

**MANITOBA LOTTERIES CORPORATION**

**CASINO OPERATIONS EMPLOYEES**  
**COLLECTIVE AGREEMENT**

**THIS AGREEMENT made effective as of this \_\_\_\_\_ day**  
**of \_\_\_\_\_, 2007.**

**between**

**General Teamsters Local Union No. 979**  
**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**

*13682 (01)*

## Table of Contents

Article 1	Definition .....	1
Article 2	Recognition .....	2
Article 3	<b>Managements Rights</b> .....	3
Article 4	<b>Union Security</b> .....	3
Article 5	<b>Amendments to the Pay Plan and Reclassification Protocol</b> .....	4
Article 6	Pay .....	4
Article 7	Duration .....	5
Article 8	Probationary Period .....	5
Article 9	Union Business .....	6
Article 10	Rights of Stewards .....	6
Article 11	Joint Committees .....	7
Article 12	Disciplinary Action .....	8
Article 13	Grievance Procedure .....	9
Article 14	Arbitration Procedure .....	12
Article 15	Discrimination / Harassment .....	13
Article 16	<b>Civil Liability</b> .....	15
Article 17	<b>Employee Files</b> .....	16
Article 18	<b>Resignations</b> .....	17
Article 19	Contracting Out .....	18
Article 20	Technological Change .....	18
Article 21	<b>Workers Compensation</b> .....	18
Article 22	<b>Layoff and Recall</b> .....	19
Article 23	<b>Vacation</b> .....	22
Article 24	<b>Transportation</b> .....	25
Article 25	<b>Training</b> .....	27
Article 26	<b>Uniforms and Protective Clothing</b> .....	27
Article 27	<b>Seniority</b> .....	28
Article 28	<b>Hours of Work</b> .....	29
Article 29	<b>Overtime</b> .....	32
Article 30	<b>Holidays</b> .....	34
Article 31	<b>Sick Leave</b> .....	35
Article 32	<b>Discretionary Leave Time</b> .....	36
Article 33	<b>Compassionate Leave</b> .....	38
Article 34	<b>Adoptive Parent Leave</b> .....	38
Article 35	<b>Paternity Leave</b> .....	39
Article 36	<b>Maternity Leave</b> .....	39
Article 37	<b>Parental Leave</b> .....	41
Article 38	<b>Dental Plan</b> .....	42
Article 39	<b>Court Leave</b> .....	43
Article 40	<b>Temporary Assignment</b> .....	43
Article 41	<b>Merit Increase</b> .....	43
Article 42	<b>Pro-Rating Factor</b> .....	44
Article 43	<b>Casual Employees</b> .....	45
Article 44	<b>Overtime and Compensatory Time</b> .....	47

Article 45	Shift Premium.....	48
Article 46	Standby .....	48
<b>Article 47</b>	<b>Performance Appraisal .....</b>	<b>49</b>
Article 48	Registration Fees.....	50
Article 49	Vision Care Plan.....	50
Article 50	Ambulance & Hospital Semi-Private Plan (AHSP) .....	51
Article 51	Severance Pay .....	51
Article 52	Recruitment and Promotion .....	51
Article 53	Medical .....	55
Article 54	Addictions .....	55
Appendix « A »	- Remoteness Allowance .....	57
Memorandum Of Agreement #1		
-	- Drug Plan .....	60
Memorandum of Agreement #2		
-	- Group Life Insurance Plan .....	61
Memorandum of Agreement #3		
-	- Pension Plan (Money Purchase Plan).....	62
Memorandum of Agreement #4		
-	- Meals and Miscellaneous Expense.....	63
Memorandum of Agreement #5		
-	- Ten (10)Hour Shifts – Additional Break Time .....	68
Memorandum of Agreement #6		
-	- Grievance / Arbitration Process .....	69
Memorandum of Agreement #7		
-	- Health Spending Account (HSA).....	70
Memorandum of Agreement #8		
-	- Critical Illness Coverage.....	71
Memorandum of Agreement #9		
-	- Claims for Meal Eligibility .....	72
Memorandum of Agreement #10		
-	- Dealer Selection for Specialty Games Training.....	73
Memorandum of Agreement #11		
-	- Tips .....	75
Letter of Understanding #1		
-	- Request for Retroactivity .....	76
Letter of Understanding #2		
-	- Extended Health Care Plan (Hearing Aids & Orthopedic) .....	77
Letter of Understanding #3		
-	- Long Term Disability Plan .....	78
Letter of Understanding #4		
-	- Table Games Work / Rest Configuration .....	79
Letter of Understanding #5		
-	- Schedules.....	80

Letter of Understanding #6	
- List of Departments/ Classifications Requiring Safety Footwear	81
Letter of Understanding #7	
- Feasibility Study - Landscaping and Industrial Housekeeping Work	82
Letter of Understanding #8	
- Trial Period - Eligibility List - Position Postings (Group A)	83
Letter of Understanding #9	
- Bulletin Postings - Eligibility List	84
Letter of Understanding #10	
- Classification Bidding Process	85
Letter of Understanding #11	
- Short Term Disability Plan	86
Letter of Understanding #12	
- Recognition of Casual Hours	87
Letter of Understanding #13	
- Dual Rates of Pay	88
Letter of Understanding #14	
- Blue Net Card	89
Pay Plan - Effective October 1, 2006	90
Pay Plan - Effective October 1, 2007	92
Pay Plan - Effective October 1, 2008	94
Pay Plan - Effective October 1, 2009	96

- All Changes are in **Bold\***

#### Alphabetical Table of Contents

Article 54	Addictions	55
Article 34	Adoptive Parent Leave	38
Article 50	Ambulance & Hospital Semi-Private Plan (AHSP)	51
Article 5	Amendments to the Pay Plan and Reclassification Protocol	4
Appendix "A"	Remoteness Allowance	57
Article 14	Arbitration Procedure	12
Article 43	Casual Employees	45
Article 16	Civil Liability	15
Article 33	Compassionate Leave	38
Article 19	Contracting Out	18
Article 39	Court Leave	43
Article 1	Definitions	1
Article 38	Dental Plan	42
Article 12	Disciplinary Action	8
Article 32	Discretionary Leave Time (DLT)	36
Article 15	Discrimination/Harassment	13
Article 7	Duration	5
Article 17	Employee Files	16
Article 13	Grievance Procedure	9
Article 30	Holidays	34

Article 28	Hours of Work .....	29
Article 11	Joint Committees.....	7
Article 22	Layoff and Recall.....	19
	Letter of Understanding #1	
	- Request for Retroactivity .....	76
	Letter of Understanding #2	
	- Extended Health Care Plan (Hearing Aids & Orthopedic).....	77
	Letter of Understanding #3	
	- Long Term Disability Plan.....	78
	Letter of Understanding #4	
	- Table Games Work Rest Configuration.....	79
	Letter of Understanding #5	
	- Schedules .....	80
	Letter of Understanding #6	
	- List of Departments/Classifications Requiring Safety Footwear..	81
	Letter of Understanding #7	
	- Feasibility Study – Landscaping and Industrial Housekeeping Work	82
	Letter of Understanding #8	
	- Trial Period – Eligibility List – Position Postings (Group A) .....	83
	Letter of Understanding #9	
	- Bulletin Postings – Eligibility List .....	84
	Letter of Understanding #10	
	- Classification Bidding Process .....	85
	Letter of Understanding #11	
	- Short Term Disability Plan .....	86
	Letter of Understanding #12	
	- Recognition of Casual Hours .....	87
	Letter of Understanding #13	
	- Dual Rates of Pay.....	88
	Letter of Understanding #14	
	- Blue Net Card .....	89
Article 3	Management Rights .....	3
Article 36	Maternity Leave.....	39
Article 53	Medical .....	55
	Memorandum of Agreement #1	
	- Drug Plan .....	60
	Memorandum of Agreement #2	
	- Group Life Insurance Plan .....	61
	Memorandum of Agreement #3	
	- Pension Plan (Money Purchase Plan) .....	62
	Memorandum of Agreement #4	
	- Meals and Miscellaneous Expenses.....	63
	Memorandum of Agreement #5	
	- Ten (10)Hours Shifts - Additional Break time .....	68

Memorandum of Agreement #6	
- Grievance/Arbitration Process .....	69
Memorandum of Agreement #7	
- Health Spending Account (HSA) .....	70
Memorandum of Agreement #8	
- Critical Illness Coverage .....	71
Memorandum of Agreement #9	
- Claims for Meal Eligibility .....	72
Memorandum of Agreement #10	
- Dealer Selection for Specialty Games Training.....	73
Memorandum of Agreement #11	
- Tips .....	75
Article 41 Merit Increase .....	43
Article 29 Overtime.....	32
Article 44 Overtime and Compensatory Leave .....	47
Article 37 Parental Leave .....	41
Article 35 Paternity Leave.....	39
Article 6 Pay .....	4
Pay Plan - Effective October 1, 2006 .....	90
Pay Plan - Effective October 1, 2007 .....	92
Pay Plan - Effective October 1, 2008 .....	94
Pay Plan - Effective October 1, 2009 .....	96
Article 47 Performance Appraisal .....	49
Article 8 Probationary Period.....	5
Article 42 Pro-Rating Factor.....	44
Article 2 Recognition.....	2
Article 52 Recruitment and Promotion.....	51
Article 48 Registration Fees.....	50
Article 18 Resignations.....	17
Article 10 Rights of Stewards.....	6
Article 27 Seniority.....	28
Article 51 Severance Pay .....	51
Article 45 <b>Shift Premium</b> .....	48
Article 31 Sick Leave .....	35
Article 46 Standby .....	48
Article 20 <b>Technological Change</b> .....	18
Article 40 <b>Temporary Assignment</b> .....	43
Article 25 Training .....	27
Article 24 Transportation .....	25
Article 26 <b>Uniforms and Protective Clothing</b> .....	27
Article 9 Union Business .....	6
Article 4 Union Security .....	3
Article 23 Vacation .....	22
Article 49 Vision Care Plan .....	50
Article 21 Workers Compensation.....	18

\*All changes are in bold.

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, 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.
- 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 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 Union as the sole bargaining agent for all employees as defined in the Manitoba Labour Board Certificate **No. 6300**.
- (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** All employees covered by this agreement shall become members of the union and maintain membership in good standing as a condition of employment and shall pay dues as determined by the union.
- New employees will complete and sign an application for membership upon employment and this information shall be forwarded to the union office.
- 4:02** The Employer shall forward to the Union the amount of dues deducted under **4:01** on a monthly basis to the Union Secretary Treasurer.
- 4:03** The Employer shall provide the Union on a monthly 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 from 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** Initiation fees will only be deducted upon presentation to the Employer of a written authorization signed by the employee.

The Employer will deduct other assessed charges as levied by the Union and so indicated on the monthly **Check-Off** List as provide by the Union to the Employer.

### **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.

10

- 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, 2010 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 as 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 renewal, or revision and renewal of the 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**
- (a) The Employer agrees to allow the Union use of space on existing bulletin boards for the purpose of posting official Union information relating to business affairs, provided the information does not contain anything adverse to the interests of the Employer. The Executive General Manager or Division Vice-president shall have the right to remove the posting of any information that is adverse to the interests of the Employer.
  - (b) As per the conditions outlined above, the Union shall provide the Employer information for posting on the **MLC Intranet**.

## **Article 10 - Rights of Stewards**

- 10:01** "Steward" means an employee elected or appointed by the Union who is authorized to represent an employee during the initial investigatory **and/or** disciplinary meeting.

- 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 steward investigates in accordance with **10:05**, he/she shall suffer no loss of pay or benefits.
- 10:07** A Union representative or designated steward shall be provided with the opportunity to meet with newly hired employees for up to thirty (30) minutes or as mutually agreed between the parties, during regular working hours. The time shall be established by agreement subject to operational requirements.

### **Article 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 shall be held with an employee prior to making a determination to discipline an employee. If declining representation, the employee shall do so in writing.
- 12:03** Where disciplinary action has been taken, the employee shall be advised in writing of the **reason(s)** for discipline and the disciplinary action to be taken. The employee shall sign a copy only to acknowledge its receipt and the employee shall receive an original document. A copy shall be provided to the Union. An employee declining representation shall indicate **same** in writing.
- 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** For the purposes of recruitment, discipline will be a factor in the screening process and be applied as follows:

1. A Verbal reprimand will restrict participation in the recruitment process for a period of three (3) months from the date the incident came to the awareness of management;
2. A Written reprimand will restrict participation in the recruitment process for a period of six (6) months from the date the incident came to the awareness of management;
3. A Suspension will restrict participation in the recruitment process for a period of twelve (12) months from the date the incident came to the awareness of management;

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

The discipline referred to above will remain in the employee's file as per **12:07**.

**12:09** In situations other than serious misconduct, the Employer may issue a "time served" suspension. As time served, the suspension will require the employee to attend work as regularly scheduled and the suspension will remain on file as per Article **12:07**.

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

### **Article 13 - Grievance Procedure**

**13:01** Prior to a written grievance being filed and/or initiated, the parties shall meet to review the facts and circumstances giving rise to the complaint(s) and shall attempt to resolve the matter(s) through discussion and the pursuit of reasonable alternatives. The aggrieved employee shall have the right and/or option to have a Union Representative present at such discussion(s).

**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:
- 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.
  - 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 the Grievance Hearing Stage of the Procedure. The decision at this Step 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 the Grievance Hearing Stage of the Procedure within twenty-eight (28) calendar days of the date that the employee became aware of the action.
- 13:08** Once a grievance has been filed it then becomes the property of the union.
- 13:09** When a grievance cannot be presented in person, 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:

#### Discussion

- (a) Within twenty-one (**21**) calendar days after the date upon which the employee was notified orally or in writing, or on which the employee first became aware of the action or circumstances giving rise to a **concern/issue**, the employee shall meet with the appropriate 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 fourteen (**14**) calendar days following the discussion stage above.

#### Grievance Hearing

- (a) If the complaint or concern is not resolved satisfactorily as per the Discussion stage, the employee shall submit a grievance to the appropriate Division Vice-president or designate within **twenty-one (21)** days of receipt of 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 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 as per the above, 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 the Grievance Hearing Stage of the Procedure. Where such a grievance is initiated by the Employer, it shall be presented to the Teamsters

Business Representative. In all cases the grievance shall be presented within twenty-eight (28) calendar days from the date of the action giving rise to the grievance.

- (b) Where applicable, a grievance relating to a group of employees may be submitted as Group Grievance. Where at all possible, a Group Grievance shall be signed by all the individual grievors affected. New names may only be added to the group grievance up to Grievance Hearing Stage of the Procedure.
- (c) Where the parties fail to resolve a grievance under 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 Grievance Hearing Stage of the Procedure, the party initiating the grievance to arbitration shall notify the other party in writing of its desire to submit the grievance to arbitration.
- 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 contract 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 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.
- 14:06** Each party shall bear the expenses of the Arbitrator equally.
- 14:07** 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.

**14:08** Mediation

- (a) In addition to the provisions outlined above, the parties to this Collective Agreement may, at any time, agreed to refer one or more grievances to a single mediator for the purpose of resolving grievances in an expeditious and informal manner.
- (b) The Mediation process is a voluntary resolution process and non-binding. A designated representative of TEAMSTERS and a designated representative of M.L.C. will provide the Mediator with a statement of facts as well as verbal input, and request that this neutral third party attempt to mediate a voluntary settlement.
- (c) Should a settlement not be forthcoming, the parties may proceed to arbitration as outlined in 14:01 above.

**14:09** If, in the event the parties fail to agree upon an Arbitrator within the applicable time limits, the selection of an Arbitrator may be referred to the Chief Justice of the Province of Manitoba.

**14:10** Representatives of the Union and/or grievors shall be given permission to be absent from work and suffer no loss of pay, benefits or seniority as a result of their involvement in grievance or arbitration proceedings or Manitoba Labour Board hearings related to the Manitoba Lotteries Corporation.

**14:11** 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.

**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 endeavor 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 Human Resource file of that employee, shall be made available for review once every six (6) months. Such review shall be in the presence of the Employer. The employee has the option to have a representative of the Union present at the review.

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

Questions arising during the review as to what may be removed from any employee file will be directed to the Executive Director, Human Resources.

- 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) Employee departmental files shall be made available for the employee to review once every six (6) months. The request for review will take place within **forty-eight** (48) hours of the request being made. Documents no longer relevant may be removed from the departmental file and destroyed. Documents for removal and destruction are subject to the constraints imposed by the Collective Agreement, legislative requirements, **MGCC**, and the policies of the **MLC**.
- (b) The Employer shall discuss with an employee, information to be placed in a departmental file.
- (c) Information maintained in a departmental file and leading to discipline will be transferred to the Human Resource 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.

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- 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 endeavor 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 arranged/provided** by the Employer, with expenses paid through the **WCB.**

**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** Employment equity and qualifications will **be** a factor in the layoff and recall procedure. For the purposes **of** this article

qualifications refers to education, knowledge, training, skills, experience, aptitude and competence. The employer making a **decision with respect to determining which employees are to be retained and which employees are to be laid off**, shall determine qualifications and the **ability** of employees to perform the duties which the remaining employees will be required to perform, in a fair, reasonable and non-disciplinary manner. The onus of proof rests with the employee in any dispute over the application of qualifications and ability to perform the duties, which the remaining employees will be required to perform.

- 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 the Grievance Stage Hearing Procedure. The decision at Grievance Stage Hearing Procedure 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** Effective April 1, 2007 employees shall earn vacation leave (hours) as follows:

- (a) An employee who has completed less than (2) years continuous service, at the conclusion of the vacation year, shall receive vacation leave (hours) at the rate of four percent (4%) of hours paid at the employees regular rate in the concluding vacation year, to a maximum of eighty (80) hours. The vacation leave (hours) is to be taken in the next vacation year.
- (b) An employee who has completed two (2) or more years continuous service at the conclusion of the vacation year, shall receive vacation leave (hours) at the rate of six percent (6%) of

hours paid at the employees regular rate in the concluding vacation year, to a maximum of one hundred and twenty (120) hours. The vacation leave (hours) is to be taken in the next vacation year.

- (c) An employee who has completed five (5) or more years continuous service at the conclusion of the vacation year shall receive vacation leave (hours) at the rate of eight percent (8%) of hours paid at the employees regular rate in the concluding vacation year to a maximum of one hundred and sixty (160) hours. The vacation leave (hours) is to be taken in the next vacation year.
- (d) An employee who has completed nine (9) or more years continuous service at the conclusion of the vacation year shall receive vacation leave (hours) at the rate of ten percent (10%) of hours paid at the employees regular rate in the concluding vacation year, to a maximum of two hundred (200) hours. The vacation leave (hours) is to be taken in the next vacation year.
- (e) Prorating Adjustment: In each of (b), (c), and (d) above, an employee shall be entitled to additional vacation (in the first vacation year following their 2<sup>nd</sup>, 5<sup>th</sup> and 9<sup>th</sup> anniversary) calculated as follow:

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

- (9) 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. Hours greater than forty (40) will be reviewed by the Employer on a case by case basis and a written decision will be provided within fourteen (14) days to the employee by Human Resources.

**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 the Grievance Stage Hearing Procedure and not arbitrable. A hearing will be held at the Grievance Stage Hearing Procedure if a grievance is presented at the Grievance Stage Hearing Procedure..

(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 Vacation

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

1. Vacation will be scheduled by the Employer on a vacation year basis and will be booked by seniority.
2. Staff will initially book in a block of seven (7) days vacation time (floating block shall encompass scheduled days off with vacation hours). All staff will participate through the block booking process prior to single days.
3. The Employer will post a vacation schedule in each department from January 15 to February 28 of each year. Employees will be contacted by management commencing February 1, to make their selection. Any employee who fails to make their selection, during their specified time as described

above, shall thereafter only be able to select vacation periods that have not already been booked.

4. **The remainder of the vacation hours/single days available to an employee may be submitted for approval on a seniority basis prior to February 28.** All remaining time shall be based on a scrambled system of first come, first served basis.
5. Individuals finding it necessary to cancel **pre-booked** vacation, must put their request in writing and forward it to the Executive General Manager or designate and said request will not be unreasonably denied. Should illness or injury occur while on vacation, the employee may request the vacation leave be changed to sick leave. When rescheduling, the employee in question will not be allowed to bump any junior employees in this situation. Proof of incapacity may be required.
6. During **peak/prime time** (June, July, August & December) only a maximum of three **(3)** vacation weeks may be booked.
7. Vacation will be approved taking into consideration, classification and shifts.
8. Employees with more than one hundred and twenty **(120)** hours of vacation entitlement, must book a minimum, thirty-five (35) hours during this process.
9. Only vacation credits will be used for the purposes of this Article.
10. **Deviations** from what is outlined in the Collective Agreement can only take place if the Union Representative and Executive Director, Human Resources and/or the Vice-president, Corporate Marketing & People Services have confirmed any special arrangements in writing.

### **Article 24 - Transportation**

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

- (a) Distance up to **10,000** kilometers (km) per year as of January 1, 2007 = **38.4** cents/km.  
Distance up to 10,000 kilometers (km) per year as of April 1, 2007 = **39.4** cents/km.

Distance up to **11,000** kilometers (km) per year as of  
April **1, 2008** = **39.7** cents/km.

Distance up to **12,000** kilometers (km) per year as of  
April **1, 2009** = **40.0** cents/km.

(b) Distance over **10,000** kilometers (km) per year as of  
January **1, 2007** = **30.7** cents/km.

Distance over **10,000** kilometers (km) per year as of  
April **1, 2007** = **31.7** cents/km.

Distance over **11,000** kilometers (km) per year as of  
April **1, 2008** = **32.0** cents/km.

Distance over **12,000** kilometers (km) per year as of  
April **1, 2009** = **32.3** cents/km

(c) The use of a privately-owned motorcycle when authorized shall be reimbursed at the following rates:

January **1, 2007** = **19.6** cents/km

April **1, 2007** = **20.6** cents/km

April **1, 2008** = **20.9** cents/km

April **1, 2009** = **21.2** cents/km

(d) Distance is that accumulated in the period April **1** to March **31**.

**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 kilometer. 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 ( $1 \frac{6}{10}$ ). The resultant figure should be rounded to the nearest kilometer.

**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 employees 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 one hundred and **fifty** dollars (\$150).
- 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 the Grievance Stage Hearing Procedure shall be final for such grievance.
- 26:06** All employees may wear a Teamster pin. The pin must be approved by the Executive Director, Human Resources.

### **Article 27 - Seniority**

- 27:01** "**Seniority**" is defined as an employee's accumulated regular hours worked under the terms and conditions of this *Collective Agreement*. For the purposes of this Article, regular hours worked shall include:
- (a) regular hours worked;
  - (b) periods of temporarily assigned work in a classification not covered by this *Collective Agreement*;
  - (c) periods of Workers Compensation,
  - (d) approved paid sick leave and/or sick leave without pay to a maximum accumulation of one hundred sixty (160) hours as per 27:01 (h);
  - (e) periods of maternity leave and/or parental leave:
  - (**9**) periods of adoptive parent leave;
  - (g) any leave of absence with pay;

- (h) 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

**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 ( $1\frac{1}{2}x$ ) 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 and casual employees within a classification and work location shall complete an availability calendar and submit to the Scheduling Office, for **pre-scheduling** of additional hours and/or shifts that may become available.

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

Part-time employees within a classification and work location shall be offered additional shifts prior to those shifts being offered to a casual employee.

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

**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 ( $1\frac{1}{2}x$ ) 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 ( $1\frac{1}{2}x$ ) times the employees' hourly rate, provided that the period of overtime worked by the employee is not contiguous to the employee's scheduled working hours. A meal break shall not be regarded as affecting contiguity.

- (b) Where a part-time employee is called in to work unscheduled hours, and the employee is not entitled to overtime in accordance with Article 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:

- |   |  |
|---|--|
| (i) New Year's Day                              | (vii) Labour Day   |
| (ii) 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<br>(first weekend in August) | (xii) Any other Holiday proclaimed<br>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 ½x) 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 24<sup>th</sup> when that day falls on a Monday through Friday inclusive, such employee shall be entitled to one-half ( $\frac{1}{2}$ ) day of compensatory leave with pay to a maximum of four (4) hours.

- 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 Union representative and the Executive Director of Human Resources **and/or** the Vice President of Corporate Marketing & People Services have confirmed any special arrangements in writing.
- 30:08** Statutory holiday time when worked by a full-time **or** part-time employee will be banked by the employer unless otherwise requested. Banked time will not be carried over from one fiscal year to another fiscal year.

### **Article 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.
- 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:
- April **1, 2007** - **fifty six (56)** hours
  - April **1, 2008** - **fifty six (56)** hours
  - April **1, 2009** - **fifty six (56)** hours
  - April **1, 2010** - **fifty six (56)** hours
- DLT** hours may **be** used in cases of illness and those family emergencies which necessitate 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 Two Hundred and Eighty (280) 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.
- 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.

### **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, step-parent, spouse, common-law **spouse/life** partner, child, **step-child**, father-in-law or mother-in-law.
- Compassionate leave involving a father-in-law or mother-in-law will require the employee to have declared their relationship with Human Resources and to have been and continue to be in said relationship, for a period in excess of one (1) year or more.
- 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 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:
- have completed seven (7) continuous months of employment with the Employer;
  - submits to the Employer an application in writing for leave under Plan "A" at least four (4) weeks before the day specified by her in the application as the day on which she intends to commence such leave: and
  - provide the Employer with a certificate of a duly qualified medical practitioner certifying that she is pregnant and specifying the

estimated date of her delivery.

**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: selected health and welfare benefits will continue, and 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** Effective the first of the month following the date of ratification of this agreement and limited to dental work performed on and after that date, the basis for payment for covered services shall be the current Manitoba Dental Association (MDA) Fee Guide;
- The current MDA Fee Guides will be implemented effective January 1 of each respective year.
- Dental coverage will continue for the first seventeen (17) weeks of Maternity Leave effective the first of the month following the date of ratification and limited to maternity leaves commencing on and after that date
- The annual maximum per claimant will be as follows:



- effective January 1, 2007 - one thousand, four hundred and seventy-five dollars (\$1,475);
- effective January 1, 2008 - one thousand, five hundred seventy-five dollars (**\$1,575**);
- effective January 1, 2009 – one thousand, six hundred and seventy-five dollars (**\$1,675**).

The orthodontic lifetime maximum will be as follows:

- effective January 1, 2003 - one thousand six hundred dollars (\$1,600);
- effective January 1, 2005 - one thousand six hundred seventy-five dollars (\$1,675);

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** 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, prior to his anniversary date, of the reason for the denial. The employee shall have the **right** to appeal that decision to the Executive General Manager, Executive Director (Video **Lotto**) or Director. The decision of the Executive General Manager, Executive Director (Video **Lotto**) or Director shall be **grievable**, but not arbitrable.
- 41:08** An employee will receive a performance appraisal no later than two (2) weeks following their anniversary date. If the performance appraisal is not completed within these timelines and a merit increase is due the merit increase shall be granted without the performance appraisal.

#### 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
- (9)** 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 available 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 Teamster Business Agent 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 hours of work or portion thereof, between **7:00 p.m.** and **6:00 a.m.** in addition to **his/her** regular pay.

Shift premium will not be subject to the overtime provisions as outlined in Article **29 – Overtime.**

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

Shift premium will not be subject to the overtime provisions as outlined in Article **29 – Overtime.**

(For clarification purposes, the Weekend Shift Premium is a separate premium and is not provided in addition to the Shift Premium as outlined in Article **4501.**)

### Article 46 - Standby

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

(a) For each twenty-four (**24**) hour period or less of standby on a regular working day the employee will receive seventeen dollars (\$17.00).

- (b) For each twenty-four (24) hour period or less of standby on a **day of rest or on a paid holiday that is not a working day** the employee will receive thirty two dollars (**\$32.00**).
- 46:02** To be eligible for standby payment, an employee designated for standby duty must be available during the period of standby at a known telephone number or another method of communication as mutually agreed between the supervisor and the employee, and must be available to return for duty as quickly as possible if called.
- 46:03** An employee on standby who is called back to work shall **be** compensated in accordance with call out provisions of Hours of Work, Article 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% 120%**.
- (c) The maximum per claimant will remain at Two Hundred dollars (\$200.00) effective January **1, 2001** and increasing to Two Hundred and Fifty dollars (**\$250**) effective January **1, 2009**.
- (d) Coverage will include prescription lenses **and** eye examinations.
- (e) Changes to the Dental Plan respecting eligibility during Maternity Leave and prorated family coverage for part-time employees will also apply to the Vision Care Plan

### **Article 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** When the Employer requires that a vacant or new full-time or part-time position be filled a bulletin shall be posted for a minimum of seven (7) calendar days.

**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 (a)** The selection of employees for vacant positions which are bulletined and have an eligibility list, shall be based on qualifications, seniority and Article **52:10 – Eligibility Lists**. (Group “A”).

For vacant positions that do not have an eligibility list, seniority shall be the determining factor where qualifications are relatively equal.

**(b)** The selection of employees for vacant or new positions which are not part of the eligibility list program (Group “B” & “C”) shall be bulletined and selection based on qualifications, seniority and individuals not having active discipline on file as per Article **12 (12:08)** or being at step two **(2)** or higher of the Attendance Management Program.

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

**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 the Grievance Stage Hearing 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-off 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
- (9) When an employee is transferred to a vacant or new position by reason of "duty to accommodate", as per the Human Rights Code of Manitoba.
- (g) When an employee within the same classification requests a transfer in writing, subject to management approval, and as per the transfer opportunity process outlined within this article;
- (h) When a candidate has been in the classification on a temporary assignment as a result of a posted competition for twelve (12) consecutive months or more with satisfactory work performance and attendance they may be appointed should the temporary assignment become a permanent vacancy.
- (i) When the Employer wishes to transfer a Supervisor for developmental purposes or when operational changes provides for the transfer of staff within a specific classification.

**52:08** The Manitoba Lotteries Corporation and the General Teamsters Local Union **979** acknowledge, recognize and endorse the principle of Employment Equity and therefore agree with the criteria that has been developed to facilitate the selection, hiring, training and promotions of designated groups, ie. women, aboriginal peoples, persons with disabilities and visible minorities.

The parties will meet twice per year to discuss Employment

Equity principles according to MLC's Employment Equity Policy. This is to ensure that:

- Employment Equity is acknowledged, recognized and endorsed in the recruitment, selection and promotion, and training of employees.
- The MLC and General Teamsters Local Union 979 work together to remove systemic barriers to effectively enable designated group members to compete equitably.
- To attain a representative workforce of the composite population.

#### 52:09 Transfer Opportunity Process

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

1. Interested employees will make their request known to Human Resources in writing on the form provided.
2. When a vacancy within the same classification and employment status occurs, the employee requesting the transfer will be approached to confirm their continued interest.
3. Applicants for transfer will not be considered if they have any active discipline as per Article **12 (12:08)** or if they are at step two (2) or higher of the Attendance Management Program.
4. The subsequent vacancy arising from a transfer will be filled through the eligibility list process or posted if necessary.
5. A transfer cannot be in violation of any MLC policy or procedure.
6. When one or more applicants meet the transfer protocol, seniority will be the determining factor.
7. A transfer under this process will not be done for disciplinary reasons.

#### Article 52:10 – Eligibility List

1. Eligibility lists will be prepared annually for Group "A" classifications deemed appropriate for such a program and will exclude promotional opportunities, skilled or trades classifications and the Dual Program.
2. Eligibility lists will be made up of qualified individuals. Individuals will not be placed on eligibility lists if they have active discipline as per Article **12 (12:08)** or if they are at step two (2) or higher on the Attendance Management Program.

3. In conjunction with two above, eligibility lists will consist of the following:
  - Non-probationary part-time employees currently in the **classification**
  - Full or part-time individuals within the Group "A" classification who have met the scoring threshold for the position as determined by the Essential Skills Profile and the **MLC** Competency Assessment Program.
4. Should a vacancy occur within a classification, the vacancy will be posted per Article 52:03 (a). Where the **posting** has produced no qualified more senior applicants than those on the eligibility list, the vacancy will be offered to the most senior employee on the approved eligibility list.
5. Employees wishing to be placed on an eligibility list as per the above will complete a Classification Eligibility List application as provided through Human Resources.

### **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 (prognosis & restrictions) available to the doctor appointed by the Employer and shall, if requested, substantiate that he/she has given this authorization. If the employee fails to authorize the required releases, his/her absence from work may be considered as unauthorized, consequently without pay, and subject to disciplinary action.
- (d) The cost of a medical, as per this clause shall be borne by the Employer

### **Article 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.

## 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. 15, 2008		Effective Mar. 19, 2009	
	<u>Dependent</u>	<u>Single</u>	<u>Dependent</u>	<u>Single</u>	<u>Dependent</u>	<u>Single</u>
The Pas	\$95.55	\$58.39	\$97.94	\$59.85	\$100.78	\$61.59
Thompson	\$152.12	\$106.89	\$155.92	\$109.54	\$160.44	\$112.72

**Memorandum of Agreement #1**

between

**Manitoba Lotteries Corporation**

and

**General Teamsters Local Union No. 979**

**Re: Drug Plan**

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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.

**Memorandum of Agreement #2**

between

Manitoba Lotteries corporation

and

General Teamsters Local Union No. **979**

Re: Group Life Insurance Plan

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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.

**Memorandum of Agreement #3**

between

**Manitoba Lotteries Corporation**

and

**General Teamsters Local Union No. 979****Re: Pension Plan (Money Purchase Plan)**

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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%.
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.

**Memorandum of Agreement #4**

between

Manitoba Lotteries Corporation

and

General Teamsters Local Union No. 979

**Re: MEALS AND MISCELLANEOUS EXPENSES**

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**MEALS ELIGIBILITY FOR CLAIMS****1:01 Breakfast/Lunch/Dinner Expense Claims**

An employee may only claim for the cost of meals when:

1. An employee is in travel status: or
2. The employee has been traveling for more than one (1) hour on Corporation business before the recognized time for the start of the employee's day's work.
3. 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.
4. The employee has been traveling 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.
5. 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.
6. and this status requires overnight accommodation; and /or
7. 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 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.

Any extension of working hours at the normal place of work is

covered under Article 3 – Meal Allowances During Overtime Work. No other meals claims except as provided in this Article shall be paid.

### 1:02 Video Lotto & Lottery Sales

MLC agrees to continue the current practice of providing meals allowance to those currently receiving same within Video **Lotto** and Lottery Sales, recognizing these two (2) 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 1:01 above.

### MEAL EXPENSES- TRAVEL WITHIN THE PROVINCE

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

	<u>Individual Meals</u>			
	<u>Breakfast</u>	<u>Lunch</u>	<u>Supper</u>	<u>Per Diem</u>
(a) in areas covered by remoteness allowance				
January 1, 2007	\$7.10	\$9.10	\$16.65	\$32.85
April 1, 2007	\$7.35	\$9.35	\$16.90	\$33.60
(b) in all other areas				
January 1, 2007	\$6.60	\$8.60	\$15.45	\$30.65
April 1, 2007	\$6.85	\$8.85	\$15.70	\$31.40

2:02 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 \$4.55 per day effective January 1, 2007; and \$4.80 effective April 1, 2007.

- (b) at least three and a half (3½) 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.

### **INCIDENTAL ALLOWANCE**

4:01 An employee who is in travel status may claim an incidentals allowance for each night of:

- (a) commercial accommodation

January 1, 2007 – four dollars and thirty cents (\$4.30)

April 1, 2007 – four dollars and sixty cents (\$4.60)

- (b) non-commercial accommodation

January 1, 2007 – two dollars and ninety cents (\$2.90)

April 1, 2007 – three dollars and twenty cents (\$3.20)

4:02 The incidentals allowance covers reimbursement for all incidental expenses except as provided in Article 6 Miscellaneous Expenses During Travel.

### **INCREASES TO RATES**

5:01 The rates in Article 2 - Meal Expenses – Travel Within the Province, Article 3 - Meal Allowances During Overtime Work, Article 4 - Incidentals Allowance will increase by the amounts as determined by the Master Agreement.

### **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**

- (a) Charges for telephone calls necessary for business purposes may only be claimed when they are supported by a listing of the person telephoned 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 sixty-four cents (~~\$4.64~~ and effective March 20, 2004, four dollars and seventy-eight cents (\$4.78) 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 travelled 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 #5

between

Manitoba Lotteries Corporation

and

General Teamsters Local Union No. 979

Re: Ten (10) Hour Shifts - Additional Break time

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

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

**Memorandum of Agreement #6**

between

Manitoba Lotteries Corporation

and

General Teamsters Local Union No. 979

**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.

Memorandum of Agreement #7

between

Manitoba Lotteries Corporation

and

General Teamsters Local Union No. 979

Re: Health Spending Account

---

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

- The HSA shall apply to permanent full-time and part-time employees on staff and who have completed their probationary period.
- The HSA shall become applicable to claims for allowable expenses (as determined by the account plan) incurred.
- Effective October 1, 2006, maximum claims shall be \$130.00/year per full-time employee and \$65.00/year per part-time employee.
- Effective October 1, 2007, maximum claims shall be \$150.00/year per full-time employee and \$75.00/year per part-time employee.
- Effective October 1, 2009, maximum claims shall be \$175.00/year per full-time employee and \$87.50/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.

**Memorandum of Agreement #8**

between

Manitoba Lotteries Corporation

and

General Teamsters Local Union **No. 979****Re: Critical Illness Coverage**

---

**MLC** will continue to provide Critical Illness Coverage for all full-time and part-time employees.

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

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

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

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

Memorandum of Agreement #9

between

Manitoba Lotteries Corporation

and

General Teamsters Local Union No. 979

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.

Memorandum of Agreement #10

between

Manitoba Lotteries Corporation

and

General Teamsters Local Union No. 979

RE: Dealer Selection for Specialty Games Training

---

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

1. Waiting periods will be in effect as per the following:
  - Upon acquiring either Three Card Poker, Let it Ride and/or Caribbean Poker, a Dealer must demonstrate a proficiency in the game(s) for a minimum two (2) month period prior to being considered for further Specialty Games Training.
  - Upon acquiring Mini Baccarat, Double Deck and/or (Fortune) Pai Gow Poker, a Dealer must show proficiency in the game(s) for a minimum three (3) month period prior to being considered for further Specialty Games Training.
  - Upon acquiring Poker, and/or Roulette, 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.

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

2. Specialty Games selection criteria will include the following:
  - Demonstrated proficiency in all previously acquired games skill and related procedures.
    - (i) Proficiency will be determined through testing administered by Organizational Development 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 and operational requirements.

4. As per the criteria set out above, full-time and part-time staff will be given opportunities for Specialty Games training prior to casuals being considered on a game by game basis.

In the event there are vacancy's in the training class, the training will be offered to employees who have not completed the "waiting period" as per one (1.) above.

To be considered for training, game proficiency and seniority will be the determining factors as well as two (2) above.

5. 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.

6. Specialty Games Training opportunities will be posted (Bulletin Boards, Intranet, etc.) as follows:

Step (i) Posting for Sign-Up (4 weeks prior to training dates)

Step (ii) Selection of Candidates (3 weeks prior to training dates)

Step (iii) Notice to Staff (2 weeks prior to training dates); and

Step (iv) Training Dates

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

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.



**Memorandum of Agreement #11**

between

Manitoba Lotteries Corporation

and

General Teamsters Local Union No. 979

**RE: Tips**

---

The Manitoba Lotteries Corporation will maintain its current practice of tip distribution at both **McPhillips Street Station** 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 administrations fee related to the above of **1.5%** of the tips generated;

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.

**Letter of Understanding # 1**

between

Manitoba Lotteries Corporation

and

General **Teamsters** Local Union No. **979**

**RE: Request for Retroactivity**

---

Retroactive wages shall be made payable following the date of ratification of the Agreement to those former employees who terminated their employment and/or retired after October 1, 2006.

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

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

Letter of Understanding #2

between

Manitoba Lotteries Corporation

and

General Teamsters Local Union No. 979

RE: Extended Health Care Plan - Hearing Aids/Orthopedics

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

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

**Letter of Understanding #3**

between

**Manitoba Lotteries Corporation**

and

**General Teamsters Local Union No. 979**

**RE: Long Term Disability**

---

MLC agrees to the establishment of a Long Term Disability Plan on the following basis:

1. For the life of this Agreement commencing October 01, 2004, the LTD plan will be self-insured through MLC and administered externally.
2. Full-time and part-time employees will participate in the plan if approved by the administrator of the plan.
3. The plan will be effective October 01, 2004. (A period of time is required to develop and implement this plan).
4. The administering of this program will require an outside third party and the cost associated with the administration of the LTD program will be equally shared (50/50) between MLC and the employees.
5. MLC agrees to provide a Teamsters Business Agent with regular updates regarding the tendering and implementation of this program.
6. An appeal mechanism will be outlined in any plan that is developed.

Letter of Understanding #4

between

Manitoba Lotteries Corporation

and

General Teamsters Local Union No. 979

RE: Table Games Work/Rest Configuration

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

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

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

This arrangement will be reviewed twelve months following its' introduction to discuss issues that may have arisen and to deal with staff **concerns**. Any further changes proposed by the Employer, to the Dealers **work/rest** configuration, will be communicated to the Union for discussion.

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

\_\_\_\_\_  
On Behalf of the General  
Teamsters Local Union No.979

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

\_\_\_\_\_  
Date

\_\_\_\_\_  
Date

Letter of Understanding #5

between

Manitoba Lotteries Corporation

and

General Teamsters Local Union No. 979

RE: Schedules

---

A committee representing the Manitoba Lotteries Corporation and the General Teamsters Local Union No. 979 will meet following ratification to discuss and review schedules where applicable. Alternatives, including extended hours schedules may be considered, however; management retains the right to schedule employees in a manner that is efficient, effective and consistent with the Collective Agreement as a whole.

**Letter of Understanding #6**

between

Manitoba Lotteries Corporation

and

General Teamsters Local Union No. 979

**RE: List of Departments/Classifications  
Requiring Safety Footwear**

<b>1. BUILDING &amp; GROUNDS</b> - Maintenance Technicians - Buildings and Ground Supervisors	<b>4. CAGE</b> - Countroom Staff - Senior Cashier -- Countroom - Countroom Supervisors
<b>2. HOUSEKEEPING</b> - Industrial Shift - Housekeeping Supervisors	<b>5. VALET</b> - Appropriate winter footwear – sure grip
<b>3. SLOTS</b> - Gaming Technicians - AN Coordinators	<b>6. SECURITY</b> - Security Officers

a2

Letter of Understanding #7

between

Manitoba Lotteries Corporation

and

General Teamsters Local Union No. 979

RE: Feasibility Study - Landscaping and Industrial  
Housekeeping Work

---

Within sixty (60) days of ratification of this Collective Agreement, the parties will meet to discuss the feasibility of having all or a portion of our Casino landscaping performed by the employees of **MLC**.

A feasibility study will also be undertaken as it relates to Industrial Housekeeping Attendants and the use of scissor lifts.

This study will involve both Teamster representation and representation by **MLC** Senior Management.



**Letter of Understanding #8**

between

Manitoba Lotteries Corporation

and

General Teamsters Local Union No. 979

**RE: Trial Period – Eligibility List/Position Postings (Group “A”)**

Six (6) months following the introduction of eligibility lists, a review will be conducted to determine the success of the program and the continued need for posting positions under Group “A”.

Should the initial review be inconclusive, the trial period shall be extended for an additional six (6) month period.

The review referred to above will involve representation of Management and General Teamsters Local Union No.979.

(Group “A”)

- |  |   |
|--|---|
| <ul style="list-style-type: none"> <li>• Maintenance Technician</li> <li>• BKV Attendant</li> <li>• Cashier</li> <li>• Casino Service Attendant I</li> <li>• Casino Service Attendant II</li> <li>• Countroom Cashier,</li> <li>• Customer Service Representative</li> </ul> | <ul style="list-style-type: none"> <li>• Dealer</li> <li>• Housekeeping Attendant</li> <li>• Housekeeping Attendant (Industrial)</li> <li>• Security Officer</li> <li>• Slot Attendant</li> <li>• Uniform Technician</li> </ul> |
|--|---|

**Letter of Understanding #9**

between

**Manitoba Lotteries Corporation**

and

**General Teamsters Local Union No. 979**

**RE: Bulletin Postings – Eligibility Lists**

---

Group classifications having eligibility lists will be posted for a minimum of five (5) calendar days. All other bulletins will be posted as per Article 52:01.

It is agreed that as it pertains to eligibility lists, a review will be conducted within twelve (12) months of ratification to determine if eligibility lists are an option for those classification in Groups "B" & "C".

**(Group "B")**

**(Group "C")**

<ul style="list-style-type: none"><li>• Casino Host</li><li>• Facilities Technician</li><li>• Gaming Technician</li><li>• Inspector</li><li>• Senior Cashier</li><li>• Animatronics Operator</li></ul>	<ul style="list-style-type: none"><li>• All Supervisor Positions</li></ul>
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**Letter of Understanding #1Q**

between

**Manitoba Lotteries Corporation**

and

**General Teamsters Local Union No. 979****RE: Classification Bidding Process**

---

MLC will undertake a Classification Bidding Process annually with resulting eligibility lists in effect for the following fiscal year. Employees who meet the requirements of the classification are placed on an eligibility list based on seniority. Employees who do not fully meet the requirements of a classification will receive developmental plans/objectives, which will encourage skill building.

Employees may remove their name from an eligibility list at any time.

New employees will be eligible to participate in the next Classification Bidding Process following their start date and upon the successful completion of their probationary period.

The Classification Bidding Process will include the following classifications:

<ul style="list-style-type: none"> <li>• Maintenance Technician</li> <li>• BKV Attendant</li> <li>• Cashier</li> <li>• Casino Service Attendant I</li> <li>• Casino Service Attendant II</li> <li>• Countroom Cashier</li> <li>• Customer Service Representative</li> </ul>	<ul style="list-style-type: none"> <li>• Dealer</li> <li>• Housekeeping Attendant</li> <li>• Housekeeping Attendant (Industrial)</li> <li>• Security Officer</li> <li>• Slot Attendant</li> <li>• Uniform Technician</li> </ul>
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Eligibility lists and job postings will be governed by Article 52:10 of this Agreement.

**Letter of Understanding #11**

between

Manitoba Lotteries Corporation

and

General Teamsters **Local** Union No. **979**

**RE: Short Term Disability Plan**

---

A feasibility study will be conducted by Management in consultation with the Union to determine how best to provide Short Term Disability coverage (STD) for the employees of the MLC.

The introduction of a suitable STD Plan, will involve input by an outside third party expert in such matters and should a plan be agreed upon, it will not be introduced until year two (2) of the Collective Agreement.

a7

**Letter of Understanding #12**

between

Manitoba Lotteries Corporation

and

General Teamsters Local Union **No. 979**

**RE: Recognition of Casual Hours**

---

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

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

The time frame for this process will be determined following a full review of availability of pertinent data.

**Letter of Understanding #13**

between

Manitoba Lotteries Corporation

and

General Teamsters Local Union No. **979**

**RE: Dual Rates of Pay**

---

The Parties hereby agree that employees in a 'dual' capacity will be paid at Step 1 of applicable classification for a period of 2080 regular hours worked or thirty-six (36) months whichever occurs first.

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

**Letter of Understanding #14**

between

**Manitoba Lotteries Corporation**

and

**General Teamsters Local Union No. 979**

**RE: Blue Net Card**

---

**The parties agree to the introduction of a BLUE NET CARD in Year One of the Collective Agreement**

**TEAMSTERS - OPERATIONS PAY PLAN  
EFFECTIVE OCTOBER 1, 2006 (2.5%)**

<u>Classifications</u>	<u>Step 1</u>	<u>Step 2</u>	<u>Step 3</u>
Animatronics Operator	14.75	15.15	15.53
Bank Supervisor	18.27	18.78	19.29
BVK Attendant	12.39	12.69	13.03
Cashier	12.70	13.03	13.36
Casino Host	15.33	15.74	16.15
Casino Service Attendant I	12.39	12.69	13.03
Casino Service Attendant II	12.70	13.03	13.36
Casino Service Attendant Supervisor	18.27	18.78	19.29
Countroom Cashier	12.70	13.03	13.36
Countroom Supervisor	18.27	18.78	19.29
Customer Service Representative	12.39	12.69	13.03
Customer Services Supervisor	18.27	18.78	19.29
Dealer*	12.66	13.01	13.34
Electrical Services Technician (Journeyman)	27.97	28.95	29.96
Facilities Supervisor	20.46	21.04	21.62
Facility Technician	17.68	18.18	18.69
Floor Supervisor Slots	18.27	18.78	19.29
Gaming Technician	18.02	18.52	19.01
Housekeeping Attendant	12.39	12.69	13.03
Housekeeping Attendant (Industrial)	12.70	13.03	13.36
Housekeeping Supervisor	18.27	18.78	19.29
HVAC Systems Specialist/Supervisor (Journeyman)	28.61	29.61	30.63



**TEAMSTERS- OPERATIONS PAY PLAN  
EFFECTIVE OCTOBER 1, 2006 (2.5%)**

<u>Classifications</u>	<u>Step 1</u>	<u>Step 2</u>	<u>Step 3</u>
Inspector	18.27	18.78	19.29
Keno/Bingo Supervisor	18.27	18.78	19.29
Maintenance Technician	14.75	15.15	15.53
Security Officer	14.22	14.60	14.97
Security Supervisor	20.46	21.04	21.62
Senior Cashier	14.75	15.15	15.53
Slot Attendant	12.39	12.69	13.03
Supervisor, Cage	18.27	18.78	19.29
Table Games Supervisor	20.46	21.04	21.62
Tailor	14.75	15.15	15.53
Technical Support Supervisor	20.46	21.04	21.62
Uniform Supervisor	18.27	18.78	19.29
Uniform Technician	12.39	12.69	13.03

\*A Dealer will receive \$0.25/hr. for each additional game a Dealer is certified to deal that is currently being offered to the public for play. Where the Employer determines that a game will no longer be offered to the public, the Employer will provide two (2) weeks notice of cessation to the Dealer and the \$0.25/hr. will cease two (2) weeks after. Employees on payroll as of July 23, 1995 who currently receive the \$0.25/hr. for games not available to the public as of this date, shall continue to do so. For calculation purposes, this \$0.25/hr. will be considered part of a Dealer's hourly pay.

**TEAMSTERS - OPERATIONS PAY PLAN**  
**EFFECTIVE OCTOBER 1, 2007 (2.5%)**

<b><u>Classifications</u></b>	<b><u>Step 1</u></b>	<b><u>Step 2</u></b>	<b><u>Step 3</u></b>
Animatronics Operator	15.12	15.53	15.92
Bank Supervisor	18.73	19.25	19.77
BVK Attendant	12.70	13.01	13.36
Cashier	13.02	13.36	13.69
Casino Host	15.71	16.13	16.55
Casino Service Attendant I	12.70	13.01	13.36
Casino Service Attendant II	13.02	13.36	13.69
Casino Service Attendant Supervisor	18.73	19.25	19.77
Countroom Cashier	13.02	13.36	13.69
Countroom Supervisor	18.73	19.25	19.77
Customer Service Representative	12.70	13.01	13.36
Customer Services Supervisor	18.73	19.25	19.77
Dealer*	12.98	13.34	13.67
Electrical Services Technician (Journeyman)	28.67	29.67	30.71
Facilities Supervisor	20.97	21.57	22.16
Facility Technician	18.12	18.63	19.16
Floor Supervisor Slots	18.73	19.25	19.77
Gaming Technician	18.47	18.98	19.49
Housekeeping Attendant	12.70	13.01	13.36
Housekeeping Attendant (Industrial)	13.02	13.36	13.69
Housekeeping Supervisor	18.73	19.25	19.77
HVAC Systems Specialist/Supervisor (Journeyman)	29.33	30.35	31.40

**TEAMSTERS - OPERATIONS PAY PLAN**  
**EFFECTIVE OCTOBER 1, 2007 (2.5%)**

<u>Classifications</u>	<u>Step 1</u>	<u>Step 2</u>	<u>Step 3</u>
Inspector	18.73	19.25	19.77
Keno/Bingo Supervisor	18.73	19.25	19.77
Maintenance Technician	15.12	15.53	15.92
Security Officer	14.58	14.97	15.34
Security Supervisor	20.97	21.57	22.16
Senior Cashier	15.12	15.53	15.92
Slot Attendant	12.70	13.01	13.36
Supervisor, Cage	18.73	19.25	19.77
Table Games Supervisor	20.97	21.57	22.16
Tailor	15.12	15.53	15.92
Technical Support Supervisor	20.97	21.57	22.16
Uniform Supervisor	18.73	19.25	19.77
Uniform Technician	12.70	13.01	13.36

'A Dealer will receive **\$0.30/hr.** for each additional game a Dealer is certified to deal that is currently being offered to the public for play. Where the Employer determines that a game will no longer be offered to the public, the Employer will provide two (2) weeks notice of cessation to the Dealer and the **\$0.30/hr.** will cease two (2) weeks after. Employees on payroll as of July 23, 1995 who currently receive the **\$0.30/hr.** for games not available to the public as of this date, shall continue to do so. For calculation purposes, this **\$0.30/hr.** will be considered part of a Dealer's hourly pay.

TEAMSTERS • OPERATIONS PAY PLAN  
EFFECTIVE OCTOBER 1, 2008 (2.5%)

<u>Classifications</u>	<u>Step 1</u>	<u>Step 2</u>	<u>Step 3</u>
Animatronics Operator	15.50	15.92	16.32
Bank Supervisor	19.20	19.73	20.26
BVK Attendant	13.02	13.34	13.69
Cashier	13.35	13.69	14.03
Casino Host	16.10	16.53	16.96
Casino Service Attendant I	13.02	13.34	13.69
Casino Service Attendant II	13.35	13.69	14.03
Casino Service Attendant Supervisor	19.20	19.73	20.26
Countroom Cashier	13.35	13.69	14.03
Countroom Supervisor	19.20	19.73	20.26
Customer Service Representative	13.02	13.34	13.69
Customer Services Supervisor	19.20	19.73	20.26
Dealer*	13.30	13.67	14.01
Electrical Services Technician (Journeyman)	29.39	30.41	31.48
Facilities Supervisor	21.49	22.11	22.71
Facility Technician	18.57	19.10	19.64
Floor Supervisor Slots	19.20	19.73	20.26
Gaming Technician	18.93	19.45	19.98
Housekeeping Attendant	13.02	13.34	13.69
Housekeeping Attendant (Industrial)	13.35	13.69	14.03
Housekeeping Supervisor	19.20	19.73	20.26
HVAC Systems Specialist/Supervisor (Journeyman)	30.06	31.11	32.19

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<u>Classifications</u>	<u>Step 1</u>	<u>Step 2</u>	<u>Step 3</u>
Inspector	19.20	19.73	20.26
Keno/Bingo Supervisor	19.20	19.73	20.26
Maintenance Technician	15.50	15.92	16.32
Security Officer	14.94	15.34	15.72
Security Supervisor	21.49	22.11	22.71
Senior Cashier	15.50	15.92	16.32
Slot Attendant	13.02	13.34	13.69
Supervisor, Cage	19.20	19.73	20.26
Table Games Supervisor	21.49	22.11	22.71
Tailor	15.50	15.92	16.32
Technical Support Supervisor	21.49	22.11	22.71
Uniform Supervisor	19.20	19.73	20.26
Uniform Technician	13.02	13.34	13.69

\*A Dealer will receive \$0.30/hr. for each additional game a Dealer is certified to deal that is currently being offered to the public for play. Where the Employer determines that a game will no longer be offered to the public, the Employer will provide two (2) weeks notice of cessation to the Dealer and the \$0.30/hr. will cease two (2) weeks after. Employees on payroll as of July 23, 1995 who currently receive the \$0.30/hr. for games not available to the public as of this date, shall continue to do so. For calculation purposes, this \$0.30/hr. will be considered part of a Dealer's hourly pay.

**TEAMSTERS - OPERATIONS PAY PLAN  
EFFECTIVE OCTOBER 1, 2009 (2.9%)**

<b><i>Classifications</i></b>	<b><u>Step 1</u></b>	<b><u>Step 2</u></b>	<b><u>Step 3</u></b>
Animatronics Operator	15.95	16.38	16.79
Bank Supervisor	19.76	20.30	20.85
BVK Attendant	13.40	13.73	14.09
Cashier	13.74	14.09	14.44
Casino Host	16.57	17.01	17.45
Casino Service Attendant I	13.40	13.73	14.09
Casino Service Attendant II	13.74	14.09	14.44
Casino Service Attendant Supervisor	19.76	20.30	20.85
Countroom Cashier	13.74	14.09	14.44
Countroom Supervisor	19.76	20.30	20.85
Customer Service Representative	13.40	13.73	14.09
Customer Services Supervisor	19.76	20.30	20.85
Dealer'	13.69	14.07	14.42
Electrical Services Technician (Journey per.)	30.24	31.29	32.39
Facilities Supervisor	22.11	22.75	23.37
Facility Technician	19.11	19.65	20.21
Floor Supervisor Slots	19.76	20.30	20.85
Gaming Technician	19.48	20.01	20.56
Housekeeping Attendant	13.40	13.73	14.09
Housekeeping Attendant (Industrial)	13.74	14.09	14.44
Housekeeping Supervisor	19.76	20.30	20.85
HVAC Systems Specialist/Supervisor (Journey per.)	30.93	32.01	33.12

**TEAMSTERS - OPERATIONS PAY PLAN**  
**EFFECTIVE OCTOBER 1, 2009 (2.9%)**

<b><u>Classifications</u></b>	<b><u>Step 1</u></b>	<b><u>Step 2</u></b>	<b><u>Step 3</u></b>
Inspector	19.76	20.30	20.85
Keno/Bingo Supervisor	19.76	20.30	20.85
Maintenance Technician	15.95	16.38	16.79
Security Officer	15.37	15.78	16.18
Security Supervisor	22.11	22.75	23.37
Senior Cashier	15.95	16.38	16.79
Slot Attendant	13.40	13.73	14.09
Supervisor, Cage	19.76	20.30	20.85
Table Games Supervisor	22.11	22.75	23.37
Tailor	15.95	16.38	16.79
Technical Support Supervisor	22.11	22.75	23.37
Uniform Supervisor	19.76	20.30	20.85
Uniform Technician	13.40	13.73	14.09

'A Dealer will receive \$0.30/hr. for each additional game a Dealer is certified to deal that is currently being offered to the public for play. Where the Employer determines that a game will no longer be offered to the public, the Employer will provide two (2) weeks notice of cessation to the Dealer and the \$0.30/hr. will cease two (2) weeks after. Employees on payroll as of July 23, 1995 who currently receive the \$0.30/hr. for games not available to the public as of this date, shall continue to do so. For calculation purposes, this \$0.30/hr. will be considered part of a Dealer's hourly pay.

103