or concern.
- (b) A decision in writing shall be given to the employee within twenty-one (21) calendar days following the discussion stage above.

Step 2 - Grievance Hearing

- (a) If the complaint or concern is not resolved satisfactorily as per the Discussion Stage (Step 1), the employee shall submit a grievance to the appropriate Division Vice-president or designate within twenty-one (21) calendar days of receipt of the decision at the Discussion Stage.
- (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. The hearing will involve the appropriate Executive General Manager, Labour Relations Officer, etc.
- (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.

- 13:10** (a) Where either party to this Agreement disputes the general application, interpretation or alleged violation of an Article of this Agreement or a signed Letter of Understanding or a signed Memorandum of Agreement between the parties, either party may initiate a Policy Grievance. Where such a grievance is initiated by the Union, it shall be presented at Step 2. Where such a grievance is initiated by the Employer, it shall be presented to the President of the MGEU. In all cases the grievance shall be presented within twenty-eight (28) calendar days from the date of the action giving rise to the grievance.
- (b) Where applicable, a grievance relating to a group of employees may be submitted as Group Grievance. Where at all possible, a Group Grievance shall be signed by all the individual grievors affected. New names may only be added to the group grievance up to Step 2 of the Grievance Procedure.
- (c) Where the parties fail to resolve a grievance under 13:10 (a) or (b), 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.

The Arbitrator selected to hear the grievance will be selected from the list provided below:

- | | |
|----------------|----------------|
| 1. W. Hamilton | 5. M. Werier |
| 2. B. Graham | 6. P. Teskey |
| 3. A. Peltz | 7. G. McNeilly |
| 4. D. Jones | |

14:02 If either party is requesting Arbitration as per **14:01** above, and/or Mediation as outlined in **14:09** below, then the following shall apply:

- (a) Written notice shall be provided by either party and said written notice shall contain the party's proposal for the name of a prospective Mediator/Arbitrator with accompanying contact information;
- (b) If referred to a Mediator, the Arbitration Hearing dates shall be established independent of the mediation process. The Mediation must be completed prior to the commencement of the Arbitration.
- (c) The parties shall attempt to reach agreement on the selection of an Arbitrator within fourteen (14) calendar days of receiving notice to proceed from either party.

14:03 The Arbitrator shall render his/her decision in writing to the Union and the Employer.

- 14:04** Any of the time limits referred to above may be extended by mutual agreement of the parties hereto.
- 14:05** The decision of the Arbitrator shall be final and binding on both parties.
- 14:06** The Arbitrator shall not have the authority to amend, add to, or in any manner change the provisions of this Agreement or any signed Memorandum of Agreement between the parties.
- 14:07** Each party shall bear the expenses of the Arbitrator equally.
- 14:08** The decision of the Arbitrator shall be final and binding on both parties, unless there is an assertion of "Error in Law" which may require referral and clarification through the appropriate level of court.
- 14:09** Mediation
- (a) In addition to the provisions outlined above, the parties to this Collective Agreement may, at any time, agree to refer one or more grievances to a single mediator for the purpose of resolving grievances in an expeditious and informal manner.
 - (b) Mediation will involve one of the following impartial third parties as chosen by a representative of M.G.E.U. and the Director of Human Resources for M.L.C.:

1. W. Hamilton	5. M. Werler
2. B. Graham	6. P. Teskey
3. A. Peltz	7. G. McNelly
4. D. Jones	
 - (c) The Mediation process is a voluntary resolution process and non-binding. A designated representative of M.G.E.U. and a designated representative of M.L.C. will provide the Mediator as selected from the above list, with a statement of facts as well as verbal input, and request that this neutral third party attempt to mediate a voluntary settlement.
 - (d) Should a settlement not be forthcoming, the parties may proceed to arbitration as outlined in **14:01** above.
- 14:10** If, in the event the parties fail to agree upon an Arbitrator as listed in **14:01** above within the applicable time limits, the selection of an Arbitrator may be referred to the Chief Justice of the Province of Manitoba.
- 14:11** Representatives of the Union and/or grievors shall be given permission to be absent from work and suffer no loss of pay, benefits or seniority as a result of their involvement in grievance or arbitration proceedings or Manitoba Labour Board hearings related to the Manitoba Lotteries Corporation.

- 14:12** Representatives of the Union and Manitoba Lotteries Corporation employees involved as witnesses or participants in grievance or arbitration proceedings or Manitoba Labour Board hearings shall be granted leave of absence for union business as per Article 9:01 of the Collective Agreement.

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;
 - (b) 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;
 - (i) 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
 - (b) a series of objectionable and unwelcome sexual solicitations or advances; or
 - (c) 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 reprisal 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 Code, the Employer's employment equity initiatives shall not be considered a contravention of this Article.
- 15:10** The Employer in cooperation with the Union shall educate all staff on what constitutes discrimination and/or harassment and the nuances associated with this behaviour,
- 15:11** After a thorough investigation and where the employer determines that a complaint has been made for frivolous, or vindictive reasons, the Employer shall have the authority and discretion to take such disciplinary action against the complainant which in their opinion may be necessary or appropriate under the circumstances.

Article 16 - Civil Liability

- 16:01** If any action or proceeding is brought against any employee covered by this Agreement for an alleged tort committed by him or her in the performance of his or her duties, then:
- (a) The employee, upon being served with any legal process, or upon receipt of any action of proceedings as hereinbefore referred to, being commenced against him or her shall advise the Employer through the Vice President, Human Resources of any such notification or legal process;
 - (b) The Employer shall pay any damages or costs awarded against any such employee in any such action or proceedings and all legal fees, and/or;
 - (c) The Employer shall pay any sum required to be paid by such employee in connection with the settlement of any claim made against such employee if such settlement is approved by the Employer; provided the conduct of the employee which gave rise to the action did not constitute gross negligence of his or her duty as an employee;

- (d) Upon the employee notifying the Employer in accordance with 16:01 (a), the Employer and the employee shall forthwith meet and appoint counsel that is mutually agreeable to both parties. Should the parties be unable to agree on counsel that is satisfactory to both, then the Employer shall unilaterally appoint counsel. The Employer accepts full responsibility for the conduct of the action and the employee agrees to co-operate fully with appointed counsel.

Article 17 - Employee Files

- 17:01** Upon written request of an employee, the personnel file of that employee shall be made available for the employee's full examination. Such examination shall be in the presence of a representative of the Employer. The employee has the option to have a Representative present.
- 17:02** An employee may request a copy of specific documents on the employee's personnel file. This provision shall not be unreasonably requested or denied.
- 17:03**
- (a) Field files shall be made available for the employee's full examination upon request once every six (6) months. The examination will take place within forty-eight (48) hours of the request.
 - (b) The Employer shall discuss with an employee any information placed in a field file, prior to placement in the Human Resources file which may lead to potential discipline.
 - (c) Information maintained in a field file and leading to discipline will be transferred to the Human Resources file in support of the discipline issued.
 - (d) Employee recognition for a job well done will be copied and transferred to the employee's Human Resources file, with a copy provided to the employee concerned.
 - (e) An employee shall report any changes in name, address, phone numbers, etc. to Human Resources in writing, within ten (10) working days of the relevant changes. Human Resources will disperse said changes to the Union upon approval and such other affected organizations or benefit carriers.
 - (f) It is the responsibility of the employee to immediately report any changes as referenced in (e) above to the Manitoba Gaming Control Commission (M.G.C.C.).
 - (g) Employees who are related or who become related (as per the definition of family defined in M.L.C. Policy #HR-2-RECR-012) must declare these relationships to Human Resources in an effort to proactively address potential conflicts of interest.

Article 18 - Resignations

- 18:01** Employees resigning shall provide the Employer with a written notice of resignation which shall specify the last day upon which the employee will perform his or her regular duties.

- 18:02** The effective date of a resignation shall be the last day upon which an employee is present at work and performs his or her regular duties.
- 18:03** Where the last day on which an employee who has submitted a notice of resignation performs his or her regular duties precedes a Friday, which but for the fact that a holiday falls thereon would be a regular working day, the employee shall be deemed to have voluntarily terminated his or her service on that Friday and shall be eligible for holiday pay for that Friday.
- 18:04** Employees shall give written notice of resignation at least two (2) weeks prior to the date on which the resignation is to be effective. Notice of resignation shorter than the required two (2) weeks may only be given with the approval of the Employer.
- 18:05** An employee may, with the approval of the Employer, withdraw the notice of resignation at any time before the resignation becomes effective.
- 18:06** Prior to an employee's last day worked, Human Resources and the employee shall complete in writing an exit interview.
- 18:07** The Employer shall issue to the employee a Record of Employment within the time limits as outlined under the Employment Standards Act/E.I. requirements.

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, meetings to discuss the reasons and possible alternative to the proposed contracting out will be discussed with the Central Labour Management Committee;
 - (c) also 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 **one** hundred and twenty (**120**) days' notice prior to the date the change is to be effective;
 - (b) during this period, the parties will meet to discuss the steps to be taken to assist the employees who could be affected.

Article 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 - Layoff 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 layoff(s) is necessary, the Employer shall determine the classification(s) from which the layoff(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 layoff within the **group** of employees Concerned within each classification, seniority shall be the determining factor provided the qualifications of the employees are relatively equal. This section is subject to the requirement that the employees who are retained must have the qualifications and ability to perform the duties which the remaining employees will be required to perform.

- 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;
 - (d) an employee who is displaced and is to be laid off and who elects to exercise the employee's displacement option may displace the most junior employee in the employee's current classification in accordance with the process in this Section.
- 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 layoff will not change from that initially provided to the employee. The parties agree to take any steps necessary to expedite the process to ensure that an employee who is to be laid off as a result of the displacement process, receives as much notice as possible. As a result, employees who elect to exercise their displacement rights must participate in and co-operate fully with the process or forfeit their displacement right.
- 22:07** Where the Employer is laying off an employee, notice of layoff or pay in lieu thereof will be given in accordance with the following:
- (a) four weeks' notice will be provided to employees;
 - (b) 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 layoff 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 layoff has not been in accordance with this Agreement, the grievance procedure set forth in this Agreement shall apply except that the grievance shall be initiated at the second step of the procedure.
- 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.
- 22:12** An employee who is entitled to displace another employee in accordance with the provisions of this Article may have a familiarization period in the new position. The purpose of the familiarization period is to allow the employee to become oriented to the specific duties of the position. The familiarization period is not intended to be a period during which an employee acquires the necessary qualifications and ability to enable the employee to displace another employee.
- 22:13** Where the temporary layoff of an employee is necessary, Sections 22:03, 22:04 and 22:05 do not apply. For purposes of this Section, a "temporary layoff" is defined as less than three (3) months duration. Employees shall return to their positions upon expiry of such layoff. 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 layoff.
- 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 layoff 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 re-employment 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 re-employment 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.
- (b) An employee who has completed two (2) or more years continuous service at the conclusion of the vacation year, shall receive vacation leave (hours) at the rate of six percent (6%) of 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.
- (c) An employee who has completed five (5) or more years continuous service at the conclusion of the vacation year shall receive vacation leave (hours) at the rate of eight percent (8%) of 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.
- (d) An employee who has completed nine (9) or more years continuous service at the conclusion of the vacation year shall receive vacation leave (hours) at the rate of ten percent (10%) of 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.
 (b) 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.
- 23:09** An employee while on leave with pay and/or sick leave with pay shall be entitled to his vacation accrual in the same manner as if they were not absent from work.
- 23:10** Where one or more Statutory Holidays fall within the vacation period(s) of an employee, an additional working day(s) shall either be added to the vacation period(s) if requested by the employee or be taken at some later date of the employee's choice, upon mutual agreement with the employee's immediate supervisor.
- 23:11** Procedure for Booking/Scheduling Vacation
 Vacation booking/scheduling will be conducted through the "Scheduling Department" between February and March of a given year. The specific

department will provide the number(s) of staff allowed to be off at any one time to scheduling:

1. Vacation will be booked based on seniority.
Staff will initially book in a block of seven (7) days vacation time (floating block shall encompass scheduled days off with vacation hours).
3. A minimum of forty (40) hours vacation will be booked during this process; except for individuals having two (2) weeks or less vacation who will not be required to book in a block request. All staff will participate through the block booking process prior to booking single days.
4. The remainder of the vacation hours/single days available to an employee may be taken approved by scheduling when booked as per the process outlined in #3 above. All remaining time shall be based on a scrambled system of first come, first served basis.
5. Individuals finding it necessary to cancel pre-booked vacation must put their request in writing and forward it to the executive General Manager or designate for the vacation to be cancelled, and said request will not be unreasonably denied.
6. During peak/prime time periods only a maximum of three (3) weeks may be booked,
7. Any requests for more than three (3) weeks vacation at any time must be authorized or approved by the Executive General Manager or designate.

Article 24 - Transportation

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

- (a) Distance up to 10,000 kilometres (km) per year = **36.7** cents/km
- (b) Distance over 10,000 kilometres (km) per year = **29.1** cents/km
- (c) Distance is that accumulated in the period - April 1st to March 31st
- (d) The use of a privately-owned motorcycle, when authorized shall be reimbursed at the following rate: **18.3** cents/km
- (e) The rates in this Section will be increased October 1, 2001 in accordance with the following formula:

$$\frac{\text{July 2004}}{\text{July 2003}} \times \frac{\text{Aug. 2004}}{\text{Aug. 2003}} \times \frac{\text{May 2004}}{\text{May 2003}} \times \frac{\text{June 2004}}{\text{June 2003}} = \frac{\text{Total}}{\text{Percentage Increase}}$$

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.

- (f) The rates will be increased October 1, **2004** by the same formula as in Subsection (e), reflecting the increase in the index from July **2003** to June **2004**.

- 24:02** The above allowance covers **all** costs relative to the operation of the vehicle except bridge, ferry or highway tolls and parking, as authorized, which may be claimed as incurred.
- 24:03** The official rates throughout these Articles are those expressed in kilometres and 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.
- 24:06** Upon the request of an employee working within a Casino (**Club Regent or McPhillips Street Station Casinos**), Security shall provide an escort to the employee's vehicle at the earliest available time.

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.
- 25:02** Where employees voluntarily attend training courses to upgrade or increase their job related skills, they shall do so at no cost to the Employer. Time spent attending such training course is not time worked and will not be paid by the Employer unless mutually agreed to by the Employer and the employee.
- 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 shall be provided 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 and protective clothing are supplied, the Employer agrees to furnish, replace or repair such clothing when damaged in the performance of the employee's duties. The costs associated with the repair and replacement of uniforms will be the responsibility of the Employer in cases where the replacement is due to damage resulting from an employee performing his/her expected duties.
- 26:03** Where an employee is required, **as** a condition of employment, to provide and wear approved safety footwear during the course of the employee's regular duties, the employee will be eligible for an allowance once per fiscal year, to help offset the cost of the employee of purchasing approved safety footwear. The allowance shall be up to:
- (a) one hundred dollars (\$100.00);
 - (b) effective April 1, 2004 - one hundred twenty dollars (\$120.00);
 - (c) effective April 1, 2005 - one hundred thirty-five dollars (**\$135.00**);
 - (d) effective April 1, 2006 - one hundred fifty dollars (**\$150.00**).
- 26:04** The allowance will be paid under the following conditions:
- (a) the safety footwear purchased must be approved by the Canadian Standards Association; and
 - (b) the employee must obtain their footwear in the manner prescribed by M.L.C. **as** developed by Human Resources; and
 - (c) the employee must have purchased safety footwear specifically for employment with M.L.C.
- 26:05** 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.
- 26:06** Stewards may wear M.G.E.U. pins for the purposes of identification.

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, approved paid sick leave and/or sick leave without pay to a maximum accumulation of one hundred sixty (160) hours as per 27:01 (g);
- (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 one hundred sixty (160) hours in a twelve (12) month period. All leaves of absence must be requested in writing and submitted to Human Resources for review by senior management, and if approved, seniority will be credited for accrual purposes, as per the conditions set out in this Article, i.e. to a maximum of one hundred sixty (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 January 31 each year by the Employer based on service up to and including December 31 of the previous year. The list will be posted at work locations in accordance with Article 9:03 and a copy will be forwarded to the Union.

27:04 (a) A full-time or part-time employee who is converted to casual is covered only by the terms and conditions of Article 42 of the Collective Agreement effective the date of the employee's conversion. Except where the conversion is initiated by the employee, the conversion of a full-time or part-time employee to casual may be subject to the grievance procedure.

While the employee does not accumulate credit for hours worked as a casual employee, the employee shall not lose credit for hours already accumulated. The employee will also retain, but not be able to utilize the earned sick leave credits or service for vacation purposes, unless the employee is subsequently reconverted to full-time or part-time.

- (b) A casual employee who is converted to part-time or full-time status is considered to be a new-hire and must complete the standard probationary period as per Article 8; however, credit for accumulated hours will be awarded following the completion of the probationary period.

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.
- Employees in the casino who do not receive their meal breaks and rest periods as close as possible to their mid-shift or midway through the employee's entitlement period may bring their concerns to the Central Labour Management Committee.
- 28:03** An employee who works a minimum of four (4) consecutive hours shall receive one fifteen (15) minute rest period for each period so worked.
- 28:04** (a) Full-time and part-time set schedules, when altered, shall be posted 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.
- (b) Should an employee not receive at least twenty-four (24) hours notice of a change of a regularly scheduled posted shift except as provided in (a) above, then such affected employee shall be paid at time and one-half (1 1/2x) for all hours worked for the first shift which varies from the posted schedule.
- 28:06** For clarification purposes, the regularly scheduled hours of work per bi-weekly shall not exceed eighty (80) hours when averaged over the bi-weekly pay period.
- 28:07** Subject to the approval of the Employer:
- (a) two (2) employees may mutually request to exchange shifts and such request shall not be unreasonably denied; and
 (b) the shift exchange shall occur within the same bi-weekly pay period; and
 (c) requests for a shift exchange must be made at least seven (7) calendar days prior to the first affected shift of the exchange; and
 (d) the Employer shall not incur any additional costs as a result of an approved shift exchange.

28:08 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.

28:09 Shift Bidding - Guidelines

Shift bidding will provide staff with the opportunity to select which shift (day/swing/nights) they prefer to work for the following twelve (12) month period commencing April 1.

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

1. Shift bidding shall occur once per year commencing on or about January 2 and concluding no later than March 31 of a fiscal year.
2. Shift bidding will take into consideration the operational requirements within a department so as to maintain the proper skill set necessary to service the patrons of MLC. Where this need has been met, seniority will be the governing factor. (Concerns under this item as it relates to operational requirements may be discussed by the parties at the Central Labour/Management meetings.)
3. A new schedule once achieved through this process will be posted fourteen (14) days prior to implementation and as stated in two above, the most junior employees will be affected where operational requirements have been met.
4. Should a vacancy occur following the Shift Bidding process (subsequent to March 31 of a fiscal year), staff within the particular department will be contacted and offered the opportunity (shift) on a seniority basis prior to the posting of the vacancy. (Once posted, the successful candidate, regardless of seniority, will fill the resulting vacancy.)
5. A staff person leaving a department and/or moving to another department will not be eligible to use their seniority to shift bump. The staff will be required to wait until the next Shift Bidding process to exercise their seniority.
6. A staff person required to be accommodated under the modified duties program, will not be entitled to bump a junior staff person from a shift. (Management will have the sole discretion of shift disbursement in this situation.)
7. Staff, although assigned temporarily elsewhere within the organization, will participate in the Shift Bidding process within their primary department.
8. Where possible, staff transferred for developmental purpose will maintain their current shift arrangement.
9. A staff person requesting and approved for a transfer, shall be placed in the vacant position regardless of seniority until the next shift bid.
10. Shift bidding is restricted to the department within a specific site. No bumping is permitted except during the annual shift bid process (per item #1 above), where the bidding process may cause bumping.

11. Once the department enters into shift bidding, the process will be repeated in **each** subsequent year unless otherwise negotiated through collective bargaining.
12. The shift bidding **process/procedure** as outlined above, shall be subject to the Employment of Immediate Family Member policy and procedure.

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 **that** exceed both the employee's regularly scheduled shift hours and eight (8) hours per day and/or eighty (80) hours **bi-weekly**.
 - (b) For part-time employees, overtime shall be considered only when the hours worked exceed both the regularly scheduled hours and eight (8) hours per day and/or eighty (80) hours **bi-weekly**.
 - (c) For casual employees, overtime shall be considered only when the hours worked exceed both the scheduled hours and eight (8) hours per day.
- 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 not be unreasonably denied by the Employer.
- 29:06** Both parties agree and recognize that some job functions may be regularly required to work shifts in excess of eight (8) hours per day or forty (40) hours per week and that those regularly scheduled hours worked in excess of eight (8) hours per day or forty (40) hours per week shall not be considered overtime.
- 29:07**
- (a) **An** employee, if called in or scheduled to work overtime, shall receive for the work, compensation for **a** minimum of three (3) hours at one and one-half (1 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), he/she shall be paid for all hours worked or for three (3) hours at his/her regular rate, whichever is greater.
 - (c) If the casual employee is called in, the employee shall be paid for all hours worked or for three (3) hours at his/her regular rate, whichever is greater. Where a casual employee is replacing an absent employee, the employee shall be paid pursuant to (a) or (b) whichever is applicable.
 - (d) Any employee called in to work overtime for a full shift (8 to 10 hours) shall either work the full shift or, if sent home, shall be paid for the full shift.

Article 30 - Holidays

- 30:01** (a) The following are recognized holidays:
- | | |
|---|--|
| (j) New Year's Day | (vii) Labour Day |
| (ji) Good Friday | (viii) Thanksgiving Day |
| (iii) Easter Monday | (ix) Remembrance Day |
| (iv) Victoria Day | (x) Christmas Day |
| (v) Canada Day | (xi) Boxing Day |
| (vi) Civic Holiday
(first weekend in August) | (xii) Any other Holiday proclaimed
by Federal or Provincial Statute |
- (b) Unless otherwise agreed between the Employer and the Union, employees covered by this agreement whose primary work location is a Casino, shall recognize Easter Sunday instead of Easter Monday and Christmas Eve instead of Boxing Day.
- 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 24th when that day falls on Monday through Friday. This day shall be considered a full working day for purposes of calculation.
- (b) Where the Employer requires an employee to work a regular work day on December 24th when that day falls on a Monday through Friday inclusive, such employee shall be entitled to one-half (½) day of compensatory leave with pay to a maximum of four (4) hours.
- (c) **As** per 30:01 (b), administrative support employees whose primary location is a Casino shall recognize Easter Sunday instead of Easter Monday and Christmas Eve instead of Boxing Day.
- 30:06** Upon request, an employee may be permitted to retain his/her regular vacation or banked time up to a combined maximum of three (3) days in one fiscal year for the purpose of taking such time for recognized religious observations. Seniority will be the determining factor and this time must be pre-arranged/scheduled during the vacation bid process.
- 30:07** Deviations from what is outlined in the Collective Agreement can only take place if the MGEU Staff Representative and the Director and/or Vice President of Human Resources have confirmed any special arrangements in writing,
- Any deviation from what is outlined in the Collective Agreement must be requested thirty (30) days prior to any change, taking place.

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, and has elected to participate in this program. (See Memorandum of Agreement #21.)
- 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 practitioner and/or chiropractor 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.
- 31:08** An employee who will be absent for any reason shall call an area **as** designated by the Employer. This should be done at least two (2) hours prior to the commencement of the shift.

Article 32 - Discretionary Leave Time (DLT)

- 32:01** It is agreed by both parties that Discretionary Leave Time may be granted by the Employer where an employee is unable to be at work as a result of illness, injury, family emergencies, etc. and shall not be unreasonably denied.
- 32:02** Under the Discretionary Leave Time program, full-time employees who have completed their probationary period, will receive the following Discretionary Leave Time in their DLT bank:
- As of date of participation - **forty-eight (48)** hours; (see MOA Page **83**)
 - As of April 1, **2005** - **fifty-six (56)** hours: and
 - As of April 1, **2006** - **fifty-six (56)** hours.
- These DLT hours may be used in cases of illness and family emergencies which necessitates the presence of the employee.
- 32:03** Under the Discretionary Leave Time program, part-time employees who have completed their probationary period, will receive Discretionary Leave Time at a level pro-rated to reflect their hours worked over the previous year but at a level no higher than that outlined in Article **32:02** above.
- 32:04** Discretionary Leave Time credits may also be pre-booked for personal matters subject to management approval.
- 32:05** In the event of such absences, Discretionary Leave Time may be used in increments ranging from a minimum of one (1) hour to a maximum of the time

remaining in an employee's DLT bank, Discretionary Leave Time shall be reduced by the amount of DLT paid by the Employer for the absence.

- 32:06** Discretionary Leave Time may be accumulated (banked) to a maximum of one hundred sixty **(160)** hours.
- 32:07** At the employee's discretion, Discretionary Leave Time in excess of twenty-four **(24)** hours may be paid out in a given year. However, the maximum cash out shall not exceed forty **(40)** hours in a fiscal year.

Staff may elect to exercise the forty **(40)** hour pay out option, or as per Article **32:04** take the time in lieu of cash out, i.e. personal time subject to management approval,

- 32:08** The sick hours accumulated under the previous Sick Leave program will be placed in an employee's individual bank time and may be used by the employee for short term disabilities that may arise and as a bridge to the Corporation's Long Term Disability program.

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

The ex-civil service employees covered under Appendix "X" of this Agreement, are exempt from this program and shall continue to accrue sick leave as per the Government Employees' Master Agreement.

- 32:09** An employee required for reasons of illness to use those hours banked under the Sick Leave program may be required to provide an acceptable medical certificate as certified by a duly qualified practitioner and/or chiropractor that the employee was unable to be at work as a result of illness or injury.
- 32:10** Under the former Sick Leave program, where hours remain in an employee's bank time and where an employee is unable to work and is in receipt of an income replacement indemnity (I.R.I.) from Manitoba Public Insurance (M.P.I.) as a result of an injury incurred in a vehicle accident, the employee may elect to be paid an additional amount, which when combined with the I.R.I. benefit, shall ensure the maintenance of net salary consistent as if they were in receipt of regular sick leave. Such additional amount shall be chargeable to the employee's sick leave credits accrued at the time the employee commenced receipt of the I.R.I. and such additional payment shall be payable until the employee's accrued sick leave credits have been exhausted.

- 32:11** The crediting of DLT hours will be pro-rated for those employees who have completed their probationary period and, following the probationary period, they shall be credited back those DLT hours earned from their start date.
- Casual employees who convert to full-time or part-time status will receive DLT hours in the amount of twelve (12) hours DLT time for full-time, and six (6) hours DLT time for part-time, following three (3) months in the probationary period. These hours are not in addition to DLT normally issued to full and part-time employees on April 1st of a given year.
- 32:12** An employee who will be absent for any reason shall call an area as designated by the Employer. This should be done at least two (2) hours prior to the commencement of the shift.
- 32:13** Employees will have the option of participating in the DLT program. Sick hours will continue to accumulate until August 31, 2004. However, discretionary leaves will not be granted or cash outs allowed until they elect to participate in the program and have been credited with DLT hours.
- 32:14** Following the August 31, 2004 date, employees will no longer have the option of participating in the DLT program or the benefits related to this option, i.e., Superannuation, Critical Illness Program, LTD and the Health Spending Account.

Article 33 - Compassionate Leave

- 33:01** An employee shall be entitled to compassionate leave of four (4) scheduled shifts leave in the event of the death of a parent, spouse, common-law spouse/life partner or child.
- 33:02** 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.
- 33:03** 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.
- 33:04** 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.
- 33:05** An employee shall be entitled to an additional two (2) scheduled shifts leave, requested for the purpose of attending a funeral at a distance of 250 km or more, each way.
- 33:06** For purposes of interpretation, an employee shall only be eligible under 33:03, 33:04 and 33:05, where the employee was scheduled to work.

Article 34 - Adoptive Parent Leave

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

Article 35 - Paternity Leave

- 35:01** 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.
- 35:02** The Paternity Leave referred to in 35:01, shall be calculated by multiplying eight (8) hours times the pro-rating factor.

Article 36 - Maternity Leave

- 36:01** (a) An employee who qualifies for Maternity Leave may apply for such leave in accordance with either Plan "A" or Plan "B", but not both.
- (b) A full-time employee returning to work from a maternity leave may request the option of returning to work on a part-time basis. Such a request must be in writing and submitted to the Department Manager ninety (90) days prior to her return. A response to the request will be issued in writing within thirty (30) days of receiving the request and shall not unreasonably be denied.

PLAN "A"

- 36:02** In order to qualify for Plan "A", a pregnant employee must:
- (a) have completed seven (7) continuous months of employment with the Employer;
 - (b) submits to the Employer an application in writing for leave under Plan "A" at least four (4) weeks before the day specified by her in the application as the day on which she intends to commence such leave; and
 - (c) provide the Employer with a certificate of a duly qualified medical practitioner certifying that she is pregnant and specifying the estimated date of her delivery.
- 36:03** An employee who qualifies is entitled to and shall be granted Maternity Leave without pay consisting of:

- (a) a period not exceeding seventeen (17) weeks if delivery occurs on or before the date of delivery specified in the certificate mentioned in 36:02 (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 36:02 (c), and the actual date of delivery, if delivery occurs after the date mentioned in that certificate;
- (c) the Employer may vary the length of maternity leave upon proper certification by the attending physician.

- 36:04**
- (a) **An** employee who has been granted Maternity Leave shall be permitted to apply up to a maximum of ten (10) days of her accumulated sick leave against the Employment Insurance waiting period.
 - (b) Should the employee not return to work following her Maternity Leave for a period of employment sufficient to allow for reaccumulation of the number of sick days granted under 36:04 (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"

36:05 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.

36:06 In order to qualify for Plan "B", a pregnant employee must:

- (a) have completed seven (7) continuous months of employment for or with the Employer;
- (b) submit to the Employer an application in writing, for leave under Plan "B" at least four (4) weeks before the day specified by her in the application as the day on which she intends to commence such leave;
- (c) provide the Employer with a certificate of a duly qualified medical practitioner certifying that she is pregnant and specifying the estimated date of her delivery.
- (d) provide the Employer with proof that she has applied for Employment Insurance benefits and that the H.R.D.C. has agreed that the employee has qualified for and is entitled to such Employment Insurance benefits pursuant to Section 18, Employment Insurance Act.

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

- (a) she will return to work and remain in the employ of the Employer on a full-time basis for at least six (6) months following her return to work, and
- (b) if she does not take Parental Leave as provided in Article 36, she will return to work on the date of the expiry of her Maternity Leave; and
- (c) if she does take Parental Leave as provided in Article 36, she will return to work on the date of the expiry of her Parental Leave; and
- (d) should she fail to return to work as provided above, she is indebted to the Employer for the full amount of pay received from the Employer as a maternity allowance during her entire period of Maternity Leave.

36:08 During the period of Maternity Leave, an employee who qualifies is entitled to a Maternity Leave allowance in accordance with **SUB** plan as follows:

- (a) for the first two (2) weeks, an employee shall receive ninety-three percent (93%) of her weekly rate of pay;
- (b) for up to a maximum of fifteen (15) additional weeks, payments equivalent to the difference between the Employment Insurance benefits, the employee is eligible to receive ninety-three percent (93%) of her weekly rate of pay;
- (c) all other time as may be provided under 36:09, shall be on a leave without pay basis.

36:09 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.

36:10 Where an employee's anniversary date falls during the period of Maternity Leave under Plan "A" or "B", the employee shall be eligible to receive a merit increase effective the date upon which she returns to her position of employment.

Article 37 - Parental Leave

37:01 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.

37:02 An employee who qualifies under 37:01, must:

- (a) have completed seven (7) 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.

37:03 An employee who qualifies in accordance with 37:01 and 37:02, is entitled to Parental Leave without pay for a continuous period of up to thirty-seven (37) weeks.

- 37:04** Subject to 37:05, 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.
- 37:05** 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 38 - Dental Plan

- 38:01** (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 current Manitoba Dental Association (MDA) Fee Guide;
- (b) the current MDA Fee Guides will be implemented effective January 1 of each respective year;
- (c) dental coverage will continue for the first seventeen (17) weeks of Maternity Leave effective the first of the month following the date of ratification and limited to maternity leaves commencing on and after that date;
- (d) the annual maximum per claimant will be as follows:
- effective January 1, 2003 - one thousand four hundred dollars (**\$1,400**);
 - effective January 1, 2005 - one thousand four hundred seventy-five dollars (**\$1,475**);
- (e) the orthodontic lifetime maximum will be as follows:
- effective January 1, 2003 - one thousand six hundred dollars (**\$1,400**);
 - effective January 1, 2005 - one thousand six hundred seventy-five dollars (**\$1,675**);
- (f) part-time employees will be eligible for family coverage based on fifty percent (**50%**) of the coverage amounts applicable for full-time employees up to eighty percent (**80%**) of the maximum.

Article 39 - Court Leave

- 39:01** An employee who is summoned for jury duty or who receives a summons or subpoena to appear as a witness in a court proceeding, other than a court proceeding occasioned by the employee's private affairs, shall be granted a leave of absence with pay for the required period and all jury or witness fees received by the employee shall be remitted to the Employer.
- 39:02** An employee eligible for court leave in accordance with 39:01, shall be paid for all scheduled hours while absent on approved court leave.

Article 40 - Temporary Assignment

- 40:01** (a) Effective April 1, 2004, where an employee works/performs the duties and responsibilities of a higher rated classification for one (1) full shift or more,

the employee shall be paid at the rate of pay for the higher position for all hours worked.

- (b) Effective April 1, 2006, where an employee works/performs the duties and responsibilities of a higher rated classification for one (1) full hour or more, the employee shall be paid at the rate of pay for the higher position for all hours worked.

Article 41 - Merit Increase

- 41:01** “Merit Increase” means an increase in the rate of pay of an employee within the employee’s pay range which may be granted in recognition of satisfactory service on the employee’s anniversary date.
- 41:02** (a) The anniversary date of any employee hired after September 30, 2003 of this Agreement shall be the date on which the employee commenced employment.
 (b) Where an employee is promoted and receives an increase of ~~six~~ percent (6%) or greater, her anniversary date shall be the date on which the employee commenced her new position.
- 41:03** The effective date for an employee’s merit increase shall be the first day of the bi-weekly pay period which includes the employee’s anniversary date.
- 41:04** Where the pay range for an employee’s classification permits, an employee shall be eligible for a merit increase review twelve (12) months ~~from~~ the employee’s anniversary date established in accordance with this Article provided the employee has accumulated one thousand (1,000) regular hours of work during that preceding twelve (12) month period.
- 41:05** Where an employee has not accumulated one thousand (1,000) hours in 41:04, he shall be eligible for a merit increase review upon the completion of one thousand (1,000) regular hours.
- 41:06** Where an employee is granted a merit increase in accordance with 41:05:
- (a) the merit increase shall be effective on the first of the bi-weekly pay period in which one thousand (1,000) hours were accumulated; and
 (b) the employee’s new anniversary date shall be established as the first of the month following the granting of this merit increase.
- 41:07** Where an employee has been denied a merit increase on his 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 42 - Pro-Rating Factor

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

- (A) **ANY HOURS IN THE PRECEDING TWO FULL BI-WEEKLY PAY PERIODS** ÷ 160
- e.g. Holiday calculation:
- (i) Holiday shall be deemed to fall in the third full bi-weekly pay period.
 - (ii) Calculate **any hours worked** in the preceding two (2) full bi-weekly pay periods.
 - (iii) Divide number arrived at in (ii) by one hundred sixty (160).
 - (iv) Multiply eight (8) hours times the pro-rating factor arrived at in (iii) to determine the employee's entitlement.
- (B) For the purpose of this Article, **any hours worked** shall be regular hours exclusive of overtime hours worked.

Article 43 - Casual Employees

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

- (a) Article 1 - 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 to casual employees only in reference to Article 43
- (k) Article 14 - Arbitration Procedure
- (l) Article 15 - Discrimination/Harassment
- (m) Article 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 43 - Casual Employees
- (u) Article 45 - Shift Premium

- (v) Article 48 • Registration Fees
- (w) Appendix Pay Plan

- 43:02 (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 1st step for the classification listed in the Pay Plan. For calculation purposes, the 1st 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 from the date of ratification of this Agreement for the purposes of Subsection (a).
- 43:03 (a) If a casual employee has not worked within a period of forty-five (45) consecutive calendar days, the employment relationship may be severed at the sole discretion of the Employer. If an employee who has been terminated in accordance with this section is rehired as a casual employee within twelve (12) months, the employee will receive credit for the employee's previous casual service for purposes of the 400 hour period set out in Section 43.02.
- (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. Should a casual accept a shift, they must provide twenty-four (24) hours notice to cancel their commitment to the shift.
- 43:04 Abandonment of Shift/Non-Contact with MLC
- (a) In the case where a casual employee has not reported for work, or contacted MLC, the following process will be adhered to:
- (i) MLC will contact the employee at the last known phone number;
 - (ii) If this is unsuccessful, a letter will be couriered/express mail, and a meeting will be requested with the casual employee. The employee has fourteen (14) days to respond to the letter; and
 - (iii) When contact cannot be made, an additional letter shall be couriered/express mail, indicating that the employment relationship has been severed.

Restricted Availability

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

Article 44 - Overtime and Compensatory Leave

- 44:01** This Article shall apply to all overtime worked by employees.
- 44:02** The existing provisions on overtime will apply to all overtime credits earned up to forty (40) hours per fiscal year. E.g. Twenty (20) hours overtime worked at one and one-half times (1 ½x) equals thirty (30) overtime credits.
- 44:03** For any overtime credits earned beyond forty (40) hours in the fiscal year, the following provisions of this Article will apply.
- 44:04** All overtime worked by employees shall be banked.
- 44:05** The Employer shall consult with the employee in an effort to reach an agreement on whether the employee will be granted pay or time off in lieu for banked overtime.
- 44:06** Where an agreement is not reached, the Employer shall determine whether pay or time off will be granted.
- 44:07** Where banked time is to be taken, the Employer shall consult with the employee in an effort to reach an agreement on when the time off is to be taken.
- 44:08** Where an agreement is not reached, the Employer shall determine when the time off is to be taken.
- 44:09** Where the Employer determines when the time off is to be taken under **44:08**, the employee will receive forty-eight (48) hours notice of the time off and the following conditions shall apply:
- (a) the minimum period of time off will be five (5) days provided the employee has sufficient banked time available. In order to meet the five (5) day requirement, time off in lieu of overtime may be combined with holiday and/or vacation time and/or reduced work week days;
 - (b) where the employee has less than five (5) days banked, then these days may be scheduled by the Employer.
- 44:10** Nothing in **44:09**, restricts the Employer and employee from agreeing to alternative arrangements.

Article 45 - Shift Premium

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

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

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

Article 46 - Standby

46:01 An employee who has been designated by the Employer to be available on standby during off duty hours, shall be entitled to the following payment:

- (a) For each twenty-four (24) hour period or less of standby on a regular working day:
 - effective October 1, 2003 - fifteen dollars (\$15.00);
 - effective October 1, 2004 - sixteen dollars (\$16.00); and
 - effective October 1, 2005 - seventeen dollars (\$17.00).
- (b) For each twenty-four (24) hour period or less of standby on a day of rest or on a paid holiday that is not a working day:
 - effective October 1, 2003 - thirty dollars (\$30.00);
 - effective October 1, 2004 - thirty-one dollars (\$31.00); and
 - effective October 1, 2005 - thirty-two dollars (\$32.00).

46:02 To be eligible for standby payment, an employee designated for standby duty must be available during the period of standby at a known telephonenumber or another method of communication as mutually agreed between the supervisor and the employee, and must be available to return for duty as quickly as possible if called.

46:03 An employee on standby who is called back to work shall be compensated in accordance with call out provisions of Hours of Work, Article 28, in addition to standby pay.

46:04 An employee who has been designated by the Employer to be available on standby and who is required to perform work on the telephone while on standby, will be compensated, providing:

- A minimum of one (1) hour (cumulative) per standby shift is spent on the telephone to resolve issues;
- The issues dealt with are documented, including the nature of the problem, to whom the employee spoke, and the outcome of the discussion;
- Where these conditions are met, the employee will be compensated at the applicable overtime rate.

Article 47 - Performance Appraisal

- 47:01** (a) Where a formal assessment of an employee's performance is made, and at the request of the employee, the employee will be provided with a period of seventy-two (72) hours within which to read the assessment before the employee is required to sign the formal assessment indicating that he/she has read it. The employee shall have the right to place his/her own comments on the Employee Performance and Development Form or append his/her comments to the form.
- (b) Where the employee is of the view that the contents of the Employee Performance and Development Form reflect an inaccurate assessment, the employee may submit a written request to the General Manager or the appropriate senior management representative to initiate a review of the contents of the form, which are alleged to be unfair or inaccurate. The written request for review must be received within ten (10) days of the employee having been provided with a copy of the Employee Performance and Development Form and shall contain complete details of the alleged inaccuracies.
- (c) The General Manager or senior management representatives shall meet with the employee in an attempt to resolve the concern(s). The parties may agree to have other appropriate individuals attend the meeting if it is deemed beneficial to all concerned.
- (d) An employee shall receive a copy of the assessment.
- (e) A review under this process is non-grievable.

Article 48 - Registration Fees

- 48:01** The 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.
- 48:02** The Corporation shall pay the registration fee for current employees.
- 48:03** The Corporation shall pay the registration fee when a new employee is hired.
- 48:04** The Corporation shall recover the registration fee from any new employee who fails to successfully complete their probationary period.
- 48:05** All staff will be issued and required to have their photo identification card/MGCC registration visible at all times while at work. Should an employee lose, more than once within a two (2) year period their photo identification card/MGCC registration, there will be a ten dollar (\$10.00) replacement charge. The photo identification card/MGCC registration is considered MLC property. A lost or stolen photo identification card/MGCC registration must be reported immediately to security.

Article 49 - Vision Care Plan

- 49:01** 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 and dependents will be the same as those in effect for the Dental Plan.
 - (b) Co-insurance will be 80%/20%.
 - (c) The maximum per claimant will be increased to **two** hundred dollars (**\$200.00**) effective January 1st, 2001.
 - (d) Coverage will include prescription lenses and eye examinations.
 - (e) Changes to the Dental Plan respecting eligibility during Maternity Leave and pro-rated family coverage for part-time employees will also apply to the Vision Care Plan.

Article 50 - Ambulance & Hospital Semi-Private Plan (AHSP)

- 50:01** The Employer agrees to the continuation of the Ambulance and Hospital Semi-Private Plan.
- 50:02** Effective the 1st day of the month following the date of ratification of this Agreement, the Employer will pay the full cost of employees' premiums.
- 50:03** The premiums will be paid by the Employer.
- 50:04** Eligibility requirements will be the same as those in effect for the Dental Plan.

Article 51 - Severance Pay

- 51:01** Employees with three (3) or more years of continuous employment whose services are terminated as a result of permanent layoff shall be paid severance pay in the amount of one (1) week's pay for each complete year of continuous employment or portion thereof, but the total amount of severance pay shall not exceed fifteen (15) weeks' pay.
- 51:02** 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 layoff, shall not be counted in the total continuous employment.

Article 52 - Recruitment and Promotion

- 52:01** 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.

- 52:02** 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.
- 52:03** 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.
- 52:04** 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.
- 52:05** Any disputes regarding this article may be grieved at Step 2 of the grievance procedure.
- 52:06**
- (a) **An** employee who accepts a position within a classification with a higher maximum rate of pay or equal rate of pay, shall be on a trial for a period of three (3) months. Subject to satisfactory performance, such promotion shall become permanent after the trial period of three (3) months.
 - (b) In the event the employee proves unsatisfactory in the position during the trial period, or if the employee finds herself unable to perform the duties of the new position, she shall be returned to her former position, at her former salary. Any other employee promoted or transferred because of the re-arrangement of positions shall be returned to her former position at her former salary. **A** newly hired employee, in contrast, could be released.
 - (c) The employee may only grieve the rejection if the employee has not been relocated to her former position.
- 52:07** 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 - Layoff and Recall;
 - (d) When an employee is transferred to a vacant or new position for medical reasons;
 - (e) When an employee is placed into a vacant or new position, following his/her return from sick leave or long term illness and for medical reasons cannot return to his/her former position; or his/her former position has been filled; or his/her former position has been abolished; 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.
 - (g) When an employee within the same classification requests a transfer in writing, subject to management approval, and as per the transfer opportunity process;

- (h) When the Employer wishes to transfer a Supervisor for developmental purposes or when operational changes/requirements provides for the transfer of staff within a specific classification.

Regarding the above, the following procedure will be followed:

1. Interested employees may make application for a transfer to a vacancy within their **own** classification **at** a different primary base location on a quarterly basis, i.e. between January **1-15**; April 1-15; July **1-15**; October 1-15, of a calendar year.
2. The application for transfer (when and if a vacancy occurs) will remain in effect that quarter only. Individuals must re-apply each quarter between the first and the fifteenth.
3. Applicants for transfer will not be considered for an initial six (6) months if they have active discipline on file as per Article 12:07 and/or are active at step 2 or higher within the Attendance Management Program.
4. The subsequent vacancy arising once the transfer process has been completed will be posted as per Article 52 - Recruitment and Promotion.
5. A transfer cannot be in violation of any policy or procedure currently in effect.
6. Where one or more applicants meet the transfer protocol, seniority will be the governing factor.
7. A transfer under this process will not be done for disciplinary reasons.

- 52:08** The Manitoba Lotteries Corporation and the Manitoba Government and General Employees' Union acknowledge, recognize and endorse the principle of Employment Equity and therefore agree with the criteria that has been developed to facilitate the selection, hiring, training and promotion of designated groups, i.e. women, aboriginal peoples, persons with disabilities and visible minorities.

Article 53 - Medical

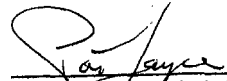
- 53:01**
- (a) **In** cases of long term or frequent absences, the Vice-president, Human Resources may require that the employee undergo an independent medical by a doctor agreed upon by the Employer and employee.
 - (b) If the Employer and employee cannot agree on a doctor, the Employer may appoint a doctor to provide an independent medical.
 - (c) In this event, the employee will authorize his/her doctor(s) to make the required information available to the doctor appointed by the Employer and shall, if requested, substantiate that he/she has given this authorization. If the employee fails to authorize the required releases, his/her absence from work may be considered as unauthorized, consequently without pay, and subject to disciplinary action.
 - (d) The cost of a medical, as per this Clause, shall be borne by the Employer.

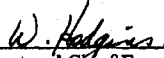
Article 54 - Addictions

54:01 The parties recognize that addictions may occur and that such addictions have the potential to adversely affect an employee's work performance. Subject to the Vice President, Human Resources or designates approval, an employee will be granted sick leave (paid only if accrued sick leave is available) to pursue treatment that involves time away from work for participation in residential, in-patient or out-patient services.

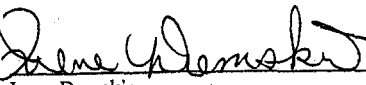
Any employee granted sick leave for this purpose, must provide the Employer with documentation from Addictions Foundation of Manitoba and/or other approved treatment resources outlining the estimated time off needed to attend the necessary program for treatment.

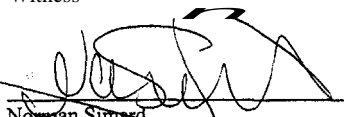
In witness whereof the President and Chief Executive Officer, Manitoba Lotteries Corporation, has hereunto set his hand for, and on behalf of the Manitoba Lotteries Corporation, and the Representative of the Manitoba Government and General Employees' Union has hereunto set his hand for, and on behalf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

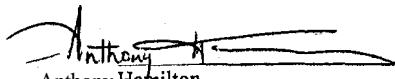

On Behalf of the Manitoba Government
and General Employees' Union



President and Chief Executive
Officer, Manitoba Lotteries
Corporation

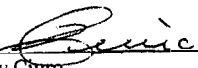
AUG. 6/04
Date


Witness

Irene Demskie,
M.G.E.U. Bargaining Committee

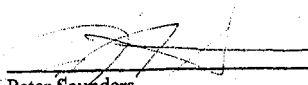
Witness

Norman Simard,
M.G.E.U. Bargaining Committee


Anthony Hamilton,
M.G.E.U. Bargaining Committee


Peter Kotyk,
M.G.E.U. Bargaining Committee


Tony Ciuro,
M.G.E.U. Bargaining Committee


Mike Hilliard,
M.G.E.U. Bargaining Committee


Peter Saunders,
M.G.E.U. Bargaining Committee


Bill Henry,
M.G.E.U. 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 to employees that have established a residence and maintain a home in a location designated as a remote location and 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.
- 1:04 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.
- 1:05 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.

1:07 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 are 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) kilometres 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) kilometres 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 kilometres. 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

Location	Effective the First Bi-weekly Following Date of Signing		Effective Mar. 20, 2004		Effective Mar. 19, 2005	
	Dependent	Single	Dependent	Single	Dependent	Single
The Pas	\$86.65	\$52.95	\$89.25	\$54.54	Rates will be increased by the cost of living adjustment to be applied to the wage rates on March 19, 2005	
Thompson	\$137.95	\$96.90	\$142.09	\$99.81		

Appendix "X"

(Previous Manitoba Lottery Foundation Civil Servants employed prior to 1993.)

Appendix "X" shall apply only to the following individuals:

Appelt, Judy	Gruben, Joan
Bain, John	Hegedus, Les
Benstead, Jack	Kublanski, Regine
Berthiaume, Brenda	Lawson, Debbie
Caminha, Sheila	Monostori, Darlene
Dalglish, Charles	Nicholson, Bruce
De Hoog, Deborah	Roberts, Glen
Dunsmore, John	Walsh, Brenda

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BX	Vacation	50
CX	Sick Leave	50
DX	Long-Term Disability Income Plan	51
EX	Severance Pay	52
FX	Pay Plan X	54

Article AX - Workers Comaensation

- AX:01** 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.
- AX:02** Notwithstanding AX:01, an employee's pay may only be "topped up" by ten percent (10%) of net salary.
- AX:03** If, at any time, it is decided by the Workers Compensation Board that the additional amount in AX:01 or AX:02 must be offset against benefits otherwise payable by the Workers Compensation Board, then such additional amount shall not be payable.

Article BX - Vacation

- BX: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.
 - (b) 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 CX - Sick Leave

- CX: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.
- CX:02** Sick leave shall not accumulate beyond two hundred and eight (208) working days.
- CX: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 CX:02.

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

Article DX - Long-Term Disability Income Plan

- DX: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.
- DX: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 EX - Severance Pay

- EX: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.)
- EX:02** Where an employee in the employee's ninth (9th) year of continuous service fails to complete nine (9) years' continuous service as a result of retirement in accordance with the provisions of The Civil Service Superannuation Act or death, the employee shall be paid, or to the employee's estate in the event of death, severance pay on the basis of nine (9) 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.
- EX:03** Employees with three (3) or more years of continuous employment whose services are terminated as a result of permanent layoff shall be paid severance pay in the amount of one (1) week's pay for each complete year of continuous employment or portion thereof, but the total amount of severance pay shall not exceed twenty-two (22) weeks' pay.
- EX: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 layoff, or death. The rate of pay shall be determined on the basis of the applicable work week.
- EX:05** In the case of employees eligible for severance pay who are on stand-by or temporary layoff at the time of retirement, permanent layoff 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 layoff or death.

List of Affected EmployeesEmployee

Appelt, Judy
 Bain, John
 Caminha, Sheila
 Daigliesh, Charles
 De Hoog, Deborah
 Dunsmore, John
 Gruben, Joan
 Hegedus, Les
 Lawson, Debbie
 Monostori, Darlene
 Stefanyshen, Edward

Employee

Benstead, Jack
 Kidd, Marie
 Kublanski, Regine
 Berthiaume, Brenda
 Nicholson, Bruce
 Roberts, Glenn
 Walsh, Brenda

Classification

AIU
 Manager
 AYU

 AIU
 AIU

Position

Account Representative
 OD & TS (Excluded)
 Training & Promotions Officer
 Senior Policy & Procedures Analyst
 Supervisor of Telemarketing
 Account Representative
 Account Representative

Pay Plan X

<u>Classification</u>	<u>October 1, 2003</u>	<u>October 1, 2004</u>	<u>October 1, 2005</u>
Accounting Clerk 2 AK2	1632.83 20.41	1681.81 21.02	COLA
Activities Instructor AIU	1701.78 21.27	1752.83 21.91	COLA
Admin. Officer 2 A02	1920.17 24.00	1977.78 24.72	COLA
Admin. Officer 3 XO3	2088.75 26.11	2151.41 26.89	COLA
Admin. Sec. Unclass AYU	1629.79 20.37	1678.68 20.98	COLA
Computer Op 2 OP2	1596.97 19.96	1644.88 20.56	COLA

***Bi-weekly hours based on 80 hours/bi-weekly.**

Memorandum of Agreement #1

between

Manitoba Government and General Employees' Union

and

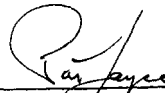
Manitoba Lotteries Corporation

Re: Civil Service Superannuation Fund

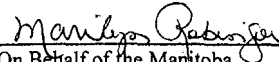
This Memorandum of Agreement will serve to confirm the agreement of the parties ~~with~~ respect to participation by certain former civil servants in the Civil Service Superannuation Fund (the "Fund"),

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 Manitoba Lotteries Corporation pension plan.
4. Participating Employees:

Appelt, Judy	Hegedus, Les
Bain, John	Kidd, Marie
Benstead, Jack	Kublanski, Regine
Berthiaume, Brenda	Lawson, Debbie
Caminha, Sheila	Monostori, Darlene
Dalglish, Charles	Nicholson, Bruce
De Hoog, Deborah	Roberts, Glen
Dunsmore, John	Walsh, Brenda
Gruben, Joan	



 On Behalf of the Manitoba Government
 and General Employees' Union



 On Behalf of the Manitoba
 Lotteries Corporation

AUG. 6/04

 /Date

Memorandum of Agreement #2

between


Manitoba Government and General Employees' Union

and

Manitoba Lotteries Corporation

Re: Drug Plan

1. The Employer has implemented the following:
 - (a) eligibility requirements for employees and dependents will be the same as the Dental Services **Plan**;
 - (b) co-insurance be based on 80% reimbursement;
 - (c) the maximum payment per contract (family) is five-hundred dollars (\$500.00) per year.



On Behalf of the Manitoba Government
and General Employees' Union



On Behalf of the Manitoba
Lotteries Corporation

 AUG. 6/04
Date

Memorandum of Agreement #3

between

Manitoba Government and General Employees' Union

and

Manitoba Lotteries Corporation

Re: Group Life Insurance Plan

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

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

On Behalf of the Manitoba Government
and General Employees' Union


On Behalf of the Manitoba
Lotteries Corporation

AUG. 6 / 04
Date

Memorandum of Agreement #4

between

Manitoba Government and General Employees' Union

and

Manitoba Lotteries Corporation

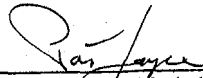
Re: Pension Plan (Money Purchase Plan)

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

1.	<u>Employer Contribution</u>	<u>Employee Contribution</u>
	Effective April 1, 2003	4% 2%

Employees may choose to voluntarily contribute beyond 2%.

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



 On Behalf of the Manitoba Government
 and General Employees' Union



 On Behalf of the Manitoba
 Lotteries Corporation

 AUG. 6/04
 Date

Memorandum of Agreement #5

between

Manitoba Government and General Employees' Union

and


Manitoba Lotteries Corporation

Re: Civil Service Superannuation Plan

The parties recognize the unique nature of the Civil Service Superannuation Fund, the Civil Service Superannuation Act and the nature of the funding arrangement under the Superannuation Plan. In addition, the parties recognize that the Superannuation Plan is a multi-employer and multi-union Superannuation plan and that it also covers many non-unionized employees. The superannuation Plan provides for input and consultation through the Liaison Committee (worker representatives) and the Advisory Committee (employer representatives).

Within this context, the parties agree to develop a plan which would create a jointly trusted Superannuation Plan and to implement joint trusteeship arrangements at the earliest possible date. The plan must recognize the requirement for:

- (a) the involvement of other unions and employers in the Superannuation Plan;
- (b) legislative approval;
- (c) Government to retain the right to approve any changes to the Superannuation Plan involving additional Government expenditures;
- (d) the need to conclude and transition from the former defined contribution pension plan.


On Behalf of the Manitoba Government
and General Employees' Union


On Behalf of the Manitoba
Lotteries Corporation

AUG. 6 / 04
Date

Memorandum of Agreement #6

between

Manitoba Government and General Employees' Union

and

Manitoba Lotteries Corporation

Re: 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 (1) hour on Corporation business before the recognized time for the start of the employee's day's work.
 - (c) The employee is outside the metropolitan or urban area within they normally work and the employee's mealtime is disrupted due to an emergency as defined in Section 3:03, and/or the employee is directed to work through their meal break by their Manager.
- 1:02** Luncheon - an employee is expected to make arrangements to provide or purchase luncheon, 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 outside the headquarter area which would cause the employee to disrupt the employee's normal mid-day or mid-shift meal arrangements.
 - (c) The employee is outside the metropolitan or urban area within they normally work and the employee's mealtime is disrupted due to an emergency as defined in Section 3:03, and/or the employee is directed to work through their meal break by their Manager.

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:
- (a) 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.
 - (c) In those situations as outlined above, **the** employee must provide **a** receipt **so** as to claim the cost of purchased meals up to the maximum amounts outlined in this Agreement.

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.

1:04 Video Lotto

MLC agrees to continue the current practice of providing meal allowance to those currently receiving same in Video Lotto and Lottery Sales recognizing these two (2) practices are dissimilar.

However, in continuing this practice those individuals receiving this allowance will be required to provide receipts **so** as to claim the cost of purchase, up to the maximum outlined in this Collective Agreement,

Future employees working in these departments will be covered by the Memorandum of Agreement #15 entitled "Meals Eligible for Claims". See above Articles **1:01**, **1:02** and **1:03**.

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>Breakfast</u>	<u>Individual Meals</u>		<u>Per Diem</u>
		<u>Lunch</u>	<u>Supper</u>	
(a) in areas covered by remoteness allowance				
February 1, 2004	\$6.54	\$8.45	\$15.60	\$30.59
March 20, 2004	\$6.74	\$8.70	\$16.07	\$31.51
(b) in all other areas				
February 1, 2004	\$6.03	\$7.93	\$14.47	\$28.43
March 20, 2004	\$6.21	\$8.17	\$14.90	\$29.28

- 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 **\$4.12** per day effective February **1, 2004**; and **\$4.24** effective March **20, 2004**.
- (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 all incidental expenses except as provided in Article 6 - Miscellaneous Expenses During Travel.
- 4:03** An employee who **is in** travel status may claim an incidentals allowance for each night of:

- (a) commercial accommodation:
February 1, 2004 - three dollars and eighty-one cents (\$3.81).
March 20, 2004 - three dollars and ninety-two cents (\$3.92).
- (b) non-commercial accommodations:
February 1, 2004 - two dollars and forty-seven cents (\$2.47).
March 20, 2004 - two dollars and fifty-four cents (\$2.54).

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 4 - Incidentals Allowance will increase by the following formula:

- (a) October 1, 2003 - an amount calculated by measuring the average percentage increase in the Winnipeg Consumer Price Index from January to December, 2004. The amount shall be the average of the monthly percentage increases in the component calculated as follows:

<u>July 2003</u>	<u>Aug. 2003</u>	<u>Sept. 2003</u>	<u>Oct. 2003</u>	=	Total
July 2004	Aug. 2004	Sept. 2004	Oct. 2004		Percentage Increase

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, 2006 - An adjustment calculated in the same manner reflecting the increase from July 2004 to June 2005.

5:02 Increase the rates in Section 4:01 by the same formula as in Section :01 except using the food purchased from stores component of the Manitoba Consumer Price Index. Increases to be effective:

- (a) October 1, 2005
(b) October 1, 2006

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 and fifty cents (\$4.50) for each period of three (3) consecutive nights away from the employee's residence on Corporation business and 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 kilometre 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.

Memorandum of Agreement #7

between

Manitoba Government and General Employees' Union

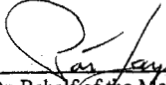
and

Manitoba Lotteries Corporation

Re: Article 9 • Union Business

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 within sixty (60) days following the signing of this Collective Agreement.



On Behalf of the Manitoba Government
and General Employees' Union



On Behalf of the Manitoba
Lotteries Corporation

AUG. 6 / 84

Date

Memorandum of Agreement #8

between

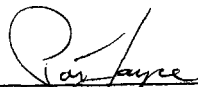
Manitoba Government and General Employees' Union

and

Manitoba 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 Government
and General Employees' Union



On Behalf of the Manitoba
Lotteries Corporation

AUG. 6/04
Date

Memorandum of Agreement #0

between

Manitoba Government and General Employees' Union

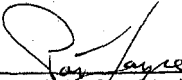
and

Manitoba Lotteries Corporation

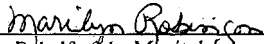
Re: Ten (10) Hour Shifts - Additional Breaktime

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

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



On Behalf of the Manitoba Government
and General Employees' Union



On Behalf of the Manitoba
Lotteries Corporation

AUG. 6 04
Date

Memorandum of Agreement #10

between

Manitoba Government and General Employees' Union

and

Manitoba Lotteries Corporation

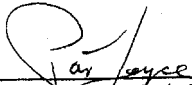
Re: Grievance/Arbitration Process

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

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

Representatives of the Union and Manitoba Lotteries Corporation employees involved as witnesses or participants in grievance or arbitration proceedings or Manitoba Labour Board hearings shall be granted leave of absence for union business as per Article 9:01 of the Collective Agreement.

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



On Behalf of the Manitoba Government
and General Employees' Union



On Behalf of the Manitoba
Lotteries Corporation

AUG. 6/04
Date

Memorandum of Agreement #11

between

Manitoba Government and General Employees' Union

and

Manitoba Lotteries Corporation

Re: Term Employees

The parties hereby agree to an employee type to be referred to as "Term Employee". This type of employment will form part of the current collective agreement and will allow the successful employee(s) to be eligible for selected benefits following one (1) year in the position and, the immediate accrual of vacation and sick leave credits.

1. "Term Employee" means an employee hired for a specific term of employment. The term of employment may be based on a specific period of time or the completion of a specific job or until the occurrence of a specified event.
2. An employee successful for a term assignment filling a term position will be informed in writing as to the duration of the term.
3. Where the employment of a term employee concludes at the end of a specific term of employment, then
 - (a) his/her employment shall be terminated or the employee shall be returned to their previous casual status, if applicable;
 - (b) the MLC will not be required to provide any notice or payment in lieu thereof.
4. A term employee will accrue vacation credits and sick leave entitlement as per the collective agreement immediately upon being placed into the term position (casual time will not be used in calculation of the rate (\$) of entitlement).
5. A term employee, after one (1) year of full service in the term position, will be eligible for the following health benefits:

Dental Plan (Article 37)

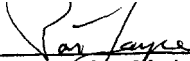
Vision Plan (Article 48)

AHSP (Article 49)

Drug Plan (Memorandum)

For part-time term employees, benefits will be pro-rated.

6. Term employees shall be employed for a period of one (1) year or less, this period may be extended if MLC and the Union mutually agree.



On Behalf of the Manitoba Government
and General Employees' Union



On Behalf of the Manitoba
Lotteries Corporation

 AUG. 6/04
Date

Memorandum of Agreement #12

between

Manitoba Government and General Employees' Union


and

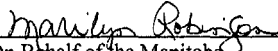
Manitoba Lotteries Corporation

Re: Health Spending Account (HSA)

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

- The HSA shall apply to permanent full-time and part-time employees on staff and who have completed their probationary period as of October 1, 2004.
- The HSA shall become applicable to claims for allowable expenses (as determined by the account plan) incurred commencing October 1, 2004.
- Effective October 1, 2004, maximum claims shall be \$100.00/year per full-time employee and \$50.00/year per part-time employee.
- Effective October 1, 2005, maximum claims shall be \$130.00/year per full-time employee and \$65.00/year per part-time employee.
- Employees can apply for reimbursement once claims total \$50.00 (i.e. the "trigger point").
- Reimbursement for claims is once every two (2) months.
- An employee must file a claim.
- Employees to receive annual statements.
- The plan shall use Revenue Canada's definition of dependent (i.e. an employee can pay HSA eligible expenses for anyone for whom they can claim a tax deduction).
- Plan coverage and administration is to be determined by the Employer.


 On Behalf of the Manitoba Government
 and General Employees' Union


 On Behalf of the Manitoba
 Lotteries Corporation

AUG. 6/04
 /Date

Memorandum of Agreement #13

between

Manitoba Government and General Employees' Union

and

Manitoba Lotteries Corporation

Re: Critical Illness Coverage

MLC, effective October 1, 2004, and in conjunction with the introduction of a Long Term Disability Program, **will** implement a **Critical Illness Coverage** initiative for all full-time and part-time employees.

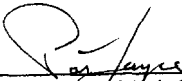
An individual whose primary status is casual is not eligible for participation in the LTD program.

The premiums for Critical Illness Coverage will be paid by the Employer and coverage will be for the ten **(10)conditions*** listed below:

- | | |
|---------------------------------|------------------------|
| Heart Attack | Paralysis |
| Cancer | Major Organ Transplant |
| Stroke | Deafness |
| Coronary Artery By-pass Surgery | Severe Burns |
| MS | Motor Neuron Disease |

*(The mix of conditions may change but MLC agrees to ten conditions. These conditions will require carrier input and approval.)

An M.G.E.U. Staff Representative will be updated as to the progress and the details surrounding the implementation of Critical Illness Coverage.



 On Behalf of the Manitoba Government
 and General Employees' Union



 On Behalf of the Manitoba
 Lotteries Corporation

Aug. 6/04

 /Date

Memorandum of Agreement #14

between

Manitoba Government and General Employees' Union

and

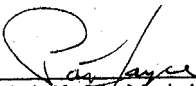
Manitoba Lotteries Corporation

Re: Claims for Meal Eligibility

An employee is expected to make arrangements to provide or purchase meals while scheduled to work. The exceptions to this are as follows:

1. An employee is in travel status and this status requires overnight accommodation; and/or
2. The employee is outside the metropolitan or urban area within which they normally work and the employee's meal time is disrupted due to an emergency as defined in MOA #6, Section 3:03, and/or the employee is directed to work through their meal break by their Manager.

In those situations as outlined above, the employee must provide a receipt so as to claim the cost of purchased meals up to the maximum amounts outlined in this Agreement.



On Behalf of the Manitoba Government
and General Employees' Union



On Behalf of the Manitoba
Lotteries Corporation

AUG. 6 / 04
Date

Memorandum of Agreement #15

between

Manitoba Government and General Employees' Union

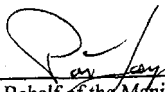
and

Manitoba Lotteries Corporation

Re: Dealer/Inspector Work/Rest Configurations

1. The parties agree to the implementation of a committee within thirty (30) days of the signing of the Collective Agreement 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
and General Employees' Union



On Behalf of the Manitoba
Lotteries Corporation

AUG. 6 '04
ate

Memorandum of Agreement #16

between

Manitoba Government and General Employees' Union

and

Manitoba Lotteries Corporation

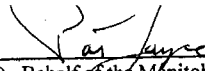
Re: Dealer Selection for Specialty Games Training

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

1. Waiting periods will be in effect as per the following:
 - Upon acquiring either Three Card Poker, Let It Ride and/or Caribbean Poker, a Dealer must demonstrate a proficiency in the game(s) for a minimum three (3) month period prior to being considered for further Specialty Games training.
 - Upon acquiring either Mini Baccarat and/or (Fortune) Pai Gow Poker, a Dealer must show proficiency in the game(s) for a minimum four (4) month period prior to being considered for further Specialty Games training.
 - Upon acquiring either Double Deck, Poker, and/or Roulette, a Dealer must show proficiency in the game(s) for a minimum six (6) month period prior to being considered for further Specialty Games training.
2. Specialty Games selection criteria will include the following:
 - Demonstrated proficiency in all previously acquired games skill and related procedures.
 - (i) Proficiency will be determined through testing administered by Organizational Development and Training Services. (Table Test to be jointly development by the parties);
 - (ii) Proficiency will also be supported through the employees most recent Performance and Development Program (Appraisal);
 - (iii) Documented game procedural errors which have been reviewed with the Table Games Dealers by an Inspector, Supervisor and/or Manager will also be a consideration in determining proficiency prior to being approved for further Specialty Games training.
 - Demonstrated regular attendance.
 - (i) A candidate for further Specialty Games training will not be active at any step within the Attendance Management Program;

- (ii) No history of documented discussion concerning excessive late(s) and/or unapproved absences within the previous six (6) months,
- 3. Once the above criteria have been met, should the number of candidates exceed the opportunities available for Specialty Games training, selection will be based on seniority.
- 4. As per the criteria set out above, full-time and part-time staff will be given opportunities for Specialty Games training prior to casuals being considered on a game by game basis.
- 5. Casuals and/or newly trained full-time and part-time Blackjack Dealers must work a minimum of four (4) months after the completion of Blackjack training before being eligible for another game selection. If a casual has not worked at least 600 hours within the first four months, they will be required to complete these hours before another game selection.
- 6. Specialty Games training opportunities will be posted (Bulletin Boards, Intranet, etc.) as follows:
 - Step (i) Posting for Sign-Up (8 weeks prior to training dates);
 - Step (ii) Selection of Candidates (4 weeks prior to training dates);
 - Step (iii) Notice to Staff (2 weeks prior to training dates); and
 - Step (iv) Training Dates

Individuals must commit to the Training once the selection of candidates has commenced, i.e., Step (ii).
- 7. New games added will be jointly discussed by the parties regarding the appropriate waiting period as per item 1 above.
- 8. Candidates who have not been successful at obtaining their certificate in a Specialty Game (see item 1) will be required to wait half the waiting period for the applicable Specialty Game, i.e. three months, four months, etc. prior to being considered for retraining in said Specialty Game.


 On Behalf of the Manitoba Government
 and General Employees' Union


 On Behalf of the Manitoba
 Lotteries Corporation

 AUG. 6/04
 /Date

Memorandum of Agreement #17

between

Manitoba Government and General Employees' Union

and

Manitoba Lotteries Corporation

Re: Tips

The Manitoba Lotteries Corporation will maintain its current practice of tip distribution at both McPhillips Street Station Casino and Club Regent Casino.


The current practice is as follows:

1. Tips are pulled weekly;
2. The monies accumulated are reported to the Payroll Department by the Countroom;
3. Payroll calculates the tipable hours per employee;
4. Tipable hours include all regular hours worked, overtime hours and statutory holiday hours;
5. Tipable hours do not include sick hours, vacation hours, leaves with or without pay, and hours worked by those individuals working in classifications currently outside the tip pool;
6. MLC will deduct an administration fee related to the above of 1.5% of the tips generated;
7. The make-up of the committee shall consist of four (4) elected members from each casino site, taken from the current existing twelve (12) departments who now receive tips from the general pool; and
8. The election of committee members shall occur at the same time as the Executive and Steward elections.

As stated, the current practice will be maintained over the life of this Agreement, however, a committee will be formed consisting of representatives of participating departments, MGEU staff representative and management to review the process and make recommendations on an alternative approach to tip distribution.

Alternatives agreed upon will be submitted to those impacted for consideration.

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
and General Employees' Union



On Behalf of the Manitoba
Lotteries Corporation

AUG. 6/04
Date

Memorandum of Agreement #18

between

Manitoba Government and General Employees' Union

and

Manitoba Lotteries Corporation

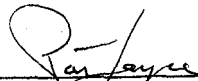
Re: Discretionary Leave Time • Option "A"

All current full-time and part-time MGEU member employees covered by this Agreement will be required to confirm their intention to participate in the Discretionary Leave Time program. The employees' decision must be made known between the date of ratification and August 31, 2004.


Upon confirmation of an employee's decision to participate in the Discretionary Leave Time program, they will be credited with the hours as outlined in Article 54 -Discretionary Leave Time (DLT). These employees will also be enrolled in Long Term Disability, Critical Illness Coverage, and the Health Care Spending Account, but may elect to remain in the current money purchase plan (MPP) rather than participating in Superannuation (CSSF).

Individuals opting into this option as outlined above will not be permitted to opt out.

All newly hired full-time and part-time MGEU member employees covered by this Agreement will be required to participate in Option "A" only.



On Behalf of the Manitoba Government
and General Employees' Union



On Behalf of the Manitoba
Lotteries Corporation

AUG. 6/04

Date

Memorandum of Agreement #19

between

Manitoba Government and General Employees' Union

and

Manitoba Lotteries Corporation

Re: Sick Leave Plan Participation • Option "B"

Following ratification of the Collective Agreement, current full-time and part-time MGEU member employees covered by the Agreement, will have the option of remaining in the Sick Leave Plan as outlined in Article 31.

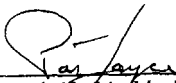
MGEU member employees electing to remain in the Sick Leave Plan must confirm their decision to do so by no later than August 31, 2004.

MGEU member employees remaining in the Sick Leave Plan will be excluded from participating in the following negotiated benefits:

- Superannuation
- Long Term Disability
- Critical Illness Coverage
- Health Spending Account
- Discretionary Leave Time (DLT) Program

Individuals opting into the Sick Leave Plan option will not be permitted to opt out of this option at any time during the life of this Collective Agreement.

Newly hired full-time and part-time MGEU member employees covered by this Agreement, will not have this option available to them and will be required to participate in those benefits listed above as outlined in the MOA entitled Discretionary Leave Time - Option "A".



 On Behalf of the Manitoba Government
 and General Employees' Union



 On Behalf of the Manitoba
 Lotteries Corporation

AUG. 6 / 04

 Date

Letter of Understanding #1

between

Manitoba Government and General Employees' Union

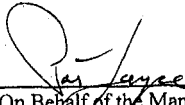
and

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
and General Employees' Union



On Behalf of the Manitoba
Lotteries Corporation

AUG. 6/04
Date

Letter of Understanding #3

between

Manitoba Government and General Employees' Union

and

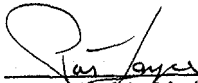
Manitoba Lotteries Corporation

Re: Extended Health Care Plan (Hearing Aids)

Both parties agree that an additional benefit coverage for hearing aids up to a maximum of \$500.00 (both ears) once every five (5) years will be added to the current Extended Health Care Plan. This plan will continue to be an optional plan paid for solely by the employees.

Both parties agree that this benefit change will take effect no later than 2 months after the ratification of this Collective Agreement. The additional cost to employees is estimated to be an additional \$0.07 for single and \$0.24 for family coverage per month.

These rates are subject to change by the benefit carrier.



On Behalf of the Manitoba Government
and General Employees' Union



On Behalf of the Manitoba
Lotteries Corporation

AUG. 6/04
Date

Letter of Understanding #4

between

Manitoba Government and General Employees' Union

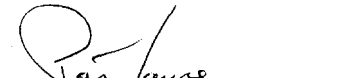
and

Manitoba Lotteries Corporation

Re: Extended Health Care Plan (Orthopedic)

Both parties agree that this benefit change will take effect no later than **two (2)** months after the ratification of this Collective Agreement. The additional cost to employees is estimated to be an additional \$0.28 for single and \$0.72 for family coverage per month.

These rates are subject to change by the benefit carrier.


On Behalf of the Manitoba Government
and General Employees' Union


On Behalf of the Manitoba
Lotteries Corporation

AUG. 6/04
Date

Letter of Understanding #5

between

Manitoba Government and General Employees' Union

and

Manitoba Lotteries Corporation

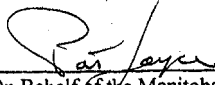
Re: Optional Life Insurance

The Employer agreed to explore the possibility that would allow employees to obtain optional life insurance from its current life insurance carrier.

Information obtained may allow employees to obtain optional additional life insurance in \$10,000.00 increments up to \$250,000.00 maximum. Employees would have to provide medical evidence to the insurance carrier prior to approval. Rates would vary based on age and increase in 5 year increments.

It is agreed that the employee would pay for any cost for the additional coverage and administration fees.

Both parties agree that the Employer will pay for no additional cost for administration of this program.



On Behalf of the Manitoba Government
and General Employees' Union



On Behalf of the Manitoba
Lotteries Corporation

AUG. 6/04
Date

Letter of Understanding #7

between

Manitoba Government and General Employees' Union

and


Manitoba Lotteries Corporation

Re: Schedules

A joint committee representing Manitoba Lotteries Corporation and Manitoba Government and General Employees' Union will meet as soon as possible following the signing of this letter of understanding to review department (operational) schedules so as to determine the following:

1. A process by which operational staffing efficiencies can be maintained while providing staff (full-time and part-time) with schedules which allow for consecutive days off;
2. Provides for the possibility of more frequent preferred days off; and
3. Maintains consistency between the various sites.

This committee will complete and put forward recommendations prior to January 31, 2005 for possible implementation on April 1, 2005.



On Behalf of the Manitoba Government
and General Employees' Union



On Behalf of the Manitoba
Lotteries Corporation

AUG. 6 / 04
Date

Letter of Understanding #8

between

Manitoba Government and General Employees' Union

and


Manitoba Lotteries Corporation

Re: Employee Parking/Transportation

A feasibility study will be conducted and consultation held with an MGEU Staff Representative as it pertains to the following:

1. Employee Parking - Should it be determined that MLC Offices are to be relocated during the life of this Agreement; and
2. Transportation - Specifically to deal with the impact of holiday and weekend bus service on Casino staff.

The results of this study will be discussed by the parties and alternatives considered.



On Behalf of the Manitoba Government
and General Employees' Union



On Behalf of the Manitoba
Lotteries Corporation

AUG. 6/04
Date

Letter of Understanding #9

between

Manitoba Government and General Employees' Union

and

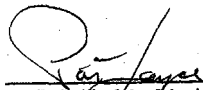
Manitoba Lotteries Corporation

Re: Meal Allowance - Current Practice (Video Lotto and Lottery Sales)

In conjunction with Memorandum of Agreement Clarifying for Meal Allowance Eligibility, Manitoba Lotteries Corporation agrees to continue the current practice of providing a meal allowance to those currently receiving same in Video Lotto and Lottery Sales (recognizing these two practices are dissimilar).

However, in continuing this past practice, those individuals receiving this allowance will be required to provide receipts so as to claim the cost of purchased meals up to the maximum amounts outlined in this Collective Agreement.

Future employees working in these departments will be covered by the Memorandum of Agreement entitled Meals – Eligibility for Claims.



On Behalf of the Manitoba Government
and General Employees' Union



On Behalf of the Manitoba
Lotteries Corporation

AUG. 6/84
Date

Letter of Understanding #10

between

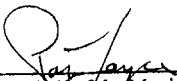
Manitoba Government and General Employees' Union

and

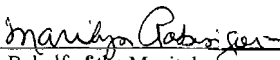
Manitoba Lotteries Corporation

Re: List of Departments/Classifications Requiring Safety Footwear

- | | |
|--|---|
| <p>1. Building & Grounds
- Facilities Technicians
- Maintenance Technicians
- Supervisors</p> <p>2. Warehouse
- Clerks
- Supervisors</p> <p>3. Housekeeping
- Industrial Shift
- Supervisors</p> <p>4. Slots
- Gaming Technicians
- A/V Coordinators (title subject to change)</p> | <p>5. Bank
- Senior Cashiers
- Countroom Staff
- Supervisors</p> <p>6. Security
- Pull Escorts</p> <p>7. Valet
- appropriate winter footwear - sure grip</p> <p>8. VLD
- Gaming Technicians
- Rework Technicians
- Warehouse</p> |
|--|---|



On Behalf of the Manitoba Government
and General Employees' Union



On Behalf of the Manitoba
Lotteries Corporation

AUG. 6/04
Date

Letter of Understanding #11

between

Manitoba Government and General Employees' Union


and

Manitoba Lotteries Corporation

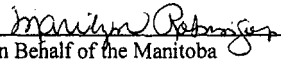
Re: Recruitment and Promotions

A Joint Committee representing Manitoba Lotteries Corporation and Manitoba Government and General Employees' Union will meet within ninety (90) days of the signing of this Agreement to develop recruitment, selection and promotion criteria/considerations in filling vacant or new positions on the principles that:

- (i) The parties recognize the need for a process which takes into consideration:
 - Education
 - Knowledge
 - Experience
 - Performance
 - Employment Equity
 - Aptitude/Competence
 - Seniority
 - Interview Process
 - Attendance
 - etc.
- (ii) Core competencies and previous behavioral descriptors are critical in determining an individual's likelihood at being successful in a new opportunity;
- (iii) Developmental opportunities will be a consideration in the process as developed;
- (iv) The Committee will have this process developed and completed by September 30, 2004;
- (v) In the interim period, and until a policy is established, the Manitoba Lotteries Corporation will continue with the present recruitment and selection practice; and
- (vi) Once developed, the criteria shall be signed off between the parties in the form of a Memorandum of Agreement.



 On Behalf of the Manitoba Government
 and General Employees' Union



 On Behalf of the Manitoba
 Lotteries Corporation

--- AUG. 6/04 _____
 / Date

Letter of Understanding#12

between

Manitoba Government and General Employees' Union

and

Manitoba Lotteries Corporation

Re: Job Evaluation Committee

Upon ratification of the Collective Agreement, the parties will immediately begin the process of establishing an evaluation process for all MGEU positions with a target date to be determined.

This will be a joint effort involving both MLC and MGEU representation, as well as, a possible outside consultant.

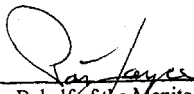
As stated, priority will be given to this project and the following classifications will be acted upon immediately:

- Countroom Cashiers
- Senior Cashiers
- Switchboard

Resolutions to any impasses that may result will be handled expeditiously through arbitration. Retroactivity for the positions that have been brought forward by the MGEU at bargaining will be from October 1, 2003.

Retroactivity for positions that may come into dispute going forward will be from the date it was first brought to the attention of management. (This does not apply to the three classifications listed above as they are currently in the grievance process).

The parties (MLC and MGEU) will submit the names of those representing and participating in the project.


On Behalf of the Manitoba Government
and General Employees' Union


On Behalf of the Manitoba
Lotteries Corporation

AUG. 6/04
Date

Letter of Understanding #13

between

Manitoba Government and General Employees' Union

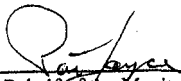
and

Manitoba Lotteries Corporation

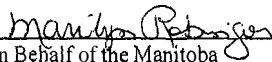
Re: Civil Service Superannuation Fund • Participation Option

The parties to this Collective Agreement hereby agree to the following:

1. All eligible MGEU member employees covered by this Agreement and selecting Option "A" as outlined in Memorandum of Agreement #20 will be permitted to participate in the Civil Service Superannuation Fund (CSSF) once the implementation date has been determined. The anticipated date of implementation will be October 1, 2004.
2. MGEU member employees wishing to delay participation in this program (CSSF) will have the option of waiting until August 31, 2004 to opt into this plan, again as per Option "A", Memorandum of Agreement #20. Should they not opt into the plan during this waiting period, they will not be allowed to participate in the future and may remain in the current or existing plan;
3. All new full-time and part-time MGEU member employees covered by this Agreement, will be immediately enrolled into the Civil Service Superannuation Fund (CSSF);
4. Payroll deductions may be used in the buying back of service. This option will be available following plan implementation and up to an employee's retirement date. This option is as per the reciprocal transfer agreement available under CSSF guidelines;
5. MGEU member employees shall be allowed to transfer current Money Purchase Plan funds into the CSSF as part of the buy-back option; and
6. The buying back of past service will be optional for MGEU member employees and in accordance with CSSF guidelines.



 On Behalf of the Manitoba Government
 and General Employees' Union



 On Behalf of the Manitoba
 Lotteries Corporation

AUG. 6/04

 Date

Pay Plan "A"**Effective October 1, 2003 - 3%**

Classification	Step 1	Step2	Step 3	Step4	Step 5	Step6	Step 7
Account Representative	1,340.65 16.76	1,387.62 17.35	1,436.23 17.95	1,486.50 18.58	1,538.41 19.23	1,591.97 19.90	1,648.00 20.60
Accountant	1,249.18 15.61	1,292.86 16.16	1,338.18 16.73	1,385.14 17.31	1,433.76 17.92	1,483.20 18.54	1,535.94 19.20
Accounting Clerk I	1,067.08 13.34	1,104.98 13.81	1,143.71 14.30	1,183.26 14.79	1,224.46 15.31	1,267.31 15.84	1,311.81 16.40
Accounting Clerk II	1,249.18 15.61	1,292.86 16.16	1,338.18 16.73	1,385.14 17.31	1,433.76 17.92	1,483.20 18.54	1,535.94 19.20
Administrator, Security Programs	1,599.38 19.99	1,655.42 20.69	1,713.92 21.42	1,773.25 22.17	1,835.87 22.95	1,900.14 23.75	1,966.06 24.58
Administrator, Security Systems	1,599.38 19.99	1,655.42 20.69	1,713.92 21.42	1,773.25 22.17	1,835.87 22.95	1,900.14 23.75	1,966.06 24.58
Accounting Supervisor I	1,340.65 16.76	1,387.62 17.35	1,436.23 17.95	1,486.50 18.58	1,538.41 19.23	1,591.97 19.90	1,648.00 20.60
Accounting Supervisor II	1,614.22 20.18	1,671.07 20.89	1,729.58 21.62	1,789.73 22.37	1,852.35 23.15	1,923.22 24.04	1,984.19 24.80
Admin Asst. Brandon	1,067.08 13.34	1,104.98 13.81	1,143.71 14.30	1,183.26 14.79	1,224.46 15.31	1,267.31 15.84	1,311.81 16.40
Admin Asst. To Controller	1,158.54 14.48	1,198.92 14.99	1,240.94 15.51	1,284.62 16.06	1,329.11 16.61	1,376.08 17.20	1,423.87 17.80
Admin Asst. To Director	1,158.54 14.48	1,198.92 14.99	1,240.94 15.51	1,284.62 16.06	1,329.11 16.61	1,376.08 17.20	1,423.87 17.80
Admin Asst. To Manager	1,067.08 13.34	1,104.98 13.81	1,143.71 14.30	1,183.26 14.79	1,224.46 15.31	1,267.31 15.84	1,311.81 16.40
Admin. Security Technician	1,249.18 15.61	1,292.86 16.16	1,338.18 16.73	1,385.14 17.31	1,433.76 17.92	1,483.20 18.54	1,535.94 19.20
Audio/Visual Coordinator	1,705.68 21.32	1,765.01 22.06	1,826.81 22.84	1,891.08 23.64	1,957.00 24.46	2,025.39 25.32	2,096.26 26.20
Business Systems Consultant	2,233.04 27.91	2,311.32 28.89	2,427.50 30.34	2,542.86 31.79	2,658.22 33.23	2,773.58 34.67	2,889.77 36.12

Classification	Step 1	Step2	Step3	Step4	Step5	Step6	Step7
Buyer	1,067.08 13.34	1,104.98 13.81	1,143.71 14.30	1,183.26 14.79	1,224.46 15.31	1,267.31 15.84	1,311.81 16.40
Club Card Coordinator	1,249.18 15.61	1,292.86 16.16	1,338.18 16.73	1,385.14 17.31	1,433.76 17.92	1,483.20 18.54	1,535.94 19.20
Contract Analyst	1,595.26 19.94	1,651.30 20.64	1,733.70 21.67	1,816.10 22.70	1,899.32 23.74	1,981.72 24.77	2,064.12 25.80
Compliance Auditor	1,744.41 21.81	1,805.38 22.57	,868.83 23.36	1,934.75 24.18	2,002.32 25.03	2,072.36 25.90	2,144.87 26.81
Coordinator, Comm & Records	1,235.18 15.44	1,278.02 15.98	,342.30 16.78	1,406.57 17.58	1,470.02 18.38	1,534.29 19.18	1,597.74 19.97
Coordinator, Entertain & Productions	1,523.58 19.04	1,577.14 19.71	,632.34 20.40	1,689.20 21.12	1,748.53 21.86	1,809.50 22.62	1,872.95 23.41
Coordinator, Group Tours	1,249.18 15.61	1,292.86 16.16	1,338.18 16.73	1,385.14 17.31	1,433.76 17.92	1,483.20 18.54	1,535.94 19.20
Coordinator, Technical Services	1,705.68 21.32	1,765.01 22.06	1,826.81 22.84	1,891.08 23.64	1,957.00 24.46	2,025.39 25.32	2,096.26 26.20
Coordinator, Special Projects	1,705.68 21.32	1,765.01 22.06	1,826.81 22.84	1,891.08 23.64	,957.00 24.46	2,025.39 25.32	2,096.26 26.20
Depot Clerk	976.44 12.21	1,010.22 12.63	1,045.66 13.07	1,082.74 13.53	,120.64 14.01	1,159.37 14.49	1,199.74 15.00
Depot Clerk, Lead Hand	1,158.54 14.48	1,198.92 14.99	1,240.94 15.51	1,284.62 16.06	,329.11 16.61	1,376.08 17.20	1,423.87 17.80
Depot Supervisor	1,523.58 19.04	1,577.14 19.71	1,632.34 20.40	1,689.20 21.12	,748.53 21.86	1,809.50 22.62	1,872.95 23.41
Drafting Technician	1,249.18 15.61	1,292.86 16.16	1,338.18 16.73	1,385.14 17.31	1,433.76 17.92	1,483.20 18.54	1,535.94 19.20
Entertainment & Production Specialist	1,919.10 23.99	1,986.66 24.83	2,055.06 25.69	2,127.57 26.59	2,201.73 27.52	2,277.54 28.47	2,357.46 29.47
Financial Analyst	1,340.65 16.76	1,387.62 17.35	1,436.23 17.95	1,486.50 18.58	1,538.41 19.23	1,591.97 19.90	1,648.00 20.60
Group Tours Clerk	976.44 12.21	,010.22 12.63	1,045.66 13.07	1,082.40 13.53	1,120.80 14.01	1,159.20 14.49	1,200.00 15.00
Hotline Technician	1,249.18 15.61	,292.86 16.16	1,338.18 16.73	1,385.14 17.31	1,433.76 17.92	1,483.20 18.54	1,535.94 19.20

Classification	Step1	Step2	Step3	Step4	Step5	Step6	Step7
Inventory Re-work Technician	1,249.18 15.61	1,292.86 16.16	1,338.18 16.73	1,385.14 17.31	1,433.76 17.92	1,483.20 18.54	1,535.94 19.20
Investigative Security Officer	1,385.14 17.31	1,433.76 17.92	1,483.20 18.54	1,535.94 19.20	1,589.50 19.87	1,644.70 20.56	1,702.38 21.28
Investigator	1,614.22 20.18	1,671.07 20.89	1,729.58 21.62	1,789.73 22.37	1,852.35 23.15	1,923.22 24.04	1,984.19 24.80
Junior Promotions Coordinator	1,158.54 14.48	1,198.92 14.99	1,240.94 15.51	1,284.62 16.06	1,329.11 16.61	1,376.08 17.20	1,423.87 17.80
Network Administrator I	1,407.39 17.59	1,456.83 18.21	1,507.92 18.85	1,560.66 19.51	1,615.04 20.19	1,671.90 20.90	1,730.40 21.63
Network Administrator II	1,599.38 19.99	1,655.42 20.69	1,713.92 21.42	1,773.25 22.17	1,835.87 22.95	1,900.14 23.75	1,966.06 24.58
Network Administrator III	1,789.73 22.37	1,861.42 23.27	1,926.51 24.08	1,994.08 24.93	2,064.12 25.80	2,136.63 26.71	2,211.62 27.65
Network Specialist i	1,599.38 19.99	1,655.42 20.69	1,713.92 21.42	1,773.25 22.17	1,835.87 22.95	1,900.14 23.75	1,966.06 24.58
Network Specialist II	1,919.10 23.99	1,986.66 24.83	2,055.06 25.69	2,127.57 26.59	2,201.73 27.52	2,277.54 28.47	2,357.46 29.47
Payroll Clerk	1,158.54 14.48	1,198.92 14.99	1,240.94 15.51	1,284.62 16.06	1,329.11 16.61	1,376.08 17.20	1,423.87 17.80
Payroll Supervisor	1,340.65 16.76	1,387.62 17.35	1,436.23 17.95	1,486.50 18.58	1,538.41 19.23	1,591.97 19.90	1,648.00 20.60
Policy & Procedure Analyst	1,523.58 19.04	1,577.14 19.71	1,632.34 20.40	1,689.20 21.12	1,748.53 21.86	1,809.50 22.62	1,872.95 23.41
Promotions Coordinator	1,249.18 15.61	1,292.86 16.16	1,338.18 16.73	1,385.14 17.31	1,433.76 17.92	1,483.20 18.54	1,535.94 19.20
Purchasing Agent	1,523.58 19.04	1,577.14 19.71	1,632.34 20.40	1,689.20 21.12	1,748.53 21.86	1,809.50 22.62	1,872.95 23.41
Purchasing Supervisor	1,705.68 21.32	1,765.01 22.06	1,826.81 22.84	1,891.08 23.64	1,957.00 24.46	2,025.39 25.32	2,096.26 26.20
Quality Assurance Specialist I	1,599.38 19.99	1,655.42 20.69	1,713.92 21.42	1,773.25 22.17	1,835.87 22.95	1,900.14 23.75	1,966.06 24.58
Quality Assurance Specialist II	1,919.10 23.99	1,986.66 24.83	2,055.06 25.69	2,127.57 26.59	2,201.73 27.52	2,277.54 28.47	2,357.46 29.47

Classification	Step 1	Step2	Step3	Step4	Step 5	Step6	Step7
Quality Assurance Specialist III	2,116.03 26.45	2,190.19 27.38	2,241.28 28.02	2,347.58 29.34	2,429.15 30.36	2,514.02 31.43	2,602.19 32.53
Receptionist	976.44 12.21	1,010.22 12.63	1,045.66 13.07	1,082.74 13.53	1,120.64 14.01	1,159.37 14.49	1,199.74 15.00
Retail Development Supervisor	1,431.29 17.89	1,481.55 18.52	1,533.46 19.17	1,587.02 19.84	1,642.23 20.53	1,699.91 21.25	1,759.24 21.99
Sales Supervisor	1,523.58 19.04	1,577.14 19.71	1,632.34 20.40	1,689.20 21.12	1,748.53 21.86	1,809.50 22.62	1,872.95 23.41
Security & Disaster Recovery Spec I	1,599.38 19.99	1,655.42 20.69	1,713.92 21.42	1,773.25 22.17	1,835.87 22.95	1,900.14 23.75	1,966.06 24.58
Security & Disaster Recovery Spec II	1,919.10 23.99	1,986.66 24.83	2,055.06 25.69	2,127.57 26.59	2,201.73 27.52	2,277.54 28.47	2,357.46 29.47
Security & Disaster Recovery Spec III	2,116.03 26.45	2,190.19 27.38	2,241.28 28.02	2,347.58 29.34	2,429.15 30.36	2,514.02 31.43	2,602.19 32.53
Security & Surveillance Sys Spec. i	1,415.63 17.70	1,465.07 18.31	1,538.41 19.23	1,611.74 20.15	1,684.26 21.05	1,757.59 21.97	1,830.93 22.89
Senior Administrative Technician	1,340.65 16.76	1,387.62 17.35	1,436.23 17.95	1,486.50 18.58	1,538.41 19.23	1,591.97 19.90	1,648.00 20.60
Senior Clerk Typist	976.44 12.21	1,010.22 12.63	1,045.66 13.07	1,082.74 13.53	1,120.64 14.01	1,159.37 14.49	1,199.74 15.00
Senior Hotline Technician	1,340.65 16.76	1,387.62 17.35	1,436.23 17.95	1,486.50 18.58	1,538.41 19.23	1,591.97 19.90	1,648.00 20.60
Senior Investigator	1,614.22 20.18	1,671.07 20.89	1,729.58 21.62	1,789.73 22.37	1,852.35 23.15	1,923.22 24.04	1,984.19 24.80
Senior Policy & Procedure Analyst	1,705.68 21.32	1,765.01 22.06	1,826.81 22.84	1,891.08 23.64	1,957.00 24.46	2,025.39 25.32	2,096.26 26.20
Senior Receptionist	1,158.54 14.48	1,198.92 14.99	1,240.94 15.51	1,284.62 16.06	1,329.11 16.61	1,376.08 17.20	1,423.87 17.80
Senior Service Technician	1,340.65 16.76	1,387.62 17.35	1,436.23 17.95	1,486.50 18.58	1,538.41 19.23	1,591.97 19.90	1,648.00 20.60
Senior Site Support Representative	1,705.68 21.32	1,765.01 22.06	1,826.81 22.84	1,891.08 23.64	1,957.00 24.46	2,025.39 25.32	2,096.26 26.20
Site Support Representative	1,431.29 17.89	1,481.55 18.52	1,533.46 19.17	1,587.02 19.84	1,642.23 20.53	1,699.91 21.25	1,759.24 21.99

Classification	Step1	Step2	Step3	Step4	Step5	Step6	Step7
Statistical/Financial Analyst	1,774.07 22.18	1,835.87 22.95	1,900.14 23.75	1,966.89 24.59	2,036.10 25.45	2,102.02 26.28	2,181.13 27.26
Systems Administrator I	1,311.81 16.40	1,357.95 16.97	1,404.92 17.56	1,454.36 18.18	1,507.92 18.85	1,558.18 19.48	1,612.57 20.16
Systems Administrator II	1,502.98 18.79	1,555.71 19.45	1,610.10 20.13	1,666.13 20.83	1,724.63 21.56	1,784.78 22.31	1,847.41 23.09
Systems ConsultancyProj Manager	2,233.04 27.91	2,311.32 28.89	2,427.50 30.34	2,542.86 31.79	2,658.22 33.23	2,773.58 34.67	2,889.77 36.12
Systems Developer I	1,599.38 19.99	1,655.42 20.69	1,713.92 21.42	1,773.25 22.17	1,835.87 22.95	1,900.14 23.75	1,966.06 24.58
Systems DeveloperII	1,919.10 23.99	1,986.66 24.83	2,055.06 25.69	2,127.57 26.59	2,201.73 27.52	2,277.54 28.47	2,357.46 29.47
Systems DeveloperIII	2,116.03 26.45	2,190.19 27.38	2,241.28 28.02	2,347.58 29.34	2,429.15 30.36	2,514.02 31.43	2,602.19 32.53
Technical Compliance Specialist I	1,599.38 19.99	1,655.42 20.69	1,713.92 21.42	1,773.25 22.17	1,835.87 22.95	1,900.14 23.75	1,966.06 24.58
Technical Compliance SpecialistII	1,919.10 23.99	1,986.66 24.83	2,055.06 25.69	2,127.57 26.59	2,201.73 27.52	2,277.54 28.47	2,357.46 29.47
Technical Compliance Specialist III	2,116.03 26.45	2,190.19 27.38	2,241.28 28.02	2,347.58 29.34	2,429.15 30.36	2,514.02 31.43	2,602.19 32.53
Technical Specialist I	1,599.38 19.99	1,655.42 20.69	1,713.92 21.42	1,773.25 22.17	1,835.87 22.95	1,900.14 23.75	1,966.06 24.58
Technical SpecialistII	1,919.10 23.99	1,986.66 24.83	2,055.06 25.69	2,127.57 26.59	2,201.73 27.52	2,277.54 28.47	2,357.46 29.47
Technical SpecialistIII	2,116.03 26.45	2,190.19 27.38	2,241.28 28.02	2,347.58 29.34	2,429.15 30.36	2,514.02 31.43	2,602.19 32.53
Technical Support Specialist	1,549.12 19.36	1,603.50 20.04	1,659.54 20.74	1,718.04 21.48	1,777.37 22.22	1,839.99 23.00	1,904.26 23.80
Telemarketing Representative	1,249.18 15.61	1,292.86 16.16	1,338.18 16.73	1,385.14 17.31	1,433.76 17.92	1,483.20 18.54	1,535.94 19.20
Telemarketing Supervisor	1,523.58 19.04	1,577.14 19.71	1,632.34 20.40	1,689.20 21.12	1,748.53 21.86	1,809.50 22.62	1,872.95 23.41
Tours & Group Sales Coordinator	1,249.18 15.61	1,292.86 16.16	1,338.18 16.73	1,385.14 17.31	1,433.76 17.92	1,483.20 18.54	1,535.94 19.20

Classification	Step 1	Step2	Step3	Step4	Step5	Step6	Step7
Training Services Administrator	1,145.36 14.32	1,184.91 14.81	1,244.24 15.55	1,303.57 16.29	1,362.90 17.04	1,422.22 17.78	1,481.55 18.52
Training Specialist	1,311.81 16.40	1,357.95 16.97	1,404.92 17.56	1,454.36 18.18	1,507.92 18.85	1,558.18 19.48	1,612.57 20.16
Warehouse Clerk	976.44 12.21	1,010.22 12.63	1,045.66 13.07	1,082.74 13.53	1,120.64 14.01	1,159.37 14.49	1,199.74 15.00

Pay Plan "B"**Effective October 1, 2003 - 3%**

Classification	Step 1	Step 2	Step 3
Administration Supervisor	16.98	17.46	17.93
Animatronics Operator	13.71	14.08	14.44
Bank Supervisor	16.98	17.46	17.93
Bingo Supervisor	16.98	17.46	17.93
Buildings & Grounds Supervisor	16.98	17.46	17.93
BVK Attendant	11.51	11.80	12.11
Cashier	11.81	12.11	12.42
Casino Host	14.25	14.63	15.02
Casino Service Attendant I	11.51	11.80	12.11
Casino Service Attendant II	11.81	12.11	12.42
Countroom Cashier	11.81	12.11	12.42
Countroom Supervisor	16.98	17.46	17.93
Customer Service Representative	11.51	11.80	12.11
Dealer'	11.77	12.09	12.40
Facility Technician	16.44	16.90	17.37
Floor Supervisor Slots	16.98	17.46	17.93
Gaming Technician	16.75	17.21	17.67
Gift Store Supervisor	16.98	17.46	17.93
Guest Services Supervisor	16.98	17.46	17.93
Housekeeping Attendant	11.51	11.80	12.11
Housekeeping Attendant (Industrial)	11.81	12.11	12.42
Housekeeping Supervisor	16.98	17.46	17.93
Inspector	16.98	17.46	17.93

Classification	Step 1	Step 2	Step 3
Keno/Bingo Supervisor	16.98	17.46	17.93
Maintenance Technician	13.71	14.08	14.44
Security Officer	11.81	12.11	12.42
Security Supervisor	16.98	17.46	17.93
Senior Cashier	13.71	14.08	14.44
Slot Attendant	11.51	11.80	12.11
Switchboard Operator	11.51	11.80	12.11
Table Games Supervisor	19.02	19.56	20.10
Technical Support Supervisor	19.02	19.56	20.10
Transportation Services Supervisor	16.98	17.46	17.93
Uniform Supervisor	16.98	17.46	17.93
Uniform Technician	11.51	11.80	12.11
Warehouse Supervisor	16.98	17.46	17.93

*A Dealer will receive \$0.25/hour 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/hour will cease two (2) weeks after.

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

For calculation purposes, this \$0.25/hour will be considered part of a Dealer's hourly pay.

Pay Plan "A"**Effective October 1, 2004 - 3%**

Classification	Step 1	Step 2	Step 3	Step 4	Step 5	Step 6	Step 7
Account Representative	1,380.87 17.26	1,429.25 17.87	1,479.32 18.49	1,531.10 19.14	1,584.56 19.81	1,639.73 20.50	1,697.44 21.22
Accountant	1,286.66 16.08	1,331.65 16.64	1,378.33 17.23	1,426.69 17.83	1,476.77 18.46	1,527.70 19.10	1,582.02 19.78
Accounting Clerk I	1,099.09 13.74	1,138.13 14.22	1,178.02 14.73	1,218.76 15.23	1,261.19 15.77	1,305.33 16.32	1,351.16 16.89
Accounting Clerk II	1,286.66 16.08	1,331.65 16.64	1,378.33 17.23	1,426.69 17.83	1,476.77 18.46	1,527.70 19.10	1,582.02 19.78
Administrator, Security Programs	1,647.36 20.59	1,705.08 21.31	1,765.34 22.06	1,826.45 22.84	1,890.95 23.64	1,957.14 24.46	2,025.04 25.32
Administrator, Security Systems	1,647.36 20.59	1,705.08 21.31	1,765.34 22.06	1,826.45 22.84	1,890.95 23.64	1,957.14 24.46	2,025.04 25.32
Accounting Supervisor I	1,380.87 17.26	1,429.25 17.87	1,479.32 18.49	1,531.10 19.14	1,584.56 19.81	1,639.73 20.50	1,697.44 21.22
Accounting Supervisor II	1,662.65 20.79	1,721.20 21.52	1,781.47 22.27	1,843.42 23.04	1,907.92 23.84	1,980.92 24.76	2,043.72 25.54
Admin Asst. Brandon	1,099.09 13.74	1,138.13 14.22	1,178.02 14.73	1,218.76 15.23	1,261.19 15.77	1,305.33 16.32	1,351.16 16.89
Admin Asst. To Controller	1,193.30 14.91	1,234.89 15.44	1,278.17 15.98	1,323.16 16.54	1,368.98 17.11	1,417.36 17.72	1,466.59 18.33
Admin Asst. To Director	1,193.30 14.91	1,234.89 15.44	1,278.17 15.98	1,323.16 16.54	1,368.98 17.11	1,417.36 17.72	1,466.59 18.33
Admin Asst. To Manager	1,099.09 13.74	1,138.13 14.22	1,178.02 14.73	1,218.76 15.23	1,261.19 15.77	1,305.33 16.32	1,351.16 16.89
Admin. Security Technician	1,286.66 16.08	1,331.65 16.64	1,378.33 17.23	1,426.69 17.83	1,476.77 18.46	1,527.70 19.10	1,582.02 19.78
Audio/Visual Coordinator	1,756.85 21.96	1,817.96 22.72	1,881.61 23.53	1,947.81 24.35	2,015.71 25.19	2,086.15 26.08	2,159.15 26.99
Business Systems Consultant	2,300.03 28.75	2,380.66 29.76	2,500.33 31.25	2,619.15 32.74	2,737.97 34.23	2,856.79 35.71	2,976.46 37.20

Classification	Step 1	Step2	Step3	Step4	Step5	Step 6	Step7
Buyer	1,099.09 13.74	1,138.13 14.22	1,178.02 14.73	1,218.76 15.23	1,261.19 15.77	1,305.33 16.32	1,351.16 16.89
Club Card Coordinator	1,286.66 16.08	1,331.65 16.64	1,378.33 17.23	1,426.69 17.83	1,476.77 18.46	1,527.70 19.10	1,582.02 19.78
Contract Analyst	1,643.12 20.54	1,700.84 21.26	1,785.71 22.32	1,870.58 23.38	1,956.30 24.45	2,041.17 25.51	2,126.04 26.57
Compliance Auditor	1,796.74 22.46	1,859.54 23.25	1,924.89 24.06	1,992.79 24.91	2,062.39 25.78	2,134.53 26.68	2,209.22 27.61
Coordinator, Comm & Records	1,272.24 15.90	1,316.36 16.46	1,382.57 17.28	1,448.77 18.11	1,514.12 18.93	1,580.32 19.76	1,645.67 20.57
Coordinator, Entertain& Productions	1,569.29 19.61	1,624.45 20.30	1,681.31 21.01	1,739.88 21.75	1,800.99 22.52	1,863.79 23.30	1,929.14 24.11
Coordinator, Group Tours	1,286.66 16.08	1,331.65 16.64	1,378.33 17.23	1,426.69 17.83	1,476.77 18.46	1,527.70 19.10	1,582.02 19.78
Coordinator, Technical Services	1,756.85 21.96	1,817.96 22.72	1,881.61 23.53	1,947.81 24.35	2,015.71 25.19	2,086.15 26.08	2,159.15 26.99
Coordinator, Special Projects	1,756.85 21.96	1,817.96 22.72	1,881.61 23.53	1,947.81 24.35	2,015.71 25.19	2,086.15 26.08	2,159.15 26.99
Depot Clerk	1,005.73 12.58	1,040.53 13.01	1,077.03 13.46	1,115.22 13.94	1,154.26 14.43	1,194.15 14.92	1,235.73 15.45
Depot Clerk, Lead Hand	1,193.30 14.91	1,234.89 15.44	1,278.17 15.98	1,323.16 16.54	1,368.98 17.11	1,417.36 17.72	1,466.59 18.33
Depot Supervisor	1,569.29 19.61	1,624.45 20.30	1,681.31 21.01	1,739.88 21.75	1,800.99 22.52	1,863.79 23.30	1,929.14 24.11
Drafting Technician	1,286.66 16.08	1,331.65 16.64	1,378.33 17.23	1,426.69 17.83	1,476.77 18.46	1,527.70 19.10	1,582.02 19.78
Entertainment & Production Specialist	1,976.67 24.71	2,046.26 25.57	2,116.71 26.46	2,191.40 27.39	2,267.78 28.35	2,345.87 29.32	2,428.18 30.35
Financial Analyst	1,380.87 17.26	1,429.25 17.87	1,479.32 18.49	1,531.10 19.14	1,584.56 19.81	1,639.73 20.50	1,697.44 21.22
Group Tours Clerk	1,005.73 12.58	1,040.53 13.01	1,077.03 13.46	1,114.87 13.94	1,154.42 14.43	1,193.98 14.92	1,236.00 15.45
Hotline Technician	1,286.66 16.08	1,331.65 16.64	1,378.33 17.23	1,426.69 17.83	1,476.77 18.46	1,527.70 19.10	1,582.02 19.78

Classification	Step1	Step2	Step3	Step 4	Step 5	Step6	Step7
inventory Re-work Technician	1,286.66 16.08	1,331.65 16.64	1,378.33 17.23	1,426.69 17.83	476.77 18.46	1,527.70 19.10	1,582.02 19.78
investigative Security Officer	1,426.69 17.83	1,476.77 18.46	1,527.70 19.10	1,582.02 19.78	1,637.19 20.47	1,694.04 21.18	1,753.45 21.92
Investigator	1,662.65 20.79	1,721.20 21.52	1,781.47 22.27	1,843.42 23.04	1,907.92 23.84	1,980.92 24.76	2,043.72 25.54
Junior Promotions Coordinator	1,193.30 14.91	1,234.89 15.44	1,278.17 15.98	1,323.16 16.54	1,368.98 17.11	1,417.36 17.72	1,466.59 18.33
Network Administrator I	1,449.61 18.12	1,500.53 18.76	1,553.16 19.42	1,607.48 20.10	1,663.49 20.80	1,722.06 21.53	1,782.31 22.28
Network Administrator II	1,647.36 20.59	1,705.08 21.31	1,765.34 22.06	1,826.45 22.84	1,890.95 23.64	1,957.14 24.46	2,025.04 25.32
Network Administrator III	1,843.42 23.04	1,917.26 23.97	1,984.31 24.80	2,053.90 25.68	2,126.04 26.57	2,200.73 27.51	2,277.97 28.48
Network Specialist I	1,647.36 20.59	1,705.08 21.31	1,765.34 22.06	1,826.45 22.84	1,890.95 23.64	1,957.14 24.46	2,025.04 25.32
Network Specialist II	1,976.67 24.71	2,046.26 25.57	2,116.71 26.46	2,191.40 27.39	2,267.78 28.35	2,345.87 29.32	2,428.18 30.35
Payroll Clerk	1,193.30 14.91	1,234.89 15.44	1,278.17 15.98	1,323.16 16.54	1,368.98 17.11	1,417.36 17.72	1,466.59 18.33
Payroll Supervisor	1,380.87 17.26	1,429.25 17.87	1,479.32 18.49	1,531.10 19.14	1,584.56 19.81	1,639.73 20.50	1,697.44 21.22
Policy & Procedure Analyst	1,569.29 19.61	1,624.45 20.30	1,681.31 21.01	1,739.88 21.75	1,800.99 22.52	1,863.79 23.30	1,929.14 24.11
Promotions Coordinator	1,286.66 16.08	1,331.65 16.64	1,378.33 17.23	1,426.69 17.83	1,476.77 18.46	1,527.70 19.10	1,582.02 19.78
Purchasing Agent	1,569.29 19.61	1,624.45 20.30	1,681.31 21.01	1,739.88 21.75	1,800.99 22.52	1,863.79 23.30	1,929.14 24.11
Purchasing Supervisor	1,756.85 21.96	1,817.96 22.72	1,881.61 23.53	1,947.81 24.35	2,015.71 25.19	2,086.15 26.08	2,159.15 26.99
Quality Assurance Specialist I	1,647.36 20.59	1,705.08 21.31	1,765.34 22.06	1,826.45 22.84	1,890.95 23.64	1,957.14 24.46	2,025.04 25.32
Quality Assurance Specialist II	1,976.67 24.71	2,046.26 25.57	2,116.71 26.46	2,191.40 27.39	2,267.78 28.35	2,345.87 29.32	2,428.18 30.35

Classification	Step 1	Step2	Step3	Step4	Step5	Step6	Step7
Quality Assurance Specialist III	2,179.51 27.24	2,255.90 28.20	2,308.52 28.86	2,418.01 30.22	2,502.02 31.27	2,589.44 32.37	2,680.26 33.51
Receptionist	1,005.73 12.58	1,040.53 13.01	1,077.03 13.46	1,115.22 13.94	1,154.26 14.43	1,194.15 14.92	1,235.73 15.45
Retail Development Supervisor	1,474.23 18.43	1,526.00 19.08	1,579.46 19.75	1,634.63 20.44	1,691.50 21.15	1,750.91 21.89	1,812.02 22.65
Sales Supervisor	1,569.29 19.61	1,624.45 20.30	1,681.31 21.01	1,739.88 21.75	1,800.99 22.52	1,863.79 23.30	1,929.14 24.11
Security & Disaster Recovery Spec I	1,647.36 20.59	1,705.08 21.31	1,765.34 22.06	1,826.45 22.84	1,890.95 23.64	1,957.14 24.46	2,025.04 25.32
Security & Disaster Recovery Spec II	1,976.67 24.71	2,046.26 25.57	2,116.71 26.46	2,191.40 27.39	2,267.78 28.35	2,345.87 29.32	2,428.18 30.35
Security & Disaster Recovery Spec III	2,179.51 27.24	2,255.90 28.20	2,308.52 28.86	2,418.01 30.22	2,502.02 31.27	2,589.44 32.37	2,680.26 33.51
Security & Surveillance Sys Spec. I	1,458.10 18.23	1,509.02 18.86	1,584.56 19.81	1,660.09 20.75	1,734.79 21.66	1,810.32 22.63	1,885.86 23.58
Senior Administrative Technician	1,380.87 17.26	1,429.25 17.87	1,479.32 18.49	1,531.10 19.14	1,584.56 19.81	1,639.73 20.50	1,697.44 21.22
Senior Clerk Typist	1,005.73 12.58	1,040.53 13.01	1,077.03 13.46	1,115.22 13.94	1,154.26 14.43	1,194.15 14.92	1,235.73 15.45
Senior Hotline Technician	1,380.87 17.26	1,429.25 17.87	1,479.32 18.49	1,531.10 19.14	1,584.56 19.81	1,639.73 20.50	1,697.44 21.22
Senior Investigator	1,662.65 20.79	1,721.20 21.52	1,781.47 22.27	1,843.42 23.04	1,907.92 23.84	1,980.92 24.76	2,043.72 25.54
Senior Policy & Procedure Analyst	1,756.85 21.96	1,817.96 22.72	1,881.61 23.53	1,947.81 24.35	2,015.71 25.19	2,086.15 26.08	2,159.15 26.99
Senior Receptionist	1,193.30 14.91	1,234.89 15.44	1,278.17 15.98	1,323.16 16.54	1,368.98 17.11	1,417.36 17.72	1,466.59 18.33
Senior Service Technician	1,380.87 17.26	1,429.25 17.87	1,479.32 18.49	1,531.10 19.14	1,584.56 19.81	1,639.73 20.50	1,697.44 21.22
Senior Site Support Representative	1,756.85 21.96	1,817.96 22.72	1,881.61 23.53	1,947.81 24.35	2,015.71 25.19	2,086.15 26.08	2,159.15 26.99
Site Support Representative	1,474.23 18.43	1,526.00 19.08	1,579.46 19.75	1,634.63 20.44	1,691.50 21.15	1,750.91 21.89	1,812.02 22.65

Classification	Step 1	Step2	Step3	Step4	Step5	Step6	Step7
Statistical/Financial Analyst	1,827.29 22.85	1,890.95 23.64	1,957.14 24.46	2,025.90 25.33	2,097.18 26.21	2,165.08 27.07	2,246.56 28.08
Systems Administrator I	1,351.16 16.89	1,398.69 17.48	1,447.07 18.09	1,497.99 18.73	1,553.16 19.42	1,604.93 20.06	1,660.95 20.76
Systems Administrator II	1,548.07 19.35	1,602.38 20.03	1,658.40 20.73	1,716.11 21.45	1,776.37 22.21	1,838.32 22.98	1,902.83 23.78
Systems Consultancy Proj Manager	2,300.03 28.75	2,380.66 29.76	2,500.33 31.25	2,619.15 32.74	2,737.97 34.23	2,856.79 35.71	2,976.46 37.20
Systems Developer I	1,647.36 20.59	1,705.08 21.31	1,765.34 22.06	1,826.45 22.84	1,890.95 23.64	1,957.14 24.46	2,025.04 25.32
Systems Developer II	1,976.67 24.71	2,046.26 25.57	2,116.71 26.46	2,191.40 27.39	2,267.78 28.35	2,345.87 29.32	2,428.18 30.35
Systems Developer III	2,179.51 27.24	2,255.90 28.20	2,308.52 28.86	2,418.01 30.22	2,502.02 31.27	2,589.44 32.37	2,680.26 33.51
Technical Compliance Specialist I	1,647.36 20.59	1,705.08 21.31	1,765.34 22.06	1,826.45 22.84	1,890.95 23.64	1,957.14 24.46	2,025.04 25.32
Technical Compliance Specialist II	1,976.67 24.71	2,046.26 25.57	2,116.71 26.46	2,191.40 27.39	2,267.78 28.35	2,345.87 29.32	2,428.18 30.35
Technical Compliance Specialist III	2,179.51 27.24	2,255.90 28.20	2,308.52 28.86	2,418.01 30.22	2,502.02 31.27	2,589.44 32.37	2,680.26 33.51
Technical Specialist I	1,647.36 20.59	1,705.08 21.31	1,765.34 22.06	1,826.45 22.84	1,890.95 23.64	1,957.14 24.46	2,025.04 25.32
Technical Specialist II	1,976.67 24.71	2,046.26 25.57	2,116.71 26.46	2,191.40 27.39	2,267.78 28.35	2,345.87 29.32	2,428.18 30.35
Technical specialist III	2,179.51 27.24	2,255.90 28.20	2,308.52 28.86	2,418.01 30.22	2,502.02 31.27	2,589.44 32.37	2,680.26 33.51
Technical Support Specialist	1,595.59 19.94	1,651.61 20.64	1,709.33 21.36	1,769.58 22.12	1,830.69 22.89	1,895.19 23.69	1,961.39 24.51
Telemarketing Representative	1,286.66 16.08	1,331.65 16.64	1,378.33 17.23	1,426.69 17.83	1,476.77 18.46	1,527.70 19.10	1,582.02 19.78
Telemarketing Supetvisor	1,569.29 19.61	1,624.45 20.30	1,681.31 21.01	1,739.88 21.75	1,800.99 22.52	1,863.79 23.30	1,929.14 24.11
Tours & Group Sales Coordinator	1,286.66 16.08	1,331.65 16.64	1,378.33 17.23	1,426.69 17.83	1,476.77 18.46	1,527.70 19.10	1,582.02 19.78

Classification	Step 1	Step2	Step3	Step4	Step 5	Step6	Step7
Training Services Administrator	1,179.72 14.75	1,220.46 15.25	1,281.57 16.02	1,342.68 16.78	1,403.79 17.55	1,464.89 18.31	1,526.00 19.08
Training Specialist	1,351.16 16.89	1,398.69 17.48	1,447.07 18.09	1,497.99 18.73	1,553.16 19.42	1,604.93 20.06	1,660.95 20.76
Warehouse Clerk	1,005.73 12.58	1,040.53 13.01	1,077.03 13.46	1,115.22 13.94	1,154.26 14.43	1,194.15 14.92	1,235.73 15.45

Pay Plan "B"**Effective October 1, 2004 - 3%**

Classification	Step 1	Step 2	Step 3
Administration Supervisor	17.49	17.98	18.47
Animatronics Operator	14.12	14.50	14.87
Bank Supervisor	17.49	17.98	18.47
Bingo Supervisor	17.49	17.98	18.47
Buildings & Grounds Supervisor	17.49	17.98	18.47
BVK Attendant	11.86	12.15	12.47
Cashier	12.16	12.47	12.79
Casino Host	14.68	15.07	15.47
Casino Service Attendant I	11.86	12.15	12.47
Casino Service Attendant II	12.16	12.47	12.79
Countroom Cashier	12.16	12.47	12.79
Countroom Supervisor	17.49	17.98	18.47
Customer Service Representative	11.86	12.15	12.47
Dealer'	12.12	12.45	12.77
Facility Technician	16.93	17.41	17.89
Floor Supervisor Slots	17.49	17.98	18.47
Gaming Technician	17.25	17.73	18.20
Gift Store Supervisor	17.49	17.98	18.47
Guest Services Supervisor	17.49	17.98	18.47
Housekeeping Attendant	11.86	12.15	12.47
Housekeeping Attendant (Industrial)	12.16	12.47	12.79
Housekeeping Supervisor	17.49	17.98	18.47
Inspector	17.49	17.98	18.47

Classification	Step 1	Step 2	Step 3
Keno/Bingo Supervisor	17.49	17.98	18.47
Maintenance Technician	14.12	14.50	14.87
Security Officer	12.16	12.47	12.79
Security Supervisor	17.49	17.98	18.47
Senior Cashier	14.12	14.50	14.87
Slot Attendant	11.86	12.15	12.47
Switchboard Operator	11.86	12.15	12.47
Table Games Supervisor	19.59	20.15	20.70
Technical Support Supervisor	19.59	20.15	20.70
Transportation Services Supervisor	17.49	17.98	18.47
Uniform Supervisor	17.49	17.98	18.47
Uniform Technician	11.86	12.15	12.47
Warehouse Supervisor	17.49	17.98	18.47

*A Dealer will receive \$0.25/hour 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/hour will cease two (2) weeks after.

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

For calculation purposes, this \$0.25/hour will be considered part of a Dealer's hourly pay.

Pay Plan "A" & "B"

Effective October 1, 2005 -COLA

Cost of Living adjustment based on the average percentage increase in the Winnipeg based Consumer Price Index measured from January 1, 2004 to December 31, 2004.

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