

Technical Services Collective Agreement

between

Manitoba Liquor & Lotteries Corporation

and



**International Brotherhood of
Electrical Workers Local 435**

October 1, 2019 – September 30, 2023

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Article 1 – Purpose

- 1:01** The Purpose of the Collective Agreement between the parties 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.
- 1:02** The Employer and the Union recognize that gaming is a unique part of the hospitality industry requiring the highest level of service and value to its customers. The Employer and the Union recognize that the success of the Employer and the job security of the employees depends upon the Employer's success in this regard.
- 1:03** The Employer and the Union recognize that employees must be registered by the Liquor & Gaming Authority (LGA) and that maintaining integrity and security is of paramount importance.

Article 2 – Definitions

- 2:01** (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.
- 2:02** "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 43).
- 2:03** "Continuous service" means consecutive days, weeks, months and/or years or employment with the Employer where there has been no break in service involving termination of the employee.
- 2:04** "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.
- 2:05** "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.
- 2:06** "Promotion" means a change of positions from one classification to another classification having a higher maximum rate of pay.
- 2:07** "Representative" shall mean Officer of the Union, Steward or Union Representative.
- 2:08** Where the context so requires, masculine and feminine genders and singular and plural shall be interchangeable.

- 2:09** "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 until the occurrence of a specific event.
- 2:10** "Fiscal year" means the period from and including April 1 up to and including March 31.
- 2:11** "Dismissal" means the removal for disciplinary reasons from a position of employment for just cause.
- 2:12** "Primary Base Location" for purposes of representation, Article 10:02 (a), means the location as determined by the Employer to be the employee's home base for the purposes of corporate directives, Human Resources services, etc. Primary Base Locations for purposes of clarification are as follows: McPhillips Station Casino, Club Regent Casino, Video Lotto (Morris, Brandon), Central Services, and possibly Corporate Headquarters (830 Empress, 842 Milt Stegall, 983 St. James).
- 2:13** "Overtime" means authorized time worked in excess of an employee's scheduled hours as per Article 30:02 (a), (b), and (c) and approved by the appropriate level of management or designate.
- 2:14** "Transfer" means the lateral movement within the employee's classification from one work location to another.
- 2:15** "Classification" means a group of positions which are sufficiently similar in duties, abilities, skills, and responsibilities as are written in the position profile so as to permit the use of the same title and to be paid a rate of compensation within the same salary range.

Article 3 – Recognition

- 3:01** (a) The Employer recognizes the Union as the sole and exclusive bargaining agent with respect to all employees as defined in the Manitoba Labour Board Certificate No. MLB-6840.
- (b) Positions recognized as being excluded from this agreement shall be listed in a separate memorandum of agreement.
- 3:02** 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.
- 3:03** 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 14 hereof.
- 3:04** No employees shall enter into any separate agreement which conflicts with the provisions hereof.

Article 4 – Management Rights

- 4:01** All 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.
- 4:02** 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 5 – Union Security

- 5:01** 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.
- 5:02** The Union will provide no less than one (1) month's written notice to the Employer of any change in the amount of Union dues and/or fees to be deducted.
- 5:03** The Employer shall forward to the Union the amount of dues deducted under 5:01 on a bi-weekly basis.
- 5:04** The Employer shall provide the Union, on a bi-weekly basis per each applicable pay period, the names of the employees from whose wages, dues have been deducted showing opposite each employee's name, the amount of dues deducted for that employee, the employee's work location, classification and employment status (i.e. full-time, part-time or casual).
- 5:05** 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 of an error committed by the Employer.
- 5:06** Dues deducted shall be entered on the employee's T4 slip.
- 5:07** Upon request of the Union the Employer will provide a list of all employees within this bargaining unit with name, address, phone number, status, classification and hire date. Said request is limited to once every six months.

Article 6 – Amendments to the Pay Plan and Reclassification Protocol

- 6:01** 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.
- 6:02** 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 15. The Arbitration

Board shall be expressly confined to the sole issue of determining the rate of pay for the new classification.

- 6:03** 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.
- 6:04** 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 an approved form for a review to the Department Manager.
- 6:05** 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.
- 6:06** As per 6:02, where the parties fail to agree on the matter, the matter may be referred to Arbitration or Mediation, in accordance with Article 15.
- 6:07** If the rate of pay for a revised classification is adjusted through this process, the adjustment will take effect on the date the written review was requested by the employee.

Article 7 – Pay

- 7:01** An employee shall be paid the current hourly rate for all hours worked in his classification as contained within this Collective Agreement.
- 7:02** Where an employee is promoted to a classification contained within this Collective Agreement having 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.
- 7:03** 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 his/her previous pay rate.

Article 8 – Duration

- 8:01** This agreement shall be effective from **October 1, 2019** and shall continue in effect up to and including **September 30, 2023** and shall remain in force and effect from year to year thereafter unless written notice to negotiate a renewal, or revision and renewal is given by either party at least forty-five (45) days prior to, but no more than one hundred and eighty (180) days, prior to the expiry date hereof. During the period required to negotiate a renewal, or revision and renewal of the Agreement, this Agreement shall remain in full force and effect without change.
- 8:02** The parties shall provide their respective proposals for amendments to the expiring agreement at the first negotiation session arranged between the parties.

- 8:03** 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 9 – Probationary Period

- 9:01** All new employees shall be on 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.
- 9:02** An employee who is rejected during probation period may grieve the rejection to the applicable senior management within fifteen (15) calendar days from the date the employee received notice of the rejection. Senior Management 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.
- 9:03** The rejection on probation of an employee is not arbitrable.

Article 10 – Union Business

- 10:01** Leave of absence to attend Union business may be granted to employees under the following conditions:
- (a) Requests for leave shall be made in writing by the Union to a Human Resources representative as designated by the Employer.
 - (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.
- 10:02**
- (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 (up to a maximum of five), at each bargaining session on a time off with pay basis. Any additional employees, mutually agreed to, shall also be on a leave with pay basis.
 - (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.
- 10:03**
- (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. Senior Management 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 Employer Intranet.

- 10:04** Union Leave of Absence without pay may be granted to any designated employee for the conducting of Union business for a period not in excess of one (1) year. At least one (1) months written notice will be provided by the Union to the Human Resources Designate as soon as the leave is identified. This Leave of Absence will be subject to approval by the Company and is renewable at the employer's discretion. The employee will have the right at any time on one (1) months written notice to request a return to the Company's employ to the same, or similar work in which he/she was engaged at the time of leaving the Company's employ. The employer will attempt to accommodate the request as soon as arrangements can be made. The leave will be without pay or benefits and will be at no cost to the employer.

Article 11 – Rights of Stewards

- 11:01** "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.
- 11:02** Management recognizes the Union's right to select Stewards to represent their employees.
- 11:03** The Union agrees to provide the Employer with a list of Stewards and any subsequent changes. The Union shall provide appropriate identification for Stewards.
- 11:04** Employees/Stewards shall not conduct Union business during their work time.
- 11:05** Where a Steward considers that an urgent complaint requires an immediate investigation, he/she shall first obtain permission from the Senior Manager/Shift Manager before leaving his/her work and/or assigned area to investigate. Such permission shall not be unreasonably sought or denied.
- 11:06** Where a Steward investigates in accordance with 11:05 above, he/she shall suffer no loss of pay or benefits.
- 11:07** 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 for a period of time as mutually agreed between the parties during regular working hours. The time shall be established by agreement subject to operational requirements.

Article 12 – Joint Committees

- 12:01** Labour/Management Committee:
- a) The Employer and the Union agree that it is mutually advantageous for representation through a Labour/Management Committee. The Committee shall not be able to vary or modify any provisions of this Collective Agreement.

- b) The parties agree to the establishment of a Labour/Management Committee as mutually agreed by the parties.
- c) The Labour/Management Committee shall consist of a minimum of two (2) representatives from Labour and two (2) representatives from Management.

12:02 **Safety & Health Committee:**

- a) The Employer and the Union agree that it is mutually advantageous for representation through a Safety & Health Committee.
- b) The parties agree to the establishment of a Safety & Health Committee at Central Services, Video Lotto Division, and any additional committees as mutually agreed to 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) representatives of Management.
- d) Minutes of the Committee's meetings shall be posted on the workplace bulletin board.

12:03 Manitoba Liquor & Lotteries in consultation and cooperation with workplace safety and health committee, and/or representatives where they exist shall implement and maintain a safety and health program to prevent injuries and maintain a safe, healthy work environment that is compliant with applicable safety, health and environmental legislation.

12:04 Workers must take reasonable care to protect their safety and health and that of other persons who may be affected by their acts or omissions while at work. Workers must use, wear and maintain all devices, clothing and wear all personal protective equipment designated and provided for their protection as required by the applicable legislation and Manitoba Liquor & Lotteries policies & safe work procedures.

Article 13 – Disciplinary Action

13:01 An employee shall only be disciplined for just cause.

13:02 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.

13:03 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.

13:04 An employee may grieve disciplinary action in accordance with the Grievance Procedure.

- 13:05** Wherever possible, the Employer shall provide the Union Representative a copy of a written security investigation report used in a disciplinary action.
- 13:06** 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.
- 13:07** 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 **eighteen (18)** months, the Employer shall remove those disciplinary documents in an employee's file outlining a suspension as per the progressive discipline process.
- The date used to determine the removal of disciplinary documents will be the date of the incident upon which the discipline is based, provided that date is not more than one week from the date that the incident came to the awareness of management.
- The exceptions to the above relate to those issues dealing with Discrimination, Harassment, and Acts of Violence.
- 13:08** 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 Article 13:07.
- 13:09** 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 13:07.
- 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 14 – Grievance Procedure

- 14:01** 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).

- 14:02** Where the employee, the manager, the steward and/or union representative if in attendance cannot resolve the employee's complaint through process outlined in 14:01 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.
- 14:03** A grievance is defined as a complaint in writing concerning:
- a) The application, interpretation or alleged violation of an Article of this Agreement, or a signed Letter of Understanding, or a signed Memorandum of Agreement between the parties.
 - b) The dismissal, suspension, demotion or written reprimand of an employee.
- 14:04** Notwithstanding 14:03, 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.
- 14:05**
- 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.
- 14:06** 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 the 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.
- 14:07** 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.
- 14:08** Once a grievance has been filed it then becomes the property of the Union.
- 14:09** When a grievance cannot be presented in person, it may be transmitted by registered mail, courier, fax, and/or email. Timeline for appropriate next step will commence once the grievance is received by the Employer.

As per 14:01, 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 senior management as well as Human Resources 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 senior management and Human Resources representation, 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 15.

14:10

- 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 Union 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 a 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 the Grievance Hearing Stage of the Grievance Procedure.
- c) Where the parties fail to resolve a grievance under 14:10 (a) or (b), either party may refer the grievance to Arbitration.

14:11

The IBEW Grievance Committee shall be a standing committee composed of one (1) member of the Union plus the Union Business Manager and Assistant. The IBEW will provide the name of the Employee(s) that will be on the Committee. There may be more

than one member recognized on the Committee list due to shifts, but only one will attend any Grievance meeting, paid by the Employer.

Article 15 – Arbitration Procedure

- 15:01** Within twenty-eight (28) calendar days from the receipt of the decision at the 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.
- 15:02** If either party is requesting Arbitration as per 15:01 above, and/or Mediation as outlined in 15:08 below, then the following shall apply:
- a) Written notice shall be provided by either party and said written notice shall contain the party's proposal for the name of a prospective Mediator/Arbitrator with accompanying contact information.
 - b) If referred to a Mediator, the Arbitration Hearing dates shall be established independent of the mediation process. The Mediation process 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.
- 15:03** The Arbitrator shall render his/her decision in writing to the Union and the Employer.
- 15:04** Any of the time limits referred to above may be extended by mutual agreement of the parties hereto.
- 15:05** 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.
- 15:06** Each party shall bear the expenses of the Arbitrator equally.
- 15:07** The decision of the Arbitrator shall be final and binding on both parties, unless there is assertion of "Error in Law" which may require referral and clarification through the appropriate level of court.
- 15:08** Mediation
- a) In addition to the provisions outlined above, the parties to this Collective Agreement may, at any time, agree to refer one or more grievances to a single mediator for the purpose of resolving grievances in an expeditious and informal manner.
 - b) The Mediation process is a voluntary resolution process and non-binding. A designated representative of IBEW and a designated representative of the Employer, 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 15:01 above.

- 15:09** 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
- 15:10** 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 the grievance or arbitration proceedings or Manitoba Labour Board hearings related to the Employer.
- 15:11** Representatives of the Union and the Employer's 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 10 of the Collective Agreement.

Article 16 – Discrimination/Harassment

- 16:01** The Employer and the Union agree that discrimination and/or harassment should not occur in the workplace or in connection with the workplace.
- 16:02** The parties agree that "discrimination" is defined as:
- (a) differential treatment of an individual on the basis of an 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 (16:03); 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 (16:03); 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 (16:03).
- 16:03** Applicable characteristics for the purposes of section 16:02 (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 characteristic or circumstances.

16:04 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 16:03; 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 any 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) a reprisal or threat of reprisal for rejecting a sexual solicitation or advance.

16:05 Harassment does not include appropriate direction, delegation, or discipline administered by a member of Management or designate.

16:06 The Employer agrees to investigate allegations of discrimination/harassment and shall endeavor to resolve them in an expeditious and confidential manner.

16:07 The complainant will be updated by the Employer on the progress of the investigation.

16:08 There shall be no discrimination against any employees by the Employer or the Union because of Union activity.

16:09 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.

16:10 The Employer in the cooperation with the Union shall educate all staff on what constitutes discrimination and/or harassment and the nuances associated with this behavior.

16:11 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 17 – Civil Liability

17:01 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 a legal process, or upon receipt of any action of proceedings as herein before 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 proceeding 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 17:01 (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 18 – Employee Files

18:01 Upon written request of an employee, the Human Resources 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 Resources file and destroyed. Documents for removal and destruction are subject to the constraints imposed by the Collective Agreement, legislative requirements, the LRA, and the policies of the Employer.

Questions arising during the review as to what may be removed from any employee file will be directed to the Vice President, Human Resources or designate.

18:02 An employee may request a copy of specific documents on the employee's personnel file. This provision shall not be unreasonably requested or denied.

- 18:03**
- 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, Liquor & Gaming Authority and the policies of the Employer.
 - 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 Resources file in support of the discipline issued.
 - d) Employee recognition for a job well done will be copied and transferred to the employee's Human Resources file, with a copy provided to the employee concerned.

- e) An employee shall report any changes in name, address, phone numbers, etc. to Human Resources in writing, within ten (10) working days of the relevant changes. Human Resources will dispense 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 Liquor & Gaming Authority (LGA).
- g) Employees who are related or who become related (as per the definition of family defined in Manitoba Liquor & Lotteries Policy #HR-009) must declare these relationships to Human Resources using the Personal/Family Relationship Disclosure Form available on the intranet in an effort to proactively address potential conflicts of interest.

Article 19 – Resignations

- 19:01** 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.
- 19:02** 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.
- 19:03** 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.
- 19:04** Employees shall give written notice of their intention to resign as per the Employment Standards Act.
- 19:05** An employee may, with the approval of the Employer, withdraw the notice of resignation at any time before the resignation becomes effective.
- 19:06** Prior to an employee's last day worked, the employee will have the option of completing an exit interview.
- 19:07** Upon request, the Employer shall issue to the employee a hard copy Record of Employment (ROE). Otherwise, and in all cases, Payroll will send an electronic copy of the ROE to E.I. within the time limits as outlined under the Employment Standards Act/E.I. requirements.

Article 20 – Contracting Out

- 20:01** The Employer will not contract out work to contractors or vendors for work normally performed by anyone in this Agreement, while there are Full-time employees on layoff who have previously performed the work of the contractor or vendor.

20:02 No Full-time employees covered by this Collective Agreement shall suffer loss of regular hours of work as a result of contracting out work solely (or primarily) performed by the employee in that classification. Regular hours of work shall be set out in Article 29.

Article 21 – Technological Change

21:01 Section 83 through 85 inclusive, of the Labour Relations Act shall not apply during the term of this agreement.

21:02 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.

21:03 For the 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.

21:04 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 22 – Workers Compensation

22:01 Where an employee is unable to work as a result of a compensable injury incurred in the course of performing their regular duties, that employee shall apply for Workers Compensation benefits.

22:02 Where an employee is injured on the job and is required to leave for immediate 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.

22:03 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 Workers Compensation Board (WCB).

22:04 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 23 – Layoff and Recall

23:01 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.

- 23:02** Subject to this Article, the Employer shall determine the group of employees concerned within each classification from which employees are to be laid off.
- 23:03** 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.
- 23:04** 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;
- 23:05** An employee who is to be laid off and who has no displacement option within the employee's classification as a result of subsection 23:04 (a) may elect to displace the most junior employee 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 this classification. The displacement process in that classification will follow the provision of Section 23:04.
- 23:06** Notwithstanding the process required in Sections 23:04 or 23:05, 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.
- 23:07** Where the Employer is laying off an employee, notice of layoff or pay in lieu thereof will be given in accordance with the Employment Standard Act.
- 23:08** The Union will be provided a copy of the layoff notices issued to employees.
- 23:09** 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.
- 23:10** 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.

- 23:11** 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.
- 23:12** 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.
- 23:13** Where the temporary layoff of an employee is necessary. Sections 23:03, 23:04, and 23:05 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.
- 23:14** 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.
- 23:15** 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.
- 23:16** 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.
- 23:17** 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 reasonable re-employment opportunity at a lower rate of pay shall retain their recall rights under Section 23:14 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.

- 23:18** 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.
- 23:19** Employees on the recall list may be offered re-employment to other positions.
- 23:20** 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 (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 Procedure is final for such grievances and is not arbitrable.

Article 24 - Vacation

- 24:01** 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.
- 24:02** 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) An employee who has completed nineteen (19) or more years continuous service at the conclusion of the vacation year shall receive vacation leave (hours) at the rate of twelve percent (12%) of hours paid at the employees regular rate in the concluding vacation year, to a maximum of two hundred forty (240) hours. The vacation leave (hours) is to be taken in the next vacation year.

(f) Pro-rating Process

In each of b), c), d) and e) above, an employee shall be entitled to additional vacation (in the first vacation year following their 2nd, 5th, 9th and 19th anniversary) calculated as follow:

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

(g) 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.

- 24:03** Regular pay for each hour of vacation leave as per 24:02 (a), (b), (c), (d) and (e) is based on the employee's hourly rate at the time the vacation leave is taken.
- 24:04** With the 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.
- 24:05** Notwithstanding 24:04, 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.
- 24:07** During the first year of employment, prior to April, an employee may request and receive the employee's earned vacation leave.
- 24:08** (a) Vacation leave shall be granted on the basis of seniority and operational requirements.
- (b) Any grievances surrounding Section 24:08 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 24:08 is effective April 1, 2001.
- 24:09** 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.
- 24:10** 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.

24:11 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 scramble 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 Vice President, Human Resources or designate have confirmed any special arrangements in writing.

Article 25 – Transportation

25:01 Where an employee is authorized to use his/her privately owned vehicle on the Employer's business, he/she shall be reimbursed as follows:

EFFECTIVE October 1, 2013

For Employees Resident

	<u>South of 53rd</u>	<u>North of 53rd</u>
(a) Privately owned vehicle rates October 1, 2013	43.0 cents/km	47.4 cents/km
(b) the use of a privately owned motorcycle, shall be reimbursed at the following rates: October 1, 2013	24.2 cents/km	26.5 cents/km
(c) distance is that accumulated in the fiscal year – April 1 to March 31.		

EFFECTIVE APRIL 1, 2020	Rate/km is subject to rates established by the Province of Manitoba (Master Agreement)
EFFECTIVE APRIL 1, 2021	Rate/km is subject to rates established by the Province of Manitoba (Master Agreement)
EFFECTIVE APRIL 1, 2022	Rate/km is subject to rates established by the Province of Manitoba (Master Agreement)
EFFECTIVE APRIL 1, 2023	Rate/km is subject to rates established by the Province of Manitoba (Master Agreement)

25:02 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.

25:03 The official rates throughout these Articles are those expressed in kilometres and cents per kilometres. An employee converting mileage to kilometres for the purpose of filing a claim, should multiply the total number of miles at the end of the month or expense claim period by one and six-tenths (1 6/10). The resultant figure should be rounded to the nearest kilometre.

25:04 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.

- 25:05** 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.
- 25:06** Upon the request of an employee working within a Casino (Club Regent or McPhillips Station Casinos) Security shall provide an escort to the employee's vehicle at the earliest available time.

Article 26 – Training

- 26:01** 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 30 for all hours of instruction required in addition to the employee's regularly scheduled shift hours.
- 26:02** 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.
- 26:03** 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.

Article 27 – Uniforms and Protective Clothing

- 27:01** 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 in keeping with the Workplace Safety and Health legislation.
- 27:02** 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.
- 27:03** 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 purchasing approved safety footwear. The allowance shall be up to one hundred and fifty dollars (\$150). The used footwear must be returned to the Employer.
- If an employee elects not to utilize the \$150 eligible allowance during any given fiscal year (i.e. does not purchase safety footwear), the \$150 may be carried over to the next fiscal year. This may be done for up to a maximum of two (2) years and three hundred dollars (\$300).

- 27:04** 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 the Employer as developed by Human Resources; and
 - c) the employee must have purchased safety footwear specifically for employment with the Employer.
 - d) the employee must return his or her most recently purchased safety footwear for recycling or donation to a charitable organization.
- 27:05** 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.
- 27:06** All IBEW members covered by this Collective Agreement may wear an IBEW pin. The pin must be approved by the Vice President, Human Resources or designate.

Article 28 – Seniority

- 28:01** “Seniority” is defined as an employee’s accumulated regular hours worked under the terms and conditions of this Collective Agreement. For the Purposes of the 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;
 - e) periods of maternity leave and/or parental leave;
 - f) periods of adoptive parent leave;
 - g) any leave of approved Short Term Disability (STD) or Long Term Disability (LTD);
 - h) leave of absence with pay;
 - i) where an employee is unable to work and is in receipt of an income replacement indemnity from MPI;
 - j) approved leave 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.

28:02 An employee will lose all seniority when the employee leaves employment through:

- a) resignation;
- b) retirement;
- c) dismissal and not reinstated;
- d) permanent layoff

28:03 The seniority list will be prepared by January 31 each year by the Employer based on service up to and including the last pay period of the previous year. The list will be posted at the appropriate work locations and a copy forwarded to the Union.

28:04 a) A full-time or part-time employee who is converted to casual is covered only by the terms and conditions of Article 43 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 an employee does not accumulate credit for hours worked as a casual employee, the employee shall not lose credit for the hours already accumulated. The employee will also retain, but will not be able to utilize earned DLT credits, sick leave credits or service for vacation purposes, unless the employee is subsequently reconverted to full-time or part-time status.

b) A casual employee who is converted to part-time or full-time status is considered a new-hire and must complete the standard probationary period as per Article 9 however, credit for accumulated hours will be awarded following the completion of the probationary period.

28:05 An employee assigned to a temporary assignment outside the scope of this Agreement may during the first twelve (12) months of such assignment, return to their primary position/classification within this Unit with no loss of seniority.

Where a temporary assignment outside the scope of this Agreement exceeds twelve (12) months, the employee may upon completion of the assignment, return to their primary position/classification. In such instances, the employee will not accrue seniority hours past the 12 month period of leave.

Refer to Memorandum of Agreement # 2 regarding compounding.

Article 29 – Hours of Work

29:01 Hours of work shall be as assigned by the Employer. The Employer shall only pay for hours worked which will include fifteen (15) minute rest periods but exclude thirty (30) minute meal breaks.

29:02 An employee who works for five (5) or more consecutive hours, will be provided an unpaid meal period of one-half (½) hour.

- 29:03** An employee who works a minimum of four (4) consecutive hours shall receive one fifteen (15) minute rest period for each period so worked.
- 29:04**
- 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 shift schedules including a revised schedule shall have a minimum break of ten (10) hours between any scheduled hours of work.
- 29:05** The parties hereto agree to the following terms and conditions with respect to changing of 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 ½ x's) for all hours worked for the first shift which varies from the posted schedule.
- 29:06** 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.
- 29:07** 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.
- 29:08** 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.
- 29:09** Flexible Hours

Where appropriate and approved by Management, flexible hours may be an option within a Department and classification.

Flexible hours if approved will follow the guidelines established.

29:10

Shift Bidding - Guidelines

Shift bidding will provide staff with the opportunity to select which shift (day/swing/nights) they prefer to work for the 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 the Employer. 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 site 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 item #2 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 29:10 #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 30 – Overtime

- 30:01** 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".
- 30:02**
- 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) 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.
- 30:03** Employees shall receive overtime compensation at the rate of one and one-half (1½ x's) times their regular rates for all overtime hours worked.
- 30:04**
- 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.
- 30:05**
- 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 30:05 (a) shall not be unreasonably denied by the Employer.
- 30:06** 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) hour per day or forty (40) hours per week shall not be considered overtime.
- 30:07**
- 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 (1½ x's) times the employee's 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 30:02 (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 31 – Holidays

31:01

- (a) The following are recognized holidays:

New Year's Day	Labour Day
Louis Riel Day	Thanksgiving Day
Good Friday	Remembrance Day
Easter Monday	Christmas Day
Victoria Day	Boxing Day
Canada Day	Any other Holiday as
Terry Fox Day	proclaimed by Federal or
(Civic Holiday)	Provincial Statute

- (b) Unless otherwise agreed between the Employer and the Union, employees covered by this agreement whose primary work location is a Casino, may be required to recognize Easter Sunday instead of Easter Monday and Christmas Eve instead of Boxing Day.

31:02

Clarification of Holidays for the Bargaining Unit Employees who work Monday to Friday:

- a) When an employee works Monday to Friday and the stat holiday falls on a scheduled day of work, the offices are closed so the employee gets the day off with pay.
- b) If the stat holiday falls on a weekend (a scheduled day off), Monday is usually the recognized day in lieu and the offices are closed so the employee gets Monday off with pay.
- c) If the employee is required to work Monday and Monday is the stat holiday, the employee is compensated at time and one half for all hours worked that day and a day in lieu. A day in lieu will not exceed eight (8) hours.
- d) If the employee is required to work Monday and the stat holiday was on the weekend, the employee gets paid their regular pay for working the Monday and a lieu day for the stat.

Employees who work shifts:

- a) If an employee is scheduled to work the stat and they are not required to work it because their work location is closed, they get the day off with pay.
- b) If they are required to work it, they get compensated at time and one half for all hours worked that day and a day in lieu.
- c) If an employee is not scheduled to work the stat, they get a day in lieu. A day in lieu will not exceed eight (8) hours.

31:03 For the purpose 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.

31:04 Christmas Eve Day

- a) Subject to 31:01 (b), employees shall be entitled to cease work at one o'clock in the afternoon on December 24 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 when that day falls on a Monday through Friday inclusive, such employee shall be entitled to one-half (1/2) day of compensation leave with pay to a maximum of four (4) hours.

31:05 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.

31:06 Deviations from what is outlined in the Collective Agreement can only take place if the IBEW Union Representative and the Vice-President, Human Resources or designate have confirmed any special arrangements in writing.

Any deviations from what is outlined in the Collective Agreement must be requested thirty (30) days prior to any change taking place.

31:07 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 32 – Dual Rate Status

- 32:01** Dual Rate Status refers to an employee temporarily assigned to another classification (example: Supervisor, Shift Manager).
- 32:02** Where an employee is acting outside of this Collective Agreement, it is understood that their duties and responsibilities are not the subject of this Collective Agreement. The Employer will make efforts to ensure that scheduled hours in the Dual role will be equalized over a reasonable period. It is understood that this is subject to both operational considerations and the skill and ability to perform the available work and employees must identify to the Employer where they have concerns over the scheduling so that these may be addressed.
- 32:03** At any point, if the employee and the Employer agree or if the employee is not meeting the Employer's expectations as a Dual Rate, the employee will have their Dual Rate status discontinued.
- It is agreed that where an employee has agreed to act as a Dual Rate, the Employer will ensure that this person is identifiable as a Dual Rate to the employees in the bargaining unit.
- 32:04** In selecting vacation, it is understood that Dual Rates should select independently of their primary position as this role forms part of the system of ensuring that there is adequate coverage. This system will have regard to their seniority in the primary role.
- 32:05** A Dual, when requested to move to a dual position while at work, shall remain in the dual position for the balance of his or her shift. The exception is when the Dual employee is providing break coverage.
- 32:06** The application of rate of pay for an employee who is in dual status will ensure that one full step be applied to the rate of pay for the hours worked in a dual capacity as compared to their primary rate of pay.
- Employees who have Dual Status will have their dual rate adjusted to the next step of the appropriate wage scale following 2080 hours worked or thirty-six (36) months worked in a dual role.

Article 33 – Discretionary Leave Time (DLT)

- 33:01** 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.

33:02 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, 2020	eighty (80) hours
April 1, 2021	eighty (80) hours
April 1, 2022	eighty (80) hours
April 1, 2023	eighty (80) hours

DLT hours may be used in cases of illness and those family emergencies which necessitate the presence of the employee.

33:03 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 33:02 above.

33:04 Discretionary Leave Time credits may also be pre-booked for personal matters subject to management approval.

33:05 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.

33:06 Discretionary Leave Time may be accumulated (banked) to a maximum of four hundred (400) hours.

33:07 At the Employee's discretion, Discretionary Leave Time may be paid out **other than the last pay period in the fiscal year that includes March 31st**. However, the maximum cash out shall not exceed forty (40) hours in a fiscal year.

33:08 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 as a bridge to the Corporation's Short Term Disability program.

An Employee no longer in the former Sick Leave Plan and still having "Sick Leave" banked time available for use will deplete this time prior to using any other form of banked time that may be available to cover his or her illness and for up to 14 days to cover the waiting period for Short Term Disability benefits.

33:09 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.

33:10 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.

- 33:11** 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.
- 33:12** Where an Employee is unable to work and is in receipt of an Income Replacement Indemnity (IRI) from Manitoba Public Insurance, the Employee may elect to be paid an additional amount, which when combined with the IRI 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 IRI, and such additional payment shall be payable until the Employee's accrued sick leave credits have been exhausted.
- 33:13** **To clarify the existing practice, annual deposits into Discretionary Leave Time banks occurs when the pay period including April 1st is processed, provided the employee's status is active; otherwise time banks will be populated upon their return to active service.**

Article 34 – Compassionate Leave

- 34:01** An employee shall be entitled to compassionate leave for 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, brother, sister or grandchild.
- 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.
- 34:02** An employee shall be entitled to compassionate leave of three (3) scheduled shifts leave in the event of the death of a ward of the employee, or relative permanently residing in the employee's household or with whom the employee permanently resides.
- 34:03** An employee shall be entitled to one (1) scheduled shift leave to attend the funeral or confirmed memorial service of an employee's son-in-law, daughter-in-law, brother-in-law, sister-in-law, aunt, uncle, niece, nephew, or grandparent.
- 34:04** 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 or confirmed memorial service as a pallbearer.
- 34:05** An employee shall be entitled to an additional two (2) scheduled shifts leave, requested for the purpose of attending a funeral or confirmed memorial service at a distance of 250 km or more, each way.
- 34:06** For the purposes of interpretation, an employee shall only be eligible under 34:03, 34:04 and 34:05, where the employee was scheduled to work. Compassionate leave as outlined in this Article shall be utilized for consecutive shifts, unless otherwise agreed to by the parties.

- 34:07** Where there is cause for concern the Employer, may at its discretion, require an Employee to provide proof of the need for compassionate leave.

Article 35 – Adoptive Parent Leave

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

Article 36 – Birth Leave

- 36:01** An employee who is not the birth mother shall be granted one (1) scheduled shift leave with pay, to attend to the needs directly related to the birth of the employee's child. At the employee's option, such leave shall be granted on the day of, or the day following the birth, or the day of the child's birth mother's admission to, or discharge from hospital.
- 36:02** The Birth Leave referred to in 36:01, shall be calculated by multiplying eight (8) hours times the pro-rating factor.

Article 37 – Maternity Leave

- 37:01**
- 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"

- 37:02** In order to qualify for Plan "A", a pregnant employee must:
- a) have completed six (6) continuous months of employment with the Employer;
 - b) submits to Employer an application in writing for leave under Plan "A" at least four (4) weeks before the day specified by her in the application as the day on which she intends to commence such leave; and
 - c) provide the Employer with a certificate of a duly qualified medical practitioner certifying that she is pregnant and specifying the estimated date of her delivery.

- 37:03** 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 37:02 (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 37:02 (c), and the actual date of delivery, if delivery occurs after the date mentioned in the certificate;
 - c) the Employer may vary the length of maternity leave upon proper certification by the attending physician.
- 37:04**
- 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 37:04 (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"

- 37:05** 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 Service Canada and limited to Maternity Leaves commencing on or after that date, the provisions of Plan "B" will come into effect.
- 37:06** In order to qualify for Plan "B", a pregnant employee must:
- a) have completed six (6) 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 Service Canada has agreed that the employee has qualified for and is entitled to such Employment Insurance benefits pursuant to Section 22, Employment Insurance Act.
- 37:07** An applicant for Maternity Leave under Plan "B" must sign an agreement with the Employer 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 38, 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 38, 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.

37:08 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 week an employee shall receive ninety three percent (93%) of her weekly rate of pay **and in the week following the last week of her E.I. benefits.;**
- 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 37:09, shall be on a leave without pay basis.

37:09 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.

37:10 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 38 – Parental Leave

38:01 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.

38:02 An employee who qualifies under 38:01 must:

- a) have completed six (6) continuous months of employment with the Employer;
- b) submits 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.

38:03 An employee who qualifies in accordance with 38:01 and 38:02, is entitled to Parental Leave without pay for a continuous period of up to **sixty three (63) weeks.**

38:04 Subject to 38:05, 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.

38:05 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 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.

40:02 **Where an employee is successful for a Temporary Assignment, the employee's primary position shall determine benefits eligibility and availability of time banks. Primary position means the position the employee held at the beginning/start of the Temporary Assignment.**

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)** An employee's anniversary date shall be the date on which the employee commenced Full or Part-time employment, or as outlined below.
- b)** Where an employee is promoted and receives an increase of six percent (6%) or greater, his/her anniversary date shall be the date on which the employee commenced his/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 as per Article 41:04; he/she 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 day 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 day of the month following the granting of this merit increase.

41:07 Where an employee has been denied a merit increase on his/her 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 senior management. The decision of senior management shall be grievable, but not arbitrable.

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 work shall be regular hours exclusive of overtime hours worked.

Article 43 – Casuals

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

- (a) Article 2 - Definitions - With the exception of 2:02 (continuous service)
- (b) Article 3 - Recognition

- (c) Article 4 - Management Rights
- (d) Article 5 - Union Security
- (e) Article 8 - Duration
- (f) Article 10 - Union Business
- (g) Article 11 - Rights of Stewards
- (h) Article 12 - Joint Committees
- (i) Article 13 - Disciplinary Action
- (j) Article 14 - Grievance Procedure - Applicable to Casual employees only in reference to Article 43
- (k) Article 15 - Arbitration Procedure
- (l) Article 16 - Discrimination/Harassment
- (m) Article 17 - Civil Liability
- (n) Article 18 - Employee Files
- (o) Article 22 - Workers Compensation
- (p) Article 25 - Transportation
- (q) Article 27 - Uniforms & Protective Clothing
- (r) Article 29:01, 29:02, 29:03, 29:06 (c) - Hours of Work
- (s) Article 30:01, 30:02 and 30:03 - 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 day 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 forty-eight (48) hours notice to cancel their commitment to the shift or arrange a shift switch with an employee qualified to perform their duties within their classification. A shift switch cannot result in any additional expense to the Employer.

43:04 Abandonment of Shift/Non-Contact with the Employer

- (a) In the case where a Casual employee has not reported for work, or contacted the Employer, the following process will be adhered to:
 - (i) The Employer will contact the employee at the last known phone number;
 - (ii) If this is unsuccessful, a letter will be couriered/express mail, and a meeting will be requested with the Casual employee. The employee has fourteen (14) days to respond to the letter; and
 - (iii) When contact cannot be made, an additional letter shall be couriered/express mail, indicating that the employment relationship has been severed.

Restricted Availability

- (b) Should a Casual employee limit or restrict their availability:
 - (i) A meeting will be scheduled with management to discuss improved availability and options;
 - (ii) If there is no improvement made in the availability of a Casual employee, a letter will be couriered /express mail, to the last known residence severing the employment relationship.
- (c) The Union 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. Example, twenty (20) hours overtime worked at one and one-half (1½) 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 30 – 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 a.m. Sunday, and/or 7:00 p.m. Sunday and 6:00 a.m. Monday, shall receive the weekend shift premium of one dollar (\$1.00) for all 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 30 - 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 45:01).

Article 46 – Standby

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

- a) For each twenty-four (24) hour period or less of standby on a regular working day 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 shall 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 29, 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 Appraisals

- 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 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 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 Liquor & Gaming Authority under THE LIQUOR AND GAMING CONTROL ACT requires that employees of Manitoba Liquor & Lotteries pay a registration fee to the Gaming Authority and such fee must be forwarded directly to the Gaming Authority by the Employer.
- 48:02** The Employer shall pay the registration fee for current employees.
- 48:03** The Employer shall pay the registration fee when a new employee is hired.

- 48:04** The Employer 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/LGA 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/LGA registration, there will be a ten dollar (\$10.00) replacement charge. The photo identification card/LGA registration is considered Employer property. A lost or stolen photo identification card/LGA registration must be reported immediately to Security.

Article 49 – Severance Pay

- 49:01** 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.
- 49:02** For the purposes of this Article, continuous employment means consecutive and contiguous days, weeks, months and/or years of employment with the Employer 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 50 – Recruitment and Promotion

- 50:01** 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.
- 50:02** 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.
- 50:03** a) The selection of employees for vacant positions which are bulletined shall be based on employee performance, qualifications, **(which may include an interview)** and seniority.
- Seniority shall be the determining factor when qualifications are relatively equal.
- b) The selection of employees for vacant or new positions shall be bulletined and selection based on qualifications, seniority and individuals not having active discipline on file as per Article 13:08 or being at Step Two (2) or higher of the Attendance Management Program.
- Seniority shall be the determining factor where qualifications are relatively equal.
- 50:04** 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.

- 50:05** Any disputes regarding this article may be grieved at the Grievance Stage Hearing Procedure.
- 50:06**
- 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 where possible, 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 within the bargaining unit. 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.
- 50:07** 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 ninety (90) 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 23 – Layoff and Recall;
 - d) When an employee is transferred to a vacant or new position for medical reasons;
 - e) When an employee is placed into a vacant or new position following his/her return from sick leave or long term illness and for medical reasons cannot return to his/her former position, or his/her former position has been filled; or his/her former position has been abolished; or
 - f) When an employee is transferred to a vacant or new position by reason of “duty to accommodate”, as per the Human Rights Code of Manitoba.
 - g) When an employee within the same classification requests a transfer in writing, subject to management approval, and as per the transfer opportunity process 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. **The Union will be notified if/when this occurs.**
 - i) When the Employer wishes to transfer for developmental purposes or when operational changes/requirements provides for the transfer of staff within a specific classification.

50:08 The Employer and the Union acknowledge, recognize and endorse the principle of Employment Equity and therefore agree with the criteria that has been developed to facilitate the selection, hiring, training and promotions of designated groups, i.e. women, aboriginal people, persons with disabilities and visible minorities.

The parties will meet twice per year to discuss Employment Equity principles according to the Employer'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 Employer and the Union will work together to remove systemic barriers to effectively enable designated group members to compete equitably.
- To attain a representative workforce of the composite population.

50:09 **Transfer Opportunity Process**

When an employee wishes a transfer within his/her specific position description, 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 position description 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 13 (13:08) 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 or posted if necessary.
5. A transfer cannot be in violation of any Employer 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 51 - Medical

51:01 The Employer may offer modified duties and/or reduced hours to accommodate an Employee requesting sick leave and the Employee will cooperate in this process, (health) restrictions permitting.

- 51:02**
- 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 and 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 52 – Addictions

52:01

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 designate's 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.

ARTICLE 53 – EMPLOYEE BENEFITS

The Employer is the sponsor of a closed defined contribution *pension* plan with Great-West Life Assurance and is an employer to which The Civil Service Superannuation Act (the "Act") applies and participates in a defined benefit *pension* plan under the Act.

All new employees covered by this Agreement shall participate in The Civil Service Superannuation Fund (the "Fund") according to the eligibility and contribution rates set out in the Act.

In the event that the employer is no longer an employer to which the Act (or any successor legislation) applies, then the pension benefits accrued to that date, for those employees covered by the Agreement and who were participating in the Fund as at that date, shall remain in the Fund. Further, in the event that the employees covered by the Agreement are no longer eligible to continue participating in the Fund, the employer will provide a pension plans with terms and benefits that are comparable in the aggregate with those offered by the Fund.

Full-time and Part-time employees are eligible for Employee health benefits. Casual employees are not eligible. Full-time and part-time term employees are eligible for benefits after one year of service. Term employees are not eligible for MLC Group Life Insurance coverage. Details on eligibility and coverage for all plans are listed in individual benefit pamphlets.

Flexible Health & Dental Plan

	OPTION 1	OPTION 2	OPTION 3	OPTION 4	OPTION 5
HEALTH					
Travel Health	100%	100%	100%	100%	100%
Armb/Hosp.	100%	100%	100%	100%	100%
Pay Direct Drug Card	No Drug Coverage	50%	80%	80%	90%
▪ Dispensing Fee Cap		-	-	-	\$7.00
▪ Deductible		Equal to Disp Fee	-	\$5.00/claim	-
▪ Annual Maximum		Pharmacare Integration	Pharmacare Integration	\$800/yr/contract	Pharmacare Integration
Paramedical	No Paramedical Coverage	50% to combined maximum of \$500/yr			90% to combined maximum of \$500/yr
▪ Chiropractor			-	80% to \$350/yr	
▪ Massage Therapy			-	80% to \$350/yr	
▪ Physiotherapy			80% to \$350/yr	80% to \$350/yr	
▪ Psychologist			80% to \$350/yr	80% to \$350/yr	
▪ Other Paramedical *			80% to \$350/yr/practice	80% to \$350/yr/practice	
Visioncare	No Coverage	50% to combined maximum of \$250/2 yrs (Employee only)	80% to combined maximum of \$150/2 yrs	80% to combined maximum of \$325/2 yrs	100% to combined maximum of \$325/2 yrs
▪ Eye Exams					
▪ Eyewear					
Private Duty Nurse	No Coverage	50% to \$3,000/yr	80% to \$3,000/yr	80% to \$3,000/yr	100% to \$5,000/yr
Hearing Aids (both ears combined)	No Coverage	50% to \$500/5 yrs	80% to \$500/5 yrs	80% to \$500/5 yrs	100% to \$700/5 yrs
Foot Orthotics	No Coverage	50% to \$350/yr	No Coverage	80% to \$200/yr	No Coverage
Other	No Coverage	50%	80%	80%	90%
DENTAL					
Basic	No Coverage	100%	80%	80%	100%
Major		NI	50%	60%	70%
Basic/Major Maximum		\$1,700/yr	\$1,700/yr	\$1,700/yr	\$1,700/yr
Orthodontic (Child & Adult)		NI	NI	50%	50%
Orthodontic Maximum		N/A	N/A	\$1,700 lifetime	\$2,100 lifetime
HEALTH SPENDING ACCOUNT	\$1,750	\$775	No Coverage	\$250	\$425

* Acupuncture, Athletic Therapy, Audiology, Cardiac Rehab., Naturopath, Osteopath, Dietician, Podiatrist, Speech Therapy.

Note:

- The above plan is 100% Employer Paid
- Both full time and part time employees are immediately eligible to participate in the above plans.
- Full time term employees and part time term employees, **whose term is one (1) year or more**, are eligible for coverage after six (6) months of service.
- Casual employees are not eligible to participate in this plan.
- Details on eligibility and coverage for all plans are listed in the benefits pamphlets.
- **Employees can change Flex Plan options every two (2) years, and may also change their option before the two (2) year interval if a need arises due to a major life event, which may include, marriage; divorce; birth of a child; death of a partner/spouse, or dependent; retirement of a partner/spouse; or job loss of a partner/spouse.**

53.1 Dental Plan

Eligibility requirements and details of the Flexible Health & Dental Plan are as outlined in Article 53 of the Collective Agreement.

53.2 Vision Care Plan

Eligibility requirements and details of the Flexible Health & Dental Plan are as outlined in Article 53 of the Collective Agreement.

53.3 Drug Plan

Eligibility requirements and details of the Flexible Health & Dental Plan are as outlined in Article 53 of the Collective Agreement.

53.4 Health Spending Account

Health Care Spending Account limits are outlined in Article 53 of the Collective Agreement.

Employees will be able to apply for reimbursement of eligible health care and dental expenses for themselves and their dependents.

Eligible expenses include professional medical services, dental services, prescription drugs, eyeglasses, etc. that are considered tax deductible by Canada Revenue Agency but are not covered by any other plan.

Employees and their dependents will not be eligible for reimbursement if expenses are recoverable from another source (Extended Health Plan, Dental Plan, Pharmacare, provincial health insurance or any other medical plan). The dollars in the Health Spending Account must be used in the benefit year in which they are allocated. There will be no carryover of Health Spending Account dollars into the next benefit year. Upon submission of a claim, employees will be reimbursed for expenses incurred in the benefit year. If the Health Spending Account balance for the current benefit year has been used up, and an employee has outstanding eligible expenses, these expenses may be carried forward to a maximum of ninety (90) calendar days into the next benefit year for reimbursement.

Claims submitted will be paid through the basic plan first. Any unpaid balance from any eligible plan will be held until the Insurer receives a Health Spending Account Payment Form authorizing the Insurer to reimburse the eligible employee. Claims that are only eligible under the Health Spending Account can be submitted along with receipts on a completed Health Spending Account Claim Form from the Insurer.

Claims will be paid once per month upon accumulation of fifty dollars (\$50.00) in expenses.

53.5 Ambulance & Hospital Semi-Private Plan

Eligibility requirements and details of the Flexible Health & Dental Plan are as outlined in Article 53 of the Collective Agreement.

53.6 Group Life Insurance

Eligible full time and part time employees will be provided with flex credits to purchase coverage. Life Insurance options available include 1, 2, 3, 4 or 5 x salary.

Term and Casual employees are not eligible to participate in this plan.

53.7 Long Term Disability Plan

Full time and part time employees will be eligible for Long Term Disability (LTD) coverage.

Eligible full time and part time employees will be provided with flex credits to purchase coverage. Options available include: 2-year plan; 5-year plan; to age 65 plan. Upon claim approval, coverage is 70% of salary to a maximum of \$6,000 per month. LTD coverage and payments will cease at the time of eligibility for an unreduced pension.

Term and Casual employees are not eligible to participate in this plan.

53.8 Short Term Disability Plan

Eligible full time and part time employees having attained 3 months of continuous service, upon claim approval, will be covered for 80% of their pre-disability salary for a period of 180 days inclusive of the two (2) week waiting period.

Term and Casual employees are not eligible to participate in this plan.

53.9 Critical Illness Coverage

Eligible full time and part time employees will be provided with flex credits to purchase coverage. Critical illnesses covered are specified in the Insurer's policy. Coverage options include:

- (a) no coverage; or
- (b) \$10,000.

Term and Casual employees are not eligible to participate in this plan.

53.10 Blue Net Card

Details of the Blue Net Cards are as outlined in the Flexible Health & Dental chart in Article 53 of the Collective Agreement.

Optional Employee Paid Plans

Eligible full time and part time employees will be able to apply for voluntary, employee paid coverage in the Flexible Voluntary Plans as provided by the Employer. Premiums for coverage in any of the Voluntary Benefit Plans are one hundred percent (100%) employee paid.

Retiree Health Spending Account

Effective February 18, 2015, the Employer agrees to provide a Retiree Health Spending Account (RHSA) in the amount of five hundred dollars (\$500) per year for those full time employees who are retiring and four hundred dollars (\$400) per year for those part time employees who are retiring. Employees must be at least 55 years of age with a minimum of ten (10) years of service in order to qualify for the Retiree Health Spending Account.

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, providing such a child is dependent on the employee for support.
- 1:04** There is a presumption of marriage evidenced by cohabitation. 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 Employer 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 Employer 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 specifically 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 dependents 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

Effective March 23, 2013

<u>Location</u>	<u>Dependent</u>	<u>Single</u>
The Pas	\$106.40	\$65.02
Thompson	\$169.38	\$119.01

MOA #1 – Rounding of Vacation Accruals

Effective once the new HR System is implemented (date to be confirmed), vacation leave will be calculated in actual time and the rounding outlined in 24:02 (g) (i) and (ii), above, will no longer be required.

MOA #2 Compounding For Time Out Of IBEW Jurisdiction

As per Article 28 Seniority, IBEW members may spend up to 12 months outside the scope of this Agreement with no loss of seniority hours. To clarify, a member will continue to accrue seniority within the IBEW unit for up to the first 12 months.

If served consecutively, IBEW members must return to the IBEW jurisdiction before exceeding 12 full months to avoid losing seniority hours.

If they exceed 12 months, the employee will not accrue seniority for the number of hours beyond 12 months, but will retain their already accrued seniority up to that point.

For calculation purposes, each time an employee begins working outside of the IBEW jurisdiction on a temporary assignment we will subtract, from the twelve month allowance, any time spent outside our jurisdiction in the previous year. This method of calculation will always be used each and every time an employee leaves to determine how much time can be spent outside the jurisdiction with no loss of seniority hours.

MOA #3 – MEALS AND MISCELLANEOUS EXPENSES

MEALS ELIGIBILITY FOR CLAIMS

1:01 Breakfast/Lunch/Dinner Expense Claims

An employee may only claim for the cost of meals when they are outside the metropolitan or urban area within which they work and:

- (a) The employee has been traveling for more than one (1) hour on the Employer's business before the recognized start of the employee's work day, or
- (b) The employee is away from the employee's normal place of work disrupting the employee's normal mid-day or mid-shift meal arrangements, or
- (c) The employee has been traveling on Employer business and is not expected to arrive back to the employee's residence before 7:30pm.

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

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 meal claims except as provided in this Article shall be paid.

1:02 Video Lotto & Lottery Sales

The Employer agrees to continue the current practice of providing meal 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 may 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 article 1:01 above.

1:03 Travel Status Claim

For each full day in travel status an eligible employee may claim the Per Diem Allowance in lieu of individual meal claims to cover the cost of purchased meals.

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:

Individual Meals

	Breakfast	Lunch	Supper	Per Diem
(a) in areas covered by remoteness allowance April 1, 2013	\$8.35	\$10.35	\$17.90	\$36.60

	Breakfast	Lunch	Supper	Per Diem
(b) in all other areas April 1, 2013	\$7.85	\$9.85	\$16.70	\$34.40

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 maximum may be claimed if supported by a receipt.

2:03 Employees will not be eligible for a meal allowance (per diem) in circumstances where a meal is provided and no cost is therefore incurred by the employee.

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 \$4.80 per day effective April 1, 2007, and \$5.30 effective April 1, 2012 and \$5.80 effective April 1, 2013.
- (b) at least three and a half (3 1/2) 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 under Article 2 – Meal Expenses – Travel Within the Province.

INCIDENTALS ALLOWANCE

- 4:01** An employee who is in travel status may claim incidentals allowance for each night of:
- (a) commercial accommodation of \$4.60
 - (b) non commercial accommodation of \$3.20
- 4:02** The incidentals allowance covers reimbursement for all incidentals expenses except as provided in Article 6 – Miscellaneous Expenses During Travel.

INCREASES TO RATES

- 5:01** The rates in Article 2 Meal Expenses – Travel Within the Province, Article 3 – Meal Allowances During Overtime Work, and Article 4 Incidentals Allowance will be determined by the Manitoba Government 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 traveling on Employer 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 month 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 in the city or town involved;

- (b) An employee is entitled to claim the cost of long distance telephone calls up to a maximum of \$4.78 for each period of three (3) consecutive nights away from the employee's residence on Employer 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 Employer vehicle this cost should be evaluated at the per kilometre rate applicable for personal distance traveled for that class of vehicle.

ACCOMMODATIONS

- 8:01** Employees traveling on Employer 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 Employer business involving travel and accommodation with the approval of the branch head.

MOA #4: Seniority While on Layoff

Due to the COVID-19 Pandemic, the Employer has instituted temporary layoffs in April 2020.

- 1. These temporary layoffs affected both full-time and part-time employees. The parties agree to deal with their seniority while on the above noted temporary layoffs as follows:**
 - i. Full-time employees: shall have 40 hours per week added to their seniority during all periods of temporary layoff beginning in April 2020 (or pro-rated portion thereof for incomplete weeks of layoff) as if they had worked the hours as “accumulated regular hours worked pursuant to Art. 28.01(a) of the Collective Agreement**
 - ii. Part-time employees: shall have 40 hours bi-weekly, added to their seniority during all periods of temporary layoff beginning in April 2020 (or pro-rated portion thereof for incomplete weeks of layoff) as if they had worked those hours as “accumulated regular hours worked” pursuant to Art. 28.01(a) of the Collective Agreement.**
- 2. The Parties agree that recalls from layoff shall be in order of seniority, by classification and by site/area;**
- 3. The Parties agree that should future temporary layoffs be required, specifically due to the COVID-19 Pandemic, seniority will be accumulated as noted in 2 (i) and 2 (ii) above;**
- 4. This agreement cannot result in additional cost to the Employer;**
- 5. This Agreement is without prejudice, without precedent, and cannot be used and/or relied upon in any subsequent proceedings, except a proceeding dealing with an alleged breach of this Agreement.**

LOU# 1 – Term Employees

The parties hereby agree to an employee type referred to as "Term Employee". This type of employment will form part of the current Collective Agreement. A term employee may only be hired if the Employer can not fill the position through the internal hiring process.

1. "Term Employee" means an employee hired for a specific term of employment. The term of employment may be based on a specific period of time or the completion of a specific job or until the occurrence of a specified event.
2. An employee successful for a term assignment will be informed in writing as to the duration of the term.
3. At the conclusion of the term assignment the individual will have his/her employment terminated. The Employer will not be required to provide any notice or payment in lieu thereof.
4. A term employee will accrue vacation credits and as per the Collective Agreement immediately upon being placed into the term position.
5. A term employee shall be employed for a period of one (1) year or less. This time period may be extended by mutual agreement of the Employer and the IBEW.

LOU # 2 – Money Purchase Plan (Pension Plan)

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

Date	Employer Contribution	Employee Contribution
September 30, 2012	5.0%	3.0%

Employees may choose to voluntarily contribute beyond the above noted Employee Contribution percentages.

**LOU # 3 – Re: Statutory Holiday Time Bank for Casual Employees in Temporary Assignments
(TA's)**

Within the first year after ratification, the Employer agrees to review the current process of banking statutory holidays as it pertains to the possibility of banking statutory holiday time in time banks for Casual employees working in a Full Time Temporary Assignment for greater than one (1) year.

The parties will meet to discuss the results of the review. The meeting shall include no more than two (2) representatives from each the Union and the Employer, which includes the Union staff representative.

LOU # 4 Re: Recruitment and Promotion

Within the first year after ratification, the Employer agrees to review screening practices as it pertains to how Bargaining Unit status impacts eligibility to participate in competitions.

The parties will meet to discuss the results of the review. The meeting shall include no more than two (2) representatives from each the Union and the Employer, which includes the Union staff representative.

IBEW TECHNICAL SERVICES PAY PLAN
October 1, 2019 – September 30, 2023

Level Two	Effective Date	Step 1	Step 2	Step 3	Step 4	Step 5	Step 6	Step 7
Inventory Clerk	Oct. 1/19	18.31	18.93	19.61	20.28	21.00	21.75	22.49
	Oct. 1/20	18.31	18.93	19.61	20.28	21.00	21.75	22.49
	Oct. 1/21	18.45	19.07	19.76	20.43	21.16	21.91	22.66
	Oct. 1/22	18.63	19.26	19.96	20.63	21.37	22.13	22.89

Level Three	Effective Date	Step 1	Step 2	Step 3	Step 4	Step 5	Step 6	Step 7
Hotline Technician	Oct. 1/19	21.42	22.16	22.94	23.76	24.56	25.44	26.37
	Oct. 1/20	21.42	22.16	22.94	23.76	24.56	25.44	26.37
	Oct. 1/21	21.58	22.33	23.11	23.94	24.74	25.63	26.57
	Oct. 1/22	21.80	22.55	23.34	24.18	24.99	25.89	26.84

Level Four	Effective Date	Step 1	Step 2	Step 3	Step 4	Step 5	Step 6	Step 7
Gaming Technician Inventory Rework - Technician	Oct. 1/19	22.98	23.82	24.60	25.48	26.40	27.29	28.24
	Oct. 1/20	22.98	23.82	24.60	25.48	26.40	27.29	28.24
	Oct. 1/21	23.15	24.00	24.78	25.67	26.60	27.49	28.45
	Oct. 1/22	23.38	24.24	25.03	25.93	26.87	27.76	28.73

Level Five	Effective Date	Step 1	Step 2	Step 3	Step 4	Step 5	Step 6	Step 7
Tech. Comp. Spec. I Product Integrity Spec.	Oct. 1/19	26.09	27.03	28.00	28.95	30.00	31.01	32.12
	Oct. 1/20	26.09	27.03	28.00	28.95	30.00	31.01	32.12
	Oct. 1/21	26.29	27.23	28.21	29.17	30.23	31.24	32.36
	Oct. 1/22	26.55	27.50	28.49	29.46	30.53	31.55	32.68

Level Six	Effective Date	Step 1	Step 2	Step 3	Step 4	Step 5	Step 6	Step 7
Sup. Hotline Support Sup. Inv. Rework Sup. Tech. Services Tech. Support Sup. Tech. Support Spec. Tech. Comp. Spec. II Tech. Security Spec.	Oct. 1/19	27.42	28.38	29.36	30.41	31.48	32.56	33.73
	Oct. 1/20	27.42	28.38	29.36	30.41	31.48	32.56	33.73
	Oct. 1/21	27.63	28.59	29.58	30.64	31.72	32.80	33.98
	Oct. 1/22	27.91	28.88	29.88	30.95	32.04	33.13	34.32

Level Seven	Effective Date	Step 1	Step 2	Step 3	Step 4	Step 5	Step 6	Step 7
Supervisor, Technical Security and Product Integrity	Oct. 1/19	30.17	31.21	32.29	33.45	34.62	35.81	37.07
	Oct. 1/20	30.17	31.21	32.29	33.45	34.62	35.81	37.07
	Oct. 1/21	30.40	31.44	32.53	33.70	34.88	36.08	37.35
	Oct. 1/22	30.70	31.75	32.86	34.04	35.23	36.44	37.72

Agreed this 19 day of October, 2022

FOR MANITOBA LIQUOR & LOTTERIES



Sheilagh Boisjoli
Management Supervisor, Employee Relations

FOR THE INTERNATIONAL
BROTHERHOOD OF ELECTRICAL
WORKERS LOCAL 435



Joe Breland
Business Manager



Richard Ferris
Assistant Business Manager



Bob McShane
VLD Technician



Laura Gardner
Hotline Technician



Katherine Bialek
Gaming Technician