

Collective Agreement

between

Liquor Control Commission of Manitoba

(hereinafter referred to as the "Commission")

of the first part

and

Manitoba Government and General Employees' Union

(hereinafter referred to as the "Union")

of the second part

This Agreement made and entered into this 17 day of February, 2010

March 30, 2009 to March 24, 2013

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Article 1 Purpose of Agreement

- 1:01** The purpose of this Collective Agreement between the Commission and the Union is to establish and maintain rates of pay, hours of work, other working conditions and conditions of employment, and to provide appropriate procedures for the prompt resolution of grievances and problems, and to recognize the mutual value of joint discussions and negotiations during the term of the Agreement.

Article 2 Duration of Agreement

- 2:01** This Agreement shall become effective from and including the 30th day of March, **2009** and shall continue in effect up to and including the **24th** day of March, **2013**. During the period required to negotiate a renewal or revision and renewal of this Agreement the provisions of this Agreement shall remain in full force and effect.
- 2:02** Any other agreement or letter of understanding which is not renewed or sustained by the terms of this agreement shall terminate effective the date of signing of this Agreement.
- 2:03** All deletions, additions, amendments and/or revisions from the previous agreement to this agreement shall be effective from the first day of the bi-weekly pay period following the date of signing of this collective agreement unless otherwise specified in writing. Amendments, additions, and/or revisions to the part-time and full-time pay plans shall be effective retroactive to the first effective date of the new agreement.

Article 3 Application of Agreement

- 3:01** (a) This Agreement shall apply to those employees of the Commission within the Bargaining Unit defined in Certificate Number MLB-5735 issued by the Manitoba Labour Board dated July 31, 2001.
- (b) The following positions are excluded from the terms of the Collective Agreement:

Assistant Director, Retail Sales

Assistant to the Chief Financial Officer

Assistant to the President and Chief Executive Officer

Category Manager

Chief Information Officer

Chief Financial Officer

Community Relations Coordinator

Confidential Secretary, Loss Prevention

Director, Internal Audit

Director, Licensing and Inspection

Director, Purchasing

Director, Retail Sales

Executive Assistant to Director I.T. Services

Executive Assistant, Director, Retail Sales

Executive Assistant, Licensing Permits and Inspections

Facilities Project Manager

Human Resource Administrator

Human Resource Assistant

Human Resources Consultant

Human Resources Coordinator

Internal Communications Coordinator

I.T. Project Manager

Loss Prevention Coordinator

Manager, Administration

Manager, Application Services

Manager, Client and Technical Services

Manager, Communications

Manager, Customer Support Services

Manager, Distribution

Manager, Financial Analysis

Manager, General Accounting

Manager, Head Office Audits

Manager, Human Resources

Manager, Inspection Services

Manager, Licences and Permits

Manager, Loss Prevention and Facilities

Manager, Marketing

Manager, Operational Audit

Manager, Procurement and Administration

Manager, Purchasing

Manager, Research and Analysis

Manager, Speciality Purchasing

Manager, Staffing and Employee Development

Manager, Store Development and Customer Systems

Payroll Administrators

President and Chief Executive Officer

Records Manager

Sales Managers

Senior Auditor

Store Managers 3 (Small Store)

Store Managers 4 (Large Store)

Supervisor, Customer Support Services

Supervisor, Licensing & Permits

Supervisor Order Office/Distribution Centre

Supervisor, Inspection Services

Supervisor, Loss Prevention

Supervisor, Maintenance

Supervisor, Payroll

Supervisor, Quality Control

Vice President, Human Resources and Administration

Article 4 Notice for Collective Bargaining

- 4:01** Not more than ninety (90) days and not less than thirty (30) days preceding the expiry date of this Agreement either party to this Agreement may, by written notice, serve to inform the other party of its intention to enter into collective bargaining for a renewal or a revision and renewal of the Collective Agreement or the conclusion of a new Collective Agreement.
- 4:02** Where a party to this Agreement has given notice under 4:01 above, to the other party of this Agreement, the parties within fifteen (15) calendar days commencing from and including the first day after the day upon receipt of the proposals for a renewal or revision and renewal of the Collective Agreement or for the conclusion of a new Collective Agreement, shall meet and commence to bargain collectively and make every reasonable effort to conclude a renewal or revision and renewal of the Collective Agreement or a new Collective Agreement.

Article 5 Recognition and Scope of Bargaining Agent

- 5:01** The Commission recognizes the Union as the sole bargaining agent for all employees covered by this Agreement.
- 5:02** The Commission recognizes the right of the Union in all matters pertaining to any revision in any form of this Agreement.
- 5:03** The Commission shall submit any and all proposals for any revision of this Agreement in writing to the Union and further shall not place any proposals before any employee or group of employees prior to negotiations between the parties hereto.

Article 6 Definitions

- 6:01** *"CLASSIFICATION"* - means a group of positions which are sufficiently similar in duties, abilities, skills and responsibilities as are written in the job description so as to permit the use of the same title and to be paid a rate of compensation within the same salary range.
- 6:02** *"POSITION"* - means a job within a classification of the total permanent staff establishment of the Commission.
- 6:03** *"PROMOTION"* - means the change from one classification to another having a higher maximum salary.
- 6:04** *"OVERTIME"* - means time worked in excess of an employee's normal work hours, which has been authorized by a Department Head, Store Manager or designate.
- 6:05** *"FULL-TIME EMPLOYEE"* - means an employee who occupies a full-time position.
- 6:06** *"PART-TIME EMPLOYEE"* - means an employee who normally works less than the full normal daily, weekly or monthly hours of work, as the case may be, and whose work follows an ongoing schedule or work on a regular and recurring basis and who has completed 330 hours of accumulated service. Normally, to be considered part-time, an employee must work once in each bi-weekly pay period.
- 6:07** *"CASUAL EMPLOYEE"* - means an employee who normally works less than the full normal daily, weekly or monthly hours of work, as the case may be, and whose work is irregular or non-recurring or does not follow an ongoing schedule of work on a regular and recurring basis.
- 6:08** (a) *"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.
- (b) Where the employment of a term employee terminates at the end of a specific term of employment, then
- (i) the Commission shall not be required to give any notice or payment in lieu thereof.

- (ii) the employee shall not be required to give any notice of resignation.
 - (c) Where a term employee is laid off, then the following shall apply:
 - (i) if the layoff is at the end of a specific term of employment, no notice of layoff is required.
 - (ii) if the layoff is prior to the end of a specific term of employment, an employee will receive written notice prior to the layoff or granted payment in lieu thereof based on the following:
 - (aa) thirty (30) days notice to an employee with one (1) or more years of full-time continuous service; or
 - (bb) two (2) weeks notice to an employee with less than one (1) year of full-time continuous service.
 - (d) Where a term employee is employed in the same position performing the same function for a period of more than twenty-four (24) continuous months and where the need for the function is expected to continue, the Commission will convert the position to regular status. As such, an employee would not normally remain in term status for more than twenty-four (24) continuous months where the employee is performing a continuing function.
 - (e) An employee appointed to a term position shall be informed in writing as to the duration of the term. Failure to comply with the foregoing shall not in itself negate the employee's status as a term employee.
 - (f) The terms of this Agreement shall apply to full-time term employees after completion of two (2) months service.
 - (g) An employee appointed to a term position who was previously a part-time employee and is subsequently reconverted to part-time employment shall retain all part-time hours provided no break in service occurred at any conversion.
- 6:09** *"TRANSFER"* - means the movement within the employee's classification from one position to another or from one work location to another.
- 6:10** *"FISCAL YEAR"* - means the period from and including April 1 up to and including March 31.
- 6:11** *"WORK LOCATION"* - means any liquor store or 1555 Buffalo Place in its entirety or any other location where the business affairs of the Commission may be conducted.
- 6:12** *"DEMOTION"* - means one of:
- (a) the change from one classification to another having a lower maximum salary.
 - (b) the downward adjustment of an employee's salary.

- 6:13** *"CHRISTMAS COURTESY CLERKS"* means an employee who is hired specifically for the Christmas season to perform in a support role to current employees. A Courtesy Clerk who works for more than five (5) consecutive shifts as a cashier shall from the end of the fifth (5th) shift be paid as a casual employee at the new hire rate for Customer Service Clerk.
- 6:14** *"WEEK"* - for pay administration purposes only, means a period of seven (7) consecutive days, from Monday to Sunday inclusive.
- 6:15** *"RED CIRCLED"* - means that an employee's current rate of pay is frozen until the maximum rate of pay for the lesser position equals or exceeds the employee's current rate of pay. If applicable, an employee will advance through the employee's current pay level to the maximum of the pay level in the normal manner.

Article 7 Interpretation

- 7:01** Wherever the singular or masculine gender is used in this Agreement the same shall be construed as meaning the plural or feminine gender where the context so admits or requires.

Article 8 Discrimination

- 8:01** The parties agree that there shall be no discrimination, interference, restrictions or coercion exercised or practised with respect to any employee, by reason of the applicable characteristics contained in the Manitoba Human Rights Code, their membership or activity in the Union, or for exercising their rights under this Collective Agreement.
- 8:02** There shall be no discrimination with respect to any employee who brings forward a complaint concerning another person employed by the Commission.

Article 9 Union Business

- 9:01** Upon written notice to the Commission, **where operational requirements permit**, time off, including necessary travelling time, without loss of regular earnings and benefits shall be granted to:

- (a) three (3) members of the Union Negotiating Committee, as designated by the Union, who will be in attendance at all bargaining sessions between the Commission and the Union.
- (b) all members attending meetings, hearings with the Commission.

Such leave shall not be unreasonably denied.

- 9:02** Upon written request to the Commission and where operational requirements permit, time off, including necessary travelling time, without loss of regular earnings and benefits, shall be granted to the member elected as the representative to the Board of Directors of the Union for attendance at Board meetings.

- 9:03** Upon written request to the Commission and where operational requirements permit, time off, including necessary travelling time, shall be granted on a wage recovery basis to:
- (a) other members of the Union Negotiating Committee, to a maximum of six (6) not including those as designated in 9:01(a) above, for purpose of attendance at bargaining sessions between the Commission and the Union.
 - (b) members of the Component Executive Committee for attendance at Executive meetings.
 - (c) Officers of Locals for purpose of attendance at Local meetings.
 - (d) members who are elected as Delegates to the Convention(s) of the Manitoba Federation of Labour and other such Conventions to which the Union is affiliated.
 - (e) Stewards for the purpose of attendance at Steward training sessions.
 - (f) members who are elected as Delegates to the Annual Convention of the Union for attendance at such Convention.
 - (g) Wage recovery for part-time employees under section (d), (e), and (f) will be made on a total compensation recovery basis. Being scheduled to work is not a criteria for part-time employees being granted leave on a total compensation basis. The Union will notify the Commission by letter, as to the number of hours to be paid to the member for each leave. Wage recovery shall exclude any overtime. Hours in a week shall not exceed thirty-eight (38) hours.
- 9:04** The Commission agrees that such requests pursuant to Article 9:02 and 9:03(a), (b), (c), (d), (e) and (f) shall not be unreasonably withheld.
- 9:05** Upon fourteen (14) days written request, unless exceptional circumstances prohibit, from the Union to the Commission and where operational requirements permit, time off including necessary travelling time shall be granted to an Officer or Steward of the Union, to take an extended educational course. The leave of absence shall be on a wage recovery basis.
- 9:06** The Union agrees to reimburse the Commission the wages paid to employees while on wage recovery, on a quarterly basis upon receipt of a statement from the Commission as to the amount and for whom wage recovery is claimed by the Commission.

Article 10 Bulletin Boards

- 10:01** The Commission agrees to provide bulletin boards at each of its locations for the use of the Union as follows:
- (a) Warehouse - one (1)
 - (b) Cafeteria - one (1)
 - (c) Liquor Stores - one (1)

(d) Rural Inspection Office - one (1)

Article 11 Union Security

- 11:01** (a) The parties hereto agree that as a condition of employment, all new employees shall receive and sign an application for membership in the Union from the Commission on the first day of employment and shall be deducted the dues as set by the Union.
- (b) The parties hereto agree that as a condition of employment, all part-time and term employees shall receive and sign an application for membership in the Union from the Commission immediately upon completion of the qualifying period of employment as stated in Article 6:06 and shall be deducted the dues as set by the Union.
- 11:02** Upon the signing of the application for membership as provided in 11:01 above, the Commission shall mail or cause to be sent, the application to the Union's Central Office, (601 - 275 Broadway, Winnipeg, Manitoba).
- 11:03** The parties hereto agree that all employees covered by this Agreement shall remain, as a condition of employment, a member of the Union in good standing.
- 11:04** The Commission shall deduct bi-weekly from each employee the amount of the current bi-weekly dues as set by the Union and shall remit same to the Union's Central Office, (601 - 275 Broadway, Winnipeg, Manitoba).
- 11:05** The Commission shall furnish the Union monthly in writing or by electronic means the names of the employees from whose wages dues have been deducted and the amount of dues so deducted opposite each employee's name for each pay period and the classification and work location of each employee.
- 11:06** Notwithstanding any other provisions of this Agreement, the Commission shall, not later than ninety (90) days preceding the expiry date of this Agreement, furnish to the Union the following:
- (a) the name of each employee within the bargaining unit.
- (b) the classification of each employee within the bargaining unit.
- (c) the current **hourly** wage of each employee within the bargaining unit.
- 11:07** Pursuant to 11:03 above, where the Union finds that an employee(s) has not made an application for membership in the Union, the Commission upon receipt of written notice showing the name of the employee(s) who have not made and signed an application, shall have the employee(s) so named sign an application and further the Commission shall forthwith cause it to be sent to the Union's Central Office, (601 - 275 Broadway, Winnipeg, Manitoba).
- 11:08** Any employee who is required as a condition of continued employment to be a member of the Union under this Article shall not be retained in the employ of the Commission after written notice has been received from the Union that such employee is not in good standing with the Union subject to the limitation imposed by legislation of the Province of Manitoba.

Article 12 Contracting Out

- 12:01** If the Commission sub-contracts out work which results in the displacement of employees, the Commission will make every reasonable effort to find alternative employment at the Commission for those employees so displaced and will guarantee to offer alternative employment to those employees who have two (2) years or more continuous full-time service with the Commission.

Article 13 Job Classifications

- 13:01** When the Commission establishes new classifications or amends existing classifications, the Commission shall submit to the Union written notice of the new or amended classifications together with the written classification spec and the proposed wage rate, prior to posting. If the proposed wage rate for the new or amended classification is not acceptable, the Commission and the Union shall meet for the purpose of negotiating a rate of pay for the classification in question.
- 13:02** (a) Where an employee at any time feels that they are incorrectly classified, they may apply, in writing, to their immediate supervisor, to be reclassified to a different classification.
- (b) The immediate supervisor shall reply in writing, within fifteen (15) working days from the date they received the request from the employee.
- (c) If the reply from the immediate supervisor is not satisfactory, the employee shall forward a copy of the reclassification request to the Human Resources and Administration Division within twenty (20) working days from the date they received the reply from the immediate supervisor. The Human Resources and Administration Division will have twenty (20) working days following receipt of the request to reply.

When no reply is received within the time limits prescribed or where the employee considers the Human Resources' response unsatisfactory, the employee may grieve commencing at Step 2 of the Grievance and Arbitration Procedures, within fifteen (15) working days from the date the employee received the reply or the due date of the written reply.

- 13:03** Where, as a result of a review of duties, an employee is reclassified to a classification having a higher maximum salary, the employee shall be promoted without competition and their rate of pay for that higher classification shall become effective from the date the employee assumed the duties of the higher classification.
- 13:04** *If, as a result of a review of duties, it is determined that an employee's position should be reclassified to a classification that has a lower maximum salary than the employee's existing classification, the employee's existing hourly wage shall be "red circled" while they remain in their position. When the position is vacated, it will be bulletined at the lower classification level in accordance with Article 18.*

Article 14 Local Officers and Stewards

- 14:01** Local Officers and Stewards shall have the right to investigate complaints of an urgent nature while on duty by first obtaining permission from his immediate supervisor and such permission shall not be unreasonably sought nor withheld.
- 14:02** Where Local Officers and Stewards have been granted permission as referred to in 14:01 above, they shall upon return to their duties notify their immediate supervisor of their return.
- 14:03** A Local Officer and Steward shall be considered on duty while in the course of processing grievances and attending meetings or hearings with regard to grievances.
- 14:04** Local Officers and Stewards shall recognize their responsibilities to the Commission prior to performing their duties as Local Officers and Stewards and shall limit their Local Officer and Steward duties as much as possible while on duty as provided in 14:01.
- 14:05** The Union agrees to provide the Commission with a **comprehensive** list of Local Officers and Stewards subsequent to the ratification of this contract and shall submit **additional comprehensive lists to the MLCC as any and all changes/amendments occur during the life of this contract.**
- 14:06** The Union shall provide each Local Officer and Steward with appropriate identification.

Article 15 Commission's Rights

- 15:01** It is recognized that the Commission exercises rights and responsibilities as management, which are subject to the terms of this Agreement.
- (a) All the functions, rights, personnel pay practices, powers and authority which the Commission has not specifically abridged, delegated or modified by this Agreement are recognized by the Union as being retained by the Commission.**
- 15:02** The Commission shall not exercise its rights to direct the working forces in a discriminatory manner nor shall these rights be used in a manner which would deprive any employee of his employment except through just cause.
- 15:03** **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 16 Seniority

- 16:01** The parties recognize that job opportunities and hours should increase in proportion to length of service.
- 16:02** Seniority shall mean the length of service in the employ of the Commission.

- 16:03** The Commission shall maintain seniority lists for full-time and part-time employees separately showing the date upon which employee's service commenced and the accumulated service to the date of production of such lists. A copy of such list shall be provided to the Union within sixty (60) days of the signing of this Agreement. Thereafter, seniority lists dated December 31 shall be sent to the Union not later than February 28 annually. The seniority lists shall show the name and commencement date of employment of each employee entitled to be on the lists.
- 16:04** Where an employee is of the opinion that his date of commencement of employment is incorrect, the employee may appeal the date to the Human Resources and Administration Division.
- 16:05** Employees shall only lose seniority in the event of any one of the following occurrences:
- (a) if the employee resigns voluntarily;
 - (b) if the employee is discharged for just cause and not reinstated under the grievance and arbitration procedure provided for in this Agreement; or
 - (c) if the employee is taken off the re-employment list in accordance with Articles 31:05(a) or 31:07 relating to layoffs.
 - (d) retirement.

Article 17 Employment Practices

- 17:01** (a) All new full-time employees will be on probation for a period of six (6) months or for such longer periods as may be established by the Commission. Such period shall not exceed nine (9) months in total.
- (b) An employee shall be notified in writing of any extension of the probation period under Section 17:01(a) prior to the expiry of the probation period. A meeting may be held with the employee to discuss the extension. The employee has the option to have a representative present.
- (c) At any time during the period that an employee is on probation, the Commission may dismiss the employee for just cause and upon such dismissal by the Commission the employee ceases to be an employee of the Commission.
- 17:02** Where an employee has been called in for a meeting(s) with regard to their performance or with regard to a disciplinary matter involving the employee, the employee will be advised that they have the right to union representation prior to the meeting and at any time during the meeting(s) the employee feels that they require a representative to be present, they shall be allowed to have a representative called in, however, under no circumstances shall the Commission be required to compensate the representative if they are not on duty at the time.
- 17:03** The Commission agrees to recognize the principle of equal pay for equal work regardless of sex.

17:04 Where an employee is habitually late or is absent during working hours without leave and fails to give satisfactory explanation for lateness or absence, the Department/Store Manager may take such disciplinary action, including suspension or dismissal, as is warranted.

Article 18 Recruitment and Promotion

18:01 Bulletined positions whether they be vacancies resulting from promotions, demotions, transfers or new positions arising from expanded operations or vacancies as a result of an employee leaving the service for any reason shall be filled with the employee making application, who in the opinion of the Commission, is the most qualified. If no employees are qualified, the vacancies will be filled by external candidates.

18:02 (a) All available full-time positions covered by this Agreement shall be bulletined and the Union shall receive a copy of all bulletins.

(b) In addition to 18:02(a), the Commission agrees to bulletin all Supervisory positions.

(c) In cases where a bulletin is being issued in accordance with 18:02(b), the time limits in 18:03, 18:04 and 18:05 shall not necessarily apply.

(d) In all cases where excluded positions are being bulletined, the Commission shall not be obligated to include wage rate or salary range.

18:03 All bulletins shall be posted in all work locations operated by the Commission within ten (10) working days from the date a position becomes available.

18:04 **All bulletins shall be posted for ten (10) working days and the positions will be filled as quickly as possible.**

18:05 When an employee has submitted an application in response to a bulletin and has been advised that the employee was unsuccessful in their application, they may request in writing the reasons the employee was unsuccessful. The Commission shall respond within ten (10) working days of the employee's request.

18:06 Job bulletins shall contain the following information:

Number of positions, classification of the position, qualifications, work location and hourly rate of pay range. The principle of employment equity applies to all MLCC competitions.

18:07 If under 18:01 two (2) or more internal candidates are considered by the Commission to be relatively equally qualified, seniority shall then become the determining factor. Full-time seniority will supersede part-time seniority.

18:08 The Union recognizes that, in accordance with 18:03, the Commission may run a coincidental ad with preference to internal applicants.

18:09 Where an employee is promoted, the employee shall be paid at a step in the pay range of the classification to which the employee is promoted to, which is greater than the rate of pay the employee was receiving prior to the employee's promotion.

Article 19 Transfers and Relocations

- 19:01** The Commission agrees that where a transfer is required of an employee from the City of Winnipeg to a location outside the city limits or vice-versa or from one rural city or town to another, every effort shall be made by the Commission to offset the disrupting effects upon that employee, especially where children in school becomes a factor.
- 19:02** As a result of a transfer being carried through, the Commission shall:
- (a) grant reasonable leave with pay to enable an employee to seek and obtain a new residence where the employee is being transferred.
 - (b) pay to the employee and spouse, if applicable, the full costs of accommodation, meals and travelling expenses that may be incurred pursuant to 19:02(a) above. Such expenses shall be paid in accordance with established Liquor Control Commission rates.
 - (c) pay all legal costs involved for selling the employee's existing home and purchasing another home, negotiating a builder's contract or for the initial fee for arranging a rental contract, whichever may be applicable. Legal costs shall be in accordance with the Manitoba Bar Association guidelines on legal fees, related to the disposal or acquisition of residential property.
 - (d) pay realty commission if selling the employee's existing home upon submission of proof of payment of such commission. Realty agents' commission shall not exceed the local tariff as filed with the Manitoba Real Estate Association.
 - (e) as a result of a transfer of an employee who is required to pay rent or mortgage payments in both the employee's old and new locations, pay the lesser of the old or new rent or mortgage payment provided the employee can show evidence of having made an effort to discharge the employee's old rental or mortgage obligation. Such payments shall be made for a maximum period of two (2) months. In the event the employee is married, this section shall not apply if for whatever reason the employee does not relocate the employee's family within one (1) month after the employee's transfer.
 - (f) pay for all moving costs. Employees shall obtain estimates from two (2) movers and shall forward these to the employee's immediate supervisor for approval. The lower of either tenders is generally accepted.
- 19:03** The Commission shall give special consideration on an individual case basis to ensure that employees receive such other benefits as defined in the General Manual of Administration.
- 19:04** **A retail employee may submit a written request for transfer to his/her manager outlining the reasons for such request. The Commission will consider such request on a case by case basis, and make reasonable effort to accommodate such requests wherever reasonably practicable based on operational needs.**

19:05 The Commission retains the right to transfer employees based on operational needs.

Article 20 Travelling and Transportation

20:01 When an employee carrying out Commission business is on authorized travel status, the Commission shall furnish or pay for transportation, sleeping accommodations, the cost of meals and other necessary out of pocket expenses. No employee shall be considered on travel status when travelling to and from his daily work. Furthermore, employees working out of Head Office will not be considered on travel status when within the Winnipeg city limits.

20:02 For employees working an evening shift and on travel status, reimbursement for the mid-shift meal shall be on the basis of "supper". For employees working a night shift and on travel status, reimbursement for the mid-shift meal shall be on the basis of "lunch".

Article 21 Acting Pay

21:01 (a) Where an employing authority or employing authority's designate directs an employee employed in one position to perform the duties of some higher position whose maximum salary is greater than the employee's own, the employee shall be paid at the minimum step of the classification of the person who normally fills that position or at a rate of at least six percent (6%) higher than the employee's then current hourly rate of pay, whichever is the greater amount effective from and including the date of commencement of performing such duties but the pay shall not exceed the maximum of the classification of the person who normally fills that position.

(b) Notwithstanding the above, Assistant Manager 2, Assistant Manager 3 and Store Clerk 3 will only be paid Acting Pay in the case of vacation periods of at least one (1) week or other absences of more than three (3) days. All work days will be paid retroactive to day one (1), once the qualifying time above has been reached.

21:02 The Commission shall endeavour to have the employee receive payment for such acting duties as provided in 21:01(a) and (b) on the first pay day of the first pay period immediately following the pay period in which such duties commenced.

21:03 No employee shall receive less pay for performing acting duties in a classification where the maximum salary is less than the maximum for the employee's classification.

21:04 No employee shall continue in an acting capacity for a period longer than six (6) months except in the event of a prolonged illness. **An extension of this period may be granted by mutual agreement of the employer and union.**

21:05 Where an employing authority or employing authority's designate directs a full-time Store Clerk 2 or Product Consultant to perform the duties and responsibilities of some higher position whose maximum salary is greater than the employee's own, the employee shall be paid according to Article 21:01 (a) of the Collective Agreement for his/her complete shift with the following exceptions applying:

- (a) The directed full-time Store Clerk 2 or Product Consultant employee leaves his/her shift prior to completion of his/her shift (for whatever reasons) or commences his/her shift late, then the employee shall only be paid for actual acting hours.
- (b) A full-time Store Clerk 2 or Product Consultant directed to perform the duties and responsibilities of some higher position for two (2) hours or less, shall only be paid for actual acting hours. A full-time Store Clerk 2 or Product Consultant directed as per (i) to perform the duties and responsibilities of some higher position for greater than two (2) hours shall be paid acting pay for the complete shift.

Article 22 Hours of Work

22:01 All shifts shall be arranged to provide for consecutive hours of work each day and no employee shall be requested to commence work prior to his scheduled commencement time unless for purposes of overtime.

- 22:02**
- (a) Hours and tours of duty for all employees covered by this Agreement shall be arranged for the efficient operation of specific areas.
 - (b) Hours of work for part-time or term employees shall not exceed those of full-time employees in any classification.
 - (c) The hours of work for regular full-time Head Office and Warehouse personnel shall not exceed thirty-six and three quarters ($36 \frac{3}{4}$) hours per week, five (5) days each week, Monday to Friday.
 - (d) Full-time Store employees may work varied hours including Saturdays provided they are consistent with the thirty-eight (38) hour week, five (5) days each week.
 - (e) Full-time employees classified as Computer Operators may work varied hours including Saturday, Sunday and statutory holidays provided they are consistent with the thirty-six and three quarters ($36 \frac{3}{4}$) hour week, five (5) days each week.
 - (f) Full-time Liquor Inspectors may work varied hours provided they are consistent with the thirty-six and three quarters ($36 \frac{3}{4}$) hour week, five (5) days each week.

22:03 All shifts for full-time employees shall be posted not later than fourteen (14) calendar days prior to their commencement.

22:04 (a) All employees shall receive a lunch break of not less than thirty (30) minutes to be taken as close to the middle of their shift as possible.

- (b) Retail part-time employees will be eligible for one-half (½) hour paid meal break when the employee is working a minimum shift of five (5) hours. It is understood that the retail store part-time employee is required to remain in the store on an on-call basis during the meal break.
- (c) Retail part-time employees will be eligible for breaks as follows:
- Shifts of three (3) hours or less - no breaks.
 - Shifts of more than three (3) hours but less than five (5) hours - one (1) paid fifteen (15) minute rest period.
 - Shifts of five (5) hours up to seven (7) hours - one (1) paid fifteen (15) minute break and one (1) paid thirty (30) minute meal break.
 - Shifts of seven (7) hours or more - two (2) paid fifteen (15) minute rest break periods and one (1) paid thirty (30) minute meal break.

22:05 All employees shall have two (2) rest periods of fifteen (15) minutes each per day, one (1) before lunch as close to the middle of the first part of the day and one (1) after lunch to be taken as close to the middle of the second half of the day.

22:06 Employees shall not be required to work split shifts.

Article 23 Overtime

23:01 Overtime shall be calculated on a daily basis.

23:02 (a) Where an employee has unexpectedly been called back to work overtime, that employee shall receive a minimum of four (4) hours pay at the applicable overtime rate. Except in the case of emergencies, all overtime must be authorized where possible and practical, by the employee's immediate supervisor.

(b) Where a part-time employee is unexpectedly called back to work to respond to an emergency situation such as a store alarm, the employee will be eligible to receive a minimum of four (4) hours pay at their regular rate or as per Article 5:10 (b). Appendix B, in all cases, the employee's manager must authorize call backs.

23:03 The Commission shall endeavour to have employees receive payment for overtime on the pay day of the first pay period immediately following the pay period in which such overtime was worked.

23:04 A full-time Head Office employee, full-time Warehouse employee and a full-time store employee who works a minimum of five (5) regular work days in a week and who works overtime on days other than Saturday, Sunday or Holidays shall be paid at a rate of time and one-half (1.5x) for the first four and one-half (4.5) hours of overtime worked and double time (2x) for all overtime hours worked in excess of the four and one-half (4.5) hours.

- 23:05** A full-time Head Office employee, full-time Warehouse employee and a full-time store employee who works a minimum of five (5) regular work days in a week shall be paid for overtime hours worked on Saturdays, Sundays or Holidays at double (2x) time.
- 23:06** Where an employee is required to work overtime following the end of the employee's shift beyond ten (10) minutes, the employee shall be compensated for a full hour at the applicable overtime rate for each hour or portion of an hour worked.
- 23:07** (a) An employee shall have the option of taking time off in lieu of overtime pay for overtime accumulated up to February 1st in the current fiscal year. Time taken off in lieu of pay must be taken before the end of the fiscal year and shall be by the mutual agreement of the employee and the employee's immediate supervisor.
- (b) It is agreed that an attempt will be made to allow employees to take time off during the current fiscal year in lieu of overtime worked during February and March of that fiscal year.
- If this is not operationally feasible, up to twenty-four (24) hours of accumulated time may be carried over into the next fiscal year with the provision that such accumulated time off must be taken at a mutually agreeable time prior to the end of August. Any accumulated time in excess of twenty-four (24) hours, must be taken in pay.
- 23:08** The Commission shall provide a taxi on a charge account basis to all employees when called back to work in any emergency or will reimburse for mileage to and from work.
- 23:09** (a) The Commission agrees that an employee shall not have his shift changed to circumvent the payment of overtime.
- (b) Section 23:09(a) does not apply to any situation involving month end and/or year end stock taking, provided an employee's shift is altered in a manner which will bring the employee in earlier than originally scheduled.
- 23:10** Nothing in this Agreement shall be construed as to obligate any employee to work overtime.
- 23:11** Effective **March 29, 2010**, an employee who works two (2) hours of overtime contiguous to his normal working day shall receive a meal allowance of **eleven dollars (\$11.00)**. **The meal allowance will increase to twelve dollars (\$12.00) effective March 28, 2011.** The meal allowance will not be paid in instances where a meal expense is claimed.

Article 24 Pay Practices

- 24:01** Pay days shall be every second Friday.

- 24:02** (a) New employees as well as existing employees, who do not change their classification prior to reaching the maximum salary of their classification pay range, shall be paid at a step within the range of their classification in the following manner:
- (i) commencement of employment - 1st step
 - (ii) completion of six (6) months service within the same classification - 2nd step
 - (iii) completion of eighteen (18) months service within the same classification 3rd step
- (b) An employee referred to in 24:02(a) above may have their movement to the 3rd step withheld only for just cause. When the employee's movement is withheld, the employee shall be entitled to be paid at the 3rd step following another three (3) months of service pending satisfactory performance.
- 24:03** (a) Existing employees who are promoted or reclassified shall be placed at the appropriate step of the pay range in their new classification, which salary shall not be less than the salary the employee was earning prior to their promotion or reclassification.
- (b) An employee referred to in 24:03(a) shall be paid on the basis of service within the new classification and progression to the third step shall not exceed a period of eighteen (18) months in the following manner:
- (i) from Step 1 to Step 2 - six (6) months.
 - (ii) from Step 2 to Step 3 - twelve (12) months.
- (c) Notwithstanding Article 24:03(b), an employee's movement to the 2nd or 3rd step may be withheld only for just cause. When an employee's movement is withheld, the employee shall be entitled to be paid at the applicable step following another three (3) months of service pending satisfactory performance.
- 24:04** When an employee's increase in pay is withheld as laid down in 24:02(b) or 24:03(c) above, the employee shall be notified in writing prior to the date on which the employee would be entitled to the increase. The reason(s) for withholding the increase shall be included in the notice.
- 24:05** Where an employee is reclassified or promoted, the employee shall be paid at a step in the pay range of the higher classification, that is, if possible, at least five percent (5%) more than the rate of pay the employee was being paid in the employee's former classification.
- 24:06** When an employee has been on any approved leave of absence, and as a result of such leave(s) fails to be eligible for a wage increase under Article 24:02 and 24:03, the employee will be eligible for a wage increase in the first pay period following the date after which the employee has accumulated the required regular hours of work.

Article 25 Education

- 25:01** An employee requested by the Commission to take any course(s) shall receive full pay and benefits, including, but not limited to, cost of travel, lodging, meals, tuition, books, and with the prior approval of the Commission, any necessary supplies.
- 25:02** An employee may take a course, or course of study, related to their current position, or to an identified career path or discipline within the Commission, and shall be reimbursed for tuition, books, and necessary supplies, subject to the following:
- (1) Prior to the employee enrolling, the Commission has agreed and provided confirmation to the employee in writing that:
 - (a) the course is relevant to the employee's position and that the employee's taking of the course would be beneficial to the Commission; or
 - (b) there exists a viable career path relating to the requested course or course of study within the Commission, and the employee has developmental potential in the career area.
 - (2) the employee provides evidence of successful completion of the course by submission of a statement of marks and tuition receipt. The Commission will only reimburse the employee for the cost of books, and for the supplies that have been specifically designated by the instructor as being required and for which the employee has received prior written approval from the Commission to purchase.

Article 26 Addictions

- 26:01** The Commission and the Union recognize that alcoholism and drug addiction and gambling are illnesses. Any employee whose work performance is adversely affected by what is considered or recognized by the Employer and/or the employee as being an alcohol, drug or gambling problem, shall receive assistance from the Commission in the form of an informal referral to the Addictions Foundation of Manitoba for medical therapy and treatment.
- 26:02** Where an employee recognizes his/her problem and responds to treatment and therapy, the employee shall be granted time off for such treatment and therapy, and such time off shall be considered sick leave.

Article 27 Labour Management Committees

- 27:01** The Commission and the Union agree to the formation of Labour Management Committees.
- 27:02** The Union shall designate five (5) members of the Union who are employees of the Commission as well as one (1) staff member of the Union to act as the Union's representatives on the Committees.
- 27:03** The Commission shall have equal representation on the Committees.
- 27:04** The Committees, at their first meeting shall mutually agree upon a Chairperson and a Secretary of the Committee.

- 27:05** The committees shall meet quarterly, but may meet more or less frequently as may be considered necessary by mutual agreement between the Union and the Commission. All meetings shall be held on the premises of the Commission's Head Office unless otherwise mutually agreed upon.
- 27:06** Wherever possible an agenda should be prepared at least two (2) weeks prior to each meeting and items for the agenda should be forwarded to the Secretary for preparation of the agenda.
- 27:07** Minutes of all meetings are to be recorded and distributed by the Secretary within ten (10) working days following each meeting to each member of the Committee.
- 27:08** (a) The main purpose of the Committees is for the exchange of information, the seeking and considering of the advice and view of each party with appropriate opportunity provided to discuss and comment in a genuine manner and recommendations made wherever possible.
- (b) The above does not imply unanimous or majority agreement, nor does it interfere with Commission or Union rights arising out of the Collective Agreement.
- (c) The Labour Management Committees shall not be used as vehicles for settling disputes which should be processed through the Grievance and Arbitration Procedure.
- 27:09** The Committees shall not deal with grievances which are in the course of being processed as provided within the Grievance Procedure of this Collective Agreement.
- 27:10** The Committee members shall be allowed time off with pay, including travelling time for purposes of attendance at Committee meetings and for business arising from Committee decisions at the direction of the Committee.
- 27:11** Where an employee(s) submit material which is to be considered by the Committees, the Commission at its discretion may or may not request the presence of the individual(s) concerned to be in attendance at the meeting for purposes of discussion and any expenses incurred will be paid by the Commission.

Article 28 Technological Change

- 28:01** In this Article "Technological Change" means:
- (i) the introduction, by an Employer into the employee's work, undertaking or business, of equipment or material of a different nature or kind than that previously used by the employee in the operation of the work, undertaking or business, and
- (ii) a change in the manner in which the Employer carries on the work, undertaking or business that is directly related to the introduction of that equipment or material.
- 28:02** The Commission agrees that all reasonable effort shall be made so that no present employee who is covered by this Agreement shall lose his employment as a result of the introduction of a technological change as herein before defined.

- 28:03** In the event of the introduction of a technological change as defined in Article 28:01, the Commission shall endeavour to have employees covered by this Agreement perform the work pertaining thereto. All opportunity where and to whom applicable for retraining on new equipment or material as defined in this Article will be provided by the Commission during normal working hours where possible and the employees during the period of retraining shall be paid at their normal rate of wages.
- 28:04** The provisions of this Article are intended to assist employees affected by any technological change to adjust to the effects of the technological change and Sections 72, 73 and 74 of the Manitoba Labour Relations Act do not apply during the term of this Agreement to the Commission and the Union. If the Commission decides to effect a technological change that is likely to affect the terms and conditions or the security of employment of a significant number of employees or to alter significantly the basis upon which this Agreement was negotiated, then;
- (a) the Commission will give to the Union written notice of the technological change at least six (6) months prior to the introduction thereof and will discuss with the Union the steps to be taken to assist the employees affected to adjust to the effects of the technological change provided for in 28:02.
 - (b) If, in the opinion of the Union, the Commission has failed to comply with paragraph (a) above, the Union may submit such alleged failure in writing as a difference between the Union and the Commission at Step 4 of the Grievance Procedure whereupon it shall be decided by arbitration under Article 35 whether or not the Commission has effected a technological change that is likely to affect the terms and conditions or the security of employment of a significant number of employees or to alter significantly the basis upon which this Agreement was negotiated, and such finding shall be binding and final on the parties hereto.

Article 29 Uniforms, Protective Clothing and Footwear

- 29:01** (a) The Commission shall make available for each male liquor store employee:
- (i) trousers three (3) pair
 - (ii) shirts - four (4) (employee option - long or short sleeves)
 - (iii) parkas - an adequate supply in each store.
- (b) The Commission shall make available to each female liquor store employee:
- (i) slacks - three (3) pair
 - (ii) blouses - four (4)

- (c) The Commission shall make available to each liquor store employee one (1) name tag (first name only). Name tags will be worn at all times by employees when on duty, except where the employees and the manager of individual stores agree that there is documented evidence that the wearing of name tags has led to an unacceptable level of harassment by the public. In such cases, employees would not be required to wear name tags while on duty. A name tag identifying an employee as the Steward will be supplied by the Commission to be worn along with the employee's name tag.
- (d) In the year that the Commission changes shirt (male)/blouse (female) style and colours, each full-time retail store employee shall receive five (5) shirts/blouses, in that year only. In all subsequent years, each full-time retail store employee shall receive shirts/blouses as stated in Article 29:01 (a) (ii) and Article 29:01 (b) (ii).

29:02 The Commission shall make available for each employee in the Warehouse and Maintenance Departments:

- (a) trousers - three (3) pair (machine washable)
- (b) shirts - four (4) (machine washable) two (2) short sleeved and two (2) long sleeved
- (c) **shoes - Effective date of ratification** - safety type steel capped toe, maximum cost **one hundred fifty dollars (\$150.00)** per fiscal year except when a higher cost results from the requirement for a special orthopaedic shoe prescribed by a physician. Safety footwear insert allowance of up to **thirty five dollars (\$35.00)** per fiscal year. An employee who has not made an insert claim in one fiscal year may claim twice the insert allowance of **seventy dollars (\$70.00)** in the next fiscal year. **Insert allowances are not cumulative beyond the second year.**
- (d) work gloves - one (1) pair
- (e) lined jacket - one (1) (Warehouse Section) where required
- (f) a jacket with a zip-in or removable lining for between seasons - one (1) (maintenance) where required.

29:03 The Commission shall replace at no cost to an employee all items in 29:01(a)(i) and (ii) and 29:01(b)(i) and (ii) every eighteen (18) months. The Commission shall replace the item in 29:02 (a) (b) (c) by September 1st of each year. Any employee who has commenced employment in the six (6) month period prior to September 1st would be required to wait until September 1st in the next calendar year for replacement.

29:04 Items such as parkas, coveralls, smocks, shall be cleaned by the Commission to enable the above to be in a clean condition at no cost to any employee.

29:05 The Commission shall supply and maintain an adequate supply of masks with filters for those employees who require them.

29:06 The Commission shall supply and maintain smocks and/or coveralls for those employees who require them.

- 29:07** Any abuse or loss of articles provided in 29:01(a), (b), (c) and (d), and 29:02 (a), (b), (c), (d), (e) and (f), will necessitate replacement by the employee concerned provided the abuse or loss is directly attributable to negligence on the part of the employee.
- 29:08** The Union recognizes that the Commission shall require employees to wear items supplied to them by the Commission as provided under this Article.

Article 30 Resignation

- 30:01** Where an employee wishes to resign, the employee shall give written notice at least two (2) weeks in advance specifying the last day the employee will be present at work to perform the employee's regular duties, to his/her immediate supervisor, outside of the bargaining unit.
- 30:02** The employee shall receive from the Commission on the pay day following the last day referred to in 30:01 above, payment of all or any wages, and any other benefits under the terms of this Agreement.
- 30:03** Where an employee is absent without leave for a period of ten (10) working days, the employee shall be considered to have abandoned his/her position and shall be deemed to have been terminated on that last day on which the employee was present at work and performed his/her regular duties.

Article 31 Layoff

- 31:01** Both parties recognize that job security should increase in proportion to length of service. Therefore, in the event of a layoff, permanent Commission employees shall be laid off within their classification in the reverse order of their bargaining unit wide seniority.
- 31:02** If a reduction of permanent employees is necessary due to a shortage of work or for reasons beyond the control of the Commission, the Commission shall meet with and advise the Union of the proposed reduction and the jobs affected prior to layoff notices being issued.
- 31:03** The Commission shall notify employees who are to be laid off thirty (30) days prior to the effective date of the layoff. The notice shall give the reasons for the layoff and its expected duration. If an employee has not had the opportunity to work the days as provided in this Article, he shall be paid for the days in which work was not made available.
- 31:04** Employees laid off shall be placed on a reemployment list with a copy furnished to the Union and shall be called back to work as required within their classification beginning with the most senior employee and descending from there.
- 31:05** (a) Notice of reemployment to an employee who has been laid off shall be made by registered mail to the last known address of such employee filed by the employee. If an employee fails to reply within one (1) week of such recall notice, which shall be stated in the notice of recall, the employee's services are terminated.

(b) An employee who is recalled for work, shall be allowed a minimum of two (2) full weeks to report to work or such longer period of time as may be agreed upon by the Commission and the employee.

31:06 No new employee shall be hired until those laid off have been given an opportunity of recall.

31:07 By written agreement, the employee may elect to terminate and receive Retirement/Termination Allowance, as provided in Article 50 at the time of layoff and thus waive his right to be placed on the reemployment list. In any case, the employee shall automatically be terminated after twelve (12) months of continuous layoff at which time the employee will be paid any Termination Allowance to which the employee is entitled.

31:08 When a dispute arises concerning an employee's layoff, he may grieve commencing at Step 3 of the Grievance Procedure.

Article 32 Bumping Rights

32:01 Any permanent employee who is subject to layoff may bump a less senior employee from an equivalent or lower classification for which he/she possesses the minimum requirements and the ability to perform the job.

32:02 Permanent employees who are bumped under the foregoing provision may in turn exercise their seniority to bump other employees in accordance with Article 32:01.

32:03 Employees who bump laterally or to a lower level job will be paid at the step in the new classification which is closest to their then current pay on such movement along with increases on their appropriate service dates, provided however, that they will not receive a salary which is higher than the maximum of the lower level jobs.

32:04 Employees who accept the lower level position under this Article shall have the right to reinstatement in their former classification, if such becomes available within one year from the date of accepting the lower level position. The job in such instances will not be posted. The employee shall be reinstated at the step in the higher classification which is closest to his then current pay with increases on his appropriate service dates. Notwithstanding the above, no employee shall be slotted at a step lower than that which he was being paid prior to being bumped downwards. The Union shall receive copies of all recalls and/or reinstatement notices.

Article 33 Employee Performance Review and Employee Files

33:01 The Commission agrees that there be only one file kept or used by the Commission for each employee and such file to be located in the Human Resources and Administration Division and no other personnel files are to be kept by any other person.

- 33:02** Upon written request to the Vice President, Human Resources and Administration or his/her designate, an employee shall have the right to examine, along with a representative of his/her choice, who is so named in the request, the personnel file kept by the Commission for that employee.
- 33:03** The Commission agrees not to introduce as evidence in a hearing any document a copy of which is not on the personnel file of an employee.
- 33:04** When a formal assessment of an employee's performance is made, the employee concerned shall be given an opportunity to sign the assessment form in question upon its completion to indicate that its contents have been read. The employee shall have the right to place his/her own comments in a space provided on the form prior to his/her signing. **Unless declined by the employee**, the employee shall be provided with an exact copy for the employee's own records, within five (5) working days. Refusal to sign shall be signified on the performance appraisal form and the absence of the employee's signature will not render the performance appraisal invalid.
- 33:05** An employee shall have the right to request for the removal of any documents pertaining to disciplinary action and/or unsatisfactory reports contained in the employee's personnel file. Such documents pertaining to disciplinary action can only be requested after one (1) year from the date such action was taken.

After three (3) years have elapsed since the disciplinary action was taken or unsatisfactory report was filed, provided there has been no re-occurrence of a similar nature, the Employee can initiate a written request and have removed and destroyed from her file any disciplinary report or unsatisfactory report (excluding performance appraisals) placed on the personnel file of this employee.

Article 34 Suspensions and Dismissals

- 34:01** No employee shall be suspended from the Commission without just cause. The reasons for and the duration of the suspension shall be in the written notice to the employee.
- 34:02** Any wages or benefits owing to the employee up to the date of the commencement of his suspension shall be paid to the employee as if there was no suspension in effect.
- 34:03** An employee suspended or about to be suspended shall have the right to use the Grievance and Arbitration Procedure commencing at Step 3 within fifteen (15) days from the date upon which he/she received written notice as required in 34:01.
- 34:04** No employee shall be dismissed from the Commission without just cause and the full reasons for the dismissal shall be in writing to the employee included with the dismissal notice.
- 34:05** An employee dismissed from the Commission with just cause, may not be paid two (2) weeks' wages or salary equivalent; this decision shall be at the sole discretion of management.

- 34:06** An employee, upon receipt of his notice of dismissal or upon the effective date of his/her dismissal, whichever is earlier, within fifteen (15) days shall have the right to grieve the matter, commencing at Step 3 of the Grievance and Arbitration Procedure.
- 34:07** Where either a suspension and/or dismissal is proceeded with to arbitration, the Arbitration Board shall have the authority to either rescind, vary or uphold the decision of the Commission.

Article 35 Grievance and Arbitration Procedure

35:01 Definitions

- (a) "REPRESENTATIVE" - means the following:
- (i) staff member of the Union
 - (ii) Steward(s) of the Golico Component of the Union.
 - (iii) Officer(s) of the Golico Component of the Union.
- (b) "GRIEVANCE" - means a complaint in writing presented by an employee and/or a Representative, on that employee's behalf or on behalf of one or more other employees with respect to: (i) any matter relating to working conditions not specifically covered by this Agreement. (ii) any matter concerning the application, interpretation or any alleged violation of this Agreement.
- (c) "POLICY GRIEVANCE" - means a complaint in writing presented by a representative of the Union with respect to any matter concerning the application, interpretation or any alleged violation of this Agreement. Such grievances shall be submitted to the Vice President, Human Resources and Administration, who, for the purposes of policy grievances, shall be equivalent to Step 2 of the grievance procedure.
- (d) "DAYS" - referred to in this Article are days excluding Saturdays, Sundays and Holidays.
- (e) "PERSON AUTHORIZED" - means employees of the Commission authorized to accept grievances for processing.

35:02 The Commission shall have persons authorized to accept grievances for processing, in all locations operated by and for the Commission.

35:03 Whenever a grievance is presented to a person authorized to accept same, no discussion shall be allowed to take place as to the nature of the grievance.

35:04 Hearings shall be held at all steps of the Grievance and Arbitration Procedure and further the grievor shall be entitled to have a Representative(s) of his/her choice present.

35:05 A grievance shall not be deemed to be invalid or defeated by reason of technical irregularity.

35:06 The grievor or Representative may clarify the written description of the grievance at any step, providing the substance of the grievance is not changed.

35:07 Whenever a grievance is presented for processing, a receipt shall be issued to the grievor or Representative forthwith, showing the actual date when the grievance was presented and the signature of the person accepting the grievance for processing.

35:08 Whenever a reply to a grievance is presented to the grievor or Representative, a receipt shall be issued forthwith to the Commission Representative showing the actual date received and the signature of the person who received the reply.

35:09 Steps of the Grievance and Arbitration Procedure:

One -- Immediate Supervisor (excluded personnel)

Two -- Director/Vice President responsible for relevant Department

Three -- President or designate

Four -- Arbitration Board.

35:10 Step One

- (a) Within twenty (20) days from the date when an employee became aware, orally or in writing, of the circumstances giving cause for a grievance, the employee and/or Representative shall present the grievance to a "person authorized".
- (b) Within fifteen (15) days from the date the grievance was presented, the decision of Step One shall be presented in writing to the grievor and/or Representative.

35:11 Step Two

- (a) Where the decision is unsatisfactory to the grievor, the grievance shall, within fifteen (15) days from the date the reply was received from Step One, be presented by the grievor and/or Representative to a "person authorized" for consideration at Step Two.
- (b) Within fifteen (15) days from the date the grievance was presented, the decision of Step Two shall be presented in writing to the grievor and/or Representative.

35:12 Step Three

- (a) Where the decision is unsatisfactory to the grievor, the grievance shall, within fifteen (15) days from the date the reply was received from Step Two, be presented by the grievor and/or Representative to a "person authorized" for consideration at Step Three.
- (b) Within twenty (20) days from the date the grievance was presented, the decision of Step Three shall be presented in writing to the grievor and/or Representative.

- 35:13** (i) Where the Commission fails to issue a decision at any step of the Grievance Procedure within the time limits specified, the grievor or Representative may process the grievance to the next step.
- (ii) Either party may request an extension of the time limits provided such extension is requested prior to the expiry of the time allowed. An extension, if requested, shall not be unreasonably withheld.

35:14 Step Four - Arbitration Board

Where the decision of Step Three is unsatisfactory to the grievor and to the Union, the grievance shall, within twenty (20) days from the date the reply was received from Step Three, be referred to an Arbitration board and proceeded with in the following manner.

- (i) The Union shall, in writing to the President and C.E.O. of the Commission, state that the grievance is to be proceeded with to Step Four and also in the letter state the name of the Union's appointee to the Arbitration Board.
- (ii) Within ten (10) days of the receipt of the letter as provided in (i) above, the Commission shall, in writing, notify the Union of the Commission's appointee to the Arbitration Board.
- (iii) Within ten (10) days of the receipt of the letter as provided in (ii) above, the two (2) appointees shall meet and select a third member who shall be the Chairperson of the Arbitration Board and without delay notify the Commission and the Union of the name of the Chairperson.
- (iv) If in the event the Commission fails to appoint an appointee or if the two (2) appointees fail to agree upon a third member within applicable time limits, at the written request of either party, the appointment(s) shall be made by the Chief Justice for the Province of Manitoba.
- (v) Within ten (10) days following the appointment of the Chairperson, the Board shall cause hearing(s) to be held and the Board shall notify the Commission and the Union of the time, date and place of the hearing(s).
- (vi) Either party is entitled to call in witnesses or other persons to give testimony and if employees of the Commission are called in by the Commission they shall be allowed leave with pay and if employees of the Commission are called by the Union they shall be allowed leave on a wage recovery basis.
- (vii) Within fifteen (15) days of the conclusion of the hearing(s) or such longer period of time mutually agreed to by the parties, the Board shall render its decision in writing to the Commission and the Union.
- (viii) The decision of the majority shall be the decision of the Board and such decision shall be final and binding upon the parties.
- (ix) The Board shall not have the authority to amend, add to or in any manner change any Article of the Agreement.
- (x) Each party shall bear all expenses of their appointee to the Board and shall bear equally the expenses of the Chairperson of the Board.

35:15 Step Four - Sole Arbitrator

Where the party initiating the arbitration proceeding wishes to request arbitration by a single arbitrator, the notice referred to in subsection 35:14 shall so state:

- (i) Where the party who receives the notice accepts the request for a single arbitrator, the parties will attempt to reach agreement on the selection of a single arbitrator within ten (10) working days.
- (ii) Where the party who receives the notice rejects the request for a single arbitrator or where the parties have failed to reach agreement on the selection of a single arbitrator within ten (10) working days, the party initiating the arbitration proceedings may submit the name of its appointee to the board in accordance with Section 35:14(i) within ten (10) working days.
- (iii) Where the parties have agreed to a single arbitrator, the single arbitrator shall be considered to be an Arbitration Board for the purposes of this Article.

Article 36 Premiums

36:01 **Effective March 29, 2010**, each full-time employee required to work a scheduled shift shall receive a shift premium of **one dollar and five cents (\$1.05)** per hour or portion thereof per day, for only scheduled shift hours worked past 6:00p.m. Such differentials shall not form part of the basic wage rate or be used in calculating overtime pay. Any overtime worked after a scheduled shift will not be eligible for the shift premium..

- 36:02**
- (a) Effective date of signing each regular employee shall receive **sixty five cents (\$0.65)** per hour for all regular hours of work or portions thereof on a Saturday or Sunday.
 - (b) Each regular employee who works overtime shall be eligible for weekend premium for all hours of work or portions thereof on a Saturday or Sunday.
 - (c) The weekend premium shall not be included in the calculation of overtime payments, superannuation, group life insurance, sick leave payments, vacation pay or any other employee benefits.

Article 37 Longevity

37:01 Effective date of ratification, in addition to all other salary due him, each full-time employee who has received the maximum salary in his/her classification for a continuous period of five (5) years, shall be granted a longevity increment which will be an amount equal to five percent (5%) of his/her then hourly rate of pay in the applicable classification, such increment to be granted only once in each classification. Upon change of classification the longevity increment will form part of the new salary.

37:02 Where an employee has received a longevity increase pursuant to Article 37:01 and that employee is promoted, the employee will receive a dollar increase equal to the difference between the salary at Step 3 of the classification from which he/she is being promoted (excluding the longevity increase) and the salary at the step of the classification to which the employee has been promoted.

Notwithstanding Article 24:03(a), it is recognized that this procedure could result in an employee being placed between steps on the scale. In such cases, progression to a full step on the scale would be in accordance with Article 24:03.

37:03 In no case can an employee receive a longevity increase which would result in a salary greater than five percent (5%) above Step 3 in the classification.

Article 38 Remoteness Allowance

38:01 All employees who have an established place of residence north of latitude 53, in areas such as The Pas, Flin Flon or Thompson shall receive a monthly Remoteness Allowance as follows:

	Date of Signing	March 28, 2011	March 26, 2012
Single	\$250.00	\$255.00	\$260.00
Dependent	\$300.00	\$320.00	\$330.00

38:02 All employees employed by the Commission at the Port of Churchill shall receive a monthly Remoteness Allowance as follows:

	Date of Signing	March 28, 2011	March 26, 2012
Single	\$360.00	\$370.00	\$400.00
Dependent	\$475.00	\$500.00	\$524.00

Article 39 Statutory Holidays

39:01 (a) Statutory holidays with pay are:

New Year's Day	Easter Monday
Civic Holiday	Remembrance Day (November 11)
Louis Riel Day	Victoria Day
Labour Day	Christmas Day
Good Friday	Canada Day
Thanksgiving Day	Boxing Day

(b) Additional days may be designated as holidays from time to time, plus any other statutory holidays declared by Federal, Provincial or Municipal Government authorities, at the discretion of the Commission.

- 39:02** Provided that where any statutory holiday falls on a Saturday or Sunday, the working day(s) following the holiday(s) shall be observed as a holiday(s) in lieu thereof, except in liquor stores.
- 39:03** Where any of the holidays mentioned in 39:01(a) above falls on the non-working day of a regular employee who normally works five (5) days a week in a store which is open six (6) days a week, the employee so affected shall have the option of receiving pay for the said holidays at a rate which is one hundred fifty percent (150%) of his normal salary or receiving time off at a rate of one and one-half (1 ½) days for each day falling on his/her non-working day. Such leave to be taken at a time mutually agreeable to the employee and the Commission.
- 39:04** All other employees who are required to work other than on a Monday to Friday basis, shall be entitled to the equivalent of one (1) day's pay or time off in lieu thereof for any of the holidays mentioned in 39:01(a) where such holiday falls on their non-working day. Such leave to be taken at a time mutually agreeable to the employee and the Commission.
- 39:05** **In a week in which one (1) Statutory Holiday occurs, provided the employee has not worked the Statutory Holiday and has received that day off with pay in lieu, the scheduled work hours for a full time, four (4) day/week retail employee will be 28.5 hours. Overtime premiums shall be applicable for all hours worked after 28.5 hours. In a week in which one (1) Statutory Holiday occurs, provided the employee has not worked the Statutory Holiday and has received that day off with pay in lieu, the scheduled work hours for a full time, five (5) day/week retail employee will be 30.4 hours. Overtime premiums shall be applicable for all hours worked after 30.4 hours.**
- 39:06** **In a week in which two (2) Statutory Holidays occur, provided the employee has not worked the Statutory Holidays and has received those days off with pay in lieu, the scheduled work hours for a full time, four (4) day/week retail employee will be 19 hours. Overtime premiums shall be applicable for all hours worked after 19 hours. In a week in which two (2) Statutory Holidays occur, provided the employee has not worked the Statutory Holidays and has received those days off with pay in lieu, the scheduled work hours for a full time, five (5) day/week retail employee will be 22.8 hours. Overtime premiums shall be applicable for all hours worked after 22.8 hours.**

Article 40 Vacations With Pay

- 40:01** Employees shall receive vacation with pay as follows:
- (a) immediately upon completion of a full vacation year of continuous employment, an employee shall be entitled to vacation with pay for a period of three (3) weeks and three (3) weeks vacation within each of the following two (2) years thereafter.
 - (b) immediately upon completion of the employee's fourth year of continuous employment, the employee shall be entitled to and shall receive four (4) weeks vacation within that vacation year and four (4) weeks vacation within each of the following five (5) years thereafter.

- (c) immediately upon completion of the employee's tenth year of continuous employment, the employee shall be entitled to and shall receive five (5) weeks vacation within that vacation year and five (5) weeks vacation within each of the following nine (9) years thereafter.
- (d) immediately upon completion of the employee's nineteenth year of continuous employment, the employee shall receive six (6) weeks vacation within that vacation year and six (6) weeks vacation each year thereafter.
- (e) employees will receive a bonus week's vacation upon completion of thirty-five (35) years of service and again upon completing each two (2) years of succeeding service.
- (f) any employee who has completed less than one (1) full vacation year of continuous employment shall be entitled to and shall receive vacation with pay at a rate of one and one quarter (1 ¼) working days for each month worked.
- (g) for purposes of this Article the following will apply:
 - (1) vacation year shall mean the period April 1 to March 31.
 - (2) an employee commencing employment on or prior to the fifth day of any month shall be deemed to have worked the entire month.
 - (3) fractions of days greater than one-half (½) shall be rounded up. Fractions of days less than one-half (½) shall be rounded down.

40:02 An employee while on leave with pay, sick leave with pay or in receipt of Workers Compensation shall be entitled to his vacation with pay in the same manner as if he was not absent from work.

40:03 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.

40:04 Vacation leave of up to four (4) weeks may be taken at any time within the vacation year provided such vacation leave has been approved by that employee's Department Head or his delegate. Employees may request the deferral of up to two (2) weeks of their vacation entitlement for use in the following vacation year. Such requests will be considered only once in every two (2) year period. If more than one (1) employee in the same store or department requests deferral of vacation entitlement in the same vacation year, the Department Head concerned will determine if the operating needs of the department require that only one (1) employee may defer his vacation entitlement. If the Department Head determines that only one (1) employee may be allowed to defer his vacation in that vacation year, the request of the most senior employee would be granted.

40:05 Vacation leave shall not be taken in advance of when it is earned.

40:06 Vacation leave shall be taken on the basis of seniority as follows:

- (a)** Where an employee as a result of his seniority selects his vacation in two (2) or more periods, he must after making his selection for the first period, wait until all other employees have their opportunity according to their seniority and after the seniority list has been gone through, shall receive his opportunity to select either the second period of his choice, and so on.
 - (b)** Full-time employees who commenced service on the same date shall have their seniority, for purposes of scheduling vacation leave, determined as follows:
 - (i)** any prior service accumulated as a part-time employee shall be considered, with the employee having the most deemed the most senior; or
 - (ii)** in all other cases, chance shall be the method of determination.
- 40:07** (a) Where, in an emergency, the Commission finds it necessary to restrict the whole or part of the vacation leave of an employee, the employee concerned shall be granted such unexpended leave at the employee's choice of when it is to be taken.
- (b) The Commission, with the consent of the employee, may authorize payment of salary in lieu of vacation or any portion thereof.
- 40:08** All employees required to live north of the 53rd parallel of latitude shall have two (2) additional days of travelling time added to their normal vacation period.
- 40:09** In the event an employee dies, payment for unused vacation shall be made to his estate.
- 40:10** Except as provided in Article 40:04, vacation leave shall be taken in the vacation year following the vacation year in which it is earned.
- 40:11** Vacation leave greater than four (4) weeks may be granted to an employee who is planning an out of province or out of country trip or where it is operationally feasible to grant vacation leave greater than four (4) weeks.
- 40:12** Effective date of signing a part-time employee who is promoted to a full-time position (full-time seniority date) shall have their total accumulated service since their commencement date recognized only for purposes of determining how much vacation with pay they will receive under Article 40:01 of the Collective Agreement.
- Depending when the promotion takes place the promoted employee may have completed less than one (1) full vacation year of continuous employment as set out in Article 40:01(f) and (g), and therefore they shall be entitled to receive vacation with pay that is pro-rated for the first year of full-time employment.
- Vacation leave shall be taken on the basis of seniority as set out in Article 40:06 and in accordance with the employee's seniority as set out on the full-time list established under Article 16:03.

Article 41 Sick Leave

- 41:01** The Commission shall grant sick leave with pay to an employee to the extent the employee has accumulated such sick leave as provided for in Article 41:03 and 41:05.
- 41:02** Sick leave shall be credited to an employee to protect him/her from loss of earnings when he/she is incapacitated by illness, injury or for an absence as a result of an injury that is pending a decision of the Workers Compensation Board.
- 41:03** An employee shall accumulate sick leave at the following rates:
- (a) during the first four (4) years of service one (1) working day per month.
 - (b) after the first four (4) years of service two (2) working days per month.
- 41:04** The maximum number of sick leave days an employee will be able to accumulate will be one hundred and fifty (150).
- 41:05** Sick leave shall not accumulate during a month when an employee is:
- (a) on leave of absence without pay for more than ten (10) consecutive days.
 - (b) absent on sick leave for more than thirty (30) consecutive days.
 - (c) absent without leave.
- 41:06** Absences for sick leave shall be deducted from accumulated sick leave credits for all normal working days (exclusive of Holidays as defined in Article 39:01). Where an employee is absent for part of his/her shift because of illness, deductions from sick leave credits shall be made for actual hour(s) missed.
- 41:07** Where an employee is absent from duty because of illness, the employee shall endeavour to notify his/her immediate supervisor of his/her absence at the earliest possible opportunity.
- 41:08** Upon returning to duty, the employee will be required to complete an absentee report which will be provided to the employee for illnesses of two (2) days or less. Upon completion, he/she shall turn it over to his/her immediate supervisor who shall forward it to the Human Resources and Administration Division.
- 41:09** Where an employee is absent because of illness for three (3) consecutive working days or more, he/she shall be required, upon his/her return to work, to furnish the Commission with a certificate or letter from a duly qualified medical practitioner, certifying that the employee was unable to be present at work because of the illness and where an employee is unable to furnish a certificate or letter, he/she shall not be entitled to be paid for the period of his/her absence.
- 41:10** (a) The Commission may require an employee to have a psychiatric and/or physical examination by a duly qualified medical practitioner designated by the Commission or designated by the employee and acceptable to the Commission.

- (b) The full cost of such examinations shall be borne by the Commission and the appointment(s) shall be on that employee's working time or arrangements be made for compensatory time off at the employee's option and choice.
- 41:11** A record of all unused sick leave credits will be kept by the Commission. Each employee shall be informed, on application, the amount of sick leave accrued to his/her credit.
- 41:12** An employee is entitled to be paid sick leave for time lost due to quarantine where he/she is unable to work as certified by a qualified medical practitioner.
- 41:13** Where conditions warrant, family leave with pay may be granted to an employee to attend to an immediate family member who has a real, immediate and unavoidable medical condition. To qualify, an employee must have a minimum of thirteen (13) days sick leave credits. Such days shall be limited to a maximum of five (5) days per calendar year and shall be deducted from the employee's sick leave pool. A medical certificate from a qualified medical practitioner may be requested by the Commission to verify family illness if the employee is absent from work three (3) consecutive days. An employee is not allowed to reduce his/her sick leave credits to less than twelve (12) days per calendar year as a result of the application of this Article.
- 41:14** When an employee is unable to work and is in receipt of an income replace indemnity (I.R.I.) from M.P.I. as a result of an injury incurred in a vehicle accident, the employee may elect to be paid an additional amount, which when combined with the I.R.I. benefit, shall ensure the maintenance of net salary. Such additional amount shall be chargeable to the employee's sick leave credits accrued at the time the employee commenced receipt of the I.R.I. and such additional payment shall be payable until the employee's accrued sick leave credits have been exhausted.
- 41:15** The Commission will advise the Union of medical accommodations required for employees covered by this agreement and will work jointly with the Union to facilitate the required accommodation. The Commission will take reasonable steps to provide medical accommodation to employees who are unable to perform any or all of the duties of their regular position.

Article 42 Bereavement Leave

- 42:01** Effective at date of ratification, an employee shall be granted four (4) days leave with pay in the event of the death of a member of the employee's immediate family. For purposes of this section, immediate family is defined as; father (step father), mother (step mother), mother-in-law, father-in-law, grandparent, brother, sister, spouse, child, step child or ward of the employee or a relative permanently residing in the employee's household or with whom the employee resides and common-law spouse or life partner.
- 42:02** An employee shall be granted one (1) day leave with pay in the event of the death of an employee's son-in-law, daughter-in-law, brother-in-law, sister-in-law, grandchild, aunt, uncle, nieces and nephews.

- 42:03** An additional two (2) days shall be granted where it is necessary for the purpose of travelling at least two hundred twenty-five (225) km from the employee's home to attend the funeral.
- 42:04** An additional two (2) days shall be granted for the purpose of travelling more than two thousand (2,000) kms (one-way) from the employee's home to attend the funeral of a member of the employee's immediate family. This may be granted at the discretion of the Commission. Mother-in-law and father-in-law are also deemed to be immediate family for the purpose of this Article 42:04.

Article 43 Leave for Other Reasons

- 43:01** (a) An employee shall be granted leave with pay to a maximum of one (1) day for acting as a pallbearer.
- (b) An employee may be granted leave with pay to a maximum of four (4) hours for attendance at the funeral of a friend.
- (c) Where conditions warrant it, special leave with pay may be granted when circumstances not directly attributable to the employee, including but not limited to illness in the immediate family as defined in Article 42:01, prevent his report for duty. Such leave shall not be unreasonably requested or withheld. Utilization of banked time and vacation credits shall be used prior to requesting special leave.
- 43:02** For the purpose of this Article, immediate family is defined as per Article 42:01.

43:03 (a) Family Leave

Unpaid Family Leave of up to 3 days per year will be granted to an employee with a minimum of 30 days of service, but only to the extent that the leave is necessary for:

- i) the health of the employee; or**
- ii) the employee to meet his or her family responsibilities in relation to a family member as defined in Article 42:01.**

The employee must provide as much notice as is reasonable and practicable in the circumstances and the Commission may require the employee to provide verification of the necessity of the leave. If the employee takes any part of a day as leave under this Article, the Commission may count that day as a day of leave for the purpose of this Article.

(b) Unpaid Compassionate Care Leave

Unpaid Compassionate Care Leave of up to 8 weeks will be granted to an employee with a minimum of 30 days of service to provide for the care or support to a seriously ill member of the employee's immediate family as defined in Article 42:01.

Physicians Certificate:

For an employee to be eligible for leave, a physician must issue a certificate stating that:

- (a) A family member, as defined above, of the employee has a serious medical condition with a significant risk of death within 26 weeks from:

 - (i) The day the certificate is issued; or**
 - (ii) If the leave was begun before the certificate was issued, the day the leave began; and****
- (b) The family member requires the care or support of one or more family members.**

The employee must give the employer a copy of the physician's certificate as soon as possible.

An employee who wishes to take a leave under this section must give the employer notice requesting leave of at least one pay period, unless circumstances necessitate a shorter period.

An employee may take no more than two periods of leave totalling no more than eight weeks, which must end no later than 26 weeks after the day the first period of leave began.

No period of leave under this Article may be less than one week's duration.

Unless the employee and employer agree otherwise, an employee may end a leave earlier than the expiry of eight (8) weeks by giving the employer at least 48 hours notice of his or her expected date of return.

- (c) The employer may grant leave without pay to a full time employee with a minimum of five (5) years full time employment to provide for the immediate and temporary care of an elderly member of the employee's family. Request for this leave must be submitted, in writing, specifying the length of time requested, reason leave is requested and submitted to the employee's direct manager, fourteen (14) days in advance. Leave without pay will be at the discretion of the Commission.**

43:04 Leave without pay may be granted for personal needs in the following manner:

- (a) Full-time employee, with a minimum of five (5) years full-time employment, requesting personal leave without pay, must submit a request in writing specifying reasons for the request and length of time requested. Leave without pay may be granted to the discretion of the Commission.**

Article 44 Leave for Birth or Adoption of Child

- 44:01 (a) A male employee shall be granted two (2) days leave with pay for the birth of his child.**

- (b) An employee shall be granted leave with pay up to a maximum of two (2) days on the occasion of his/her adoption of a child.

Article 45 Workers Compensation

- 45:01** (a) When an employee is unable to work and is in receipt of Workers Compensation as a result of an injury incurred in the course of his duties, the employee shall be paid his regular salary, less usual deductions.
- (b) If at any time it is decided by the W.C.B. that the "regular salary" paid by the Commission involves a "top-up" and it is decided by the W.C.B. that the additional amount "top-up" must be offset against benefits otherwise payable by the W.C.B. then such additional amount shall not be payable to the employee.
- 45:02** Sick leave credits shall not accumulate after the third and subsequent months of continuous absence while on Workers Compensation.

Article 46 Maternity Leave/Parental Leave

- 46:01** (a) Every pregnant employee who has completed twenty-four (24) continuous weeks of employment with the Commission shall be eligible for Maternity Leave, upon presentation of a certificate from a duly qualified medical practitioner giving the estimated date of delivery, to a maximum of seventeen (17) continuous weeks **if delivery is on or before the date of delivery specified in the medical certificate or a period of seventeen (17) weeks plus an additional period of time equal to the period between the date of delivery specified in the medical certificate and the actual date of delivery, if delivery occurs after the date mentioned in that certificate. Such leave shall not normally commence more than seventeen (17 weeks) prior to the expected date of delivery, but in any case no later than the actual date of delivery.**
- (b) Upon date of signing, a **full-time permanent** employee who has been granted Maternity Leave shall, upon request to the Liquor Commission, be entitled to 93% of her salary for the first two (2) weeks.
- (c) Upon application, the Commission will pay a **full-time permanent** employee on Maternity Leave sufficient monies that when combined with E.I. payments and any other earnings in respect of any week will result in 93% of the employee's salary. This supplement will be continued for a maximum of fifteen (15) weeks.

- (d) An employee wishing to resume employment on expiration of maternity leave shall be reinstated in the position occupied at the time such leave commenced or in a comparable position and shall be paid at the same step she was in prior to commencement of maternity leave with no loss of benefits. **Leave granted to an employee under any of the foregoing Article 46 shall normally end 17 weeks after it began or 17 weeks after it began plus the additional period of time equal to the time between the estimated date and the date of delivery. Where necessary, the Commission may extend the length of maternity leave upon certification of the attending physician.**

46:02 A **full-time permanent** employee applying for Maternity Supplement must sign an agreement with the Liquor Control Commission providing that:

- (a) she will return to work and remain in the employ of the Liquor Commission on a full-time basis for at least six (6) months following her return to work, and
- (b) she will return to work on the date of the expiry of her Maternity Leave unless this date is modified by mutual agreement of the employee and the Liquor Commission, and
- (c) should she fail to return to work as provided under (a) above, she is indebted to the Liquor Commission for the full amount of pay received as a Maternity Allowance during her entire period of Maternity Leave.
- (d) if unforeseen circumstances prevent an employee from returning to work, the Liquor Commission may waive the requirement to pay back benefits.
- (e) if she does not take Parental Leave as provided in Article 46:03 she will return to work on the date of the expiry of her Maternity Leave.
- (f) if she does take Parental Leave as provided in Article 46:03 she will return to work on the date of the expiry of her Parental Leave.
- (g) should she fail to return to work as provided under Maternity Leave and Parental Leave she is indebted to the Liquor Commission for the full amount of pay received as a maternity allowance during her entire period of Maternity Leave.
- (h) during the period of Maternity/Parental Leave paid vacation and sick leave benefits will not accrue. However, the period of Maternity Leave will count as service towards long service vacation time. Any other benefits which require an employee contribution shall be maintained upon agreement with the Employer to be paid for **in advance** by the employee.

46:03 Parental Leave

An employee who adopts or becomes a parent of a child is entitled to parental leave. In the case of adoption, the adoption must occur or is recognized under Manitoba Law.

46:04 An employee who qualifies must have completed twenty-four (24) continuous weeks of employment, and

- (i) submit to the Commission 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.
- (ii) **an employee who qualifies in accordance with Article 46:03 and 46:04 is entitled to Parental Leave without pay for a continuous period of up to thirty-seven (37) weeks or thirty-seven (37) weeks less the number of days by which the notice given is less than four (4) weeks. During the period of Parental Leave, paid vacation and sick leave benefits will not accrue. However, the period of Parental Leave will count as service towards long service vacation time. Any other benefits which require an employee contribution shall be maintained upon agreement with the Employer to be paid for in advance for by the employee.**
- (iii) when 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 Commission.
- (iv) subject to Article 46:04(iii) 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.

Article 47 Group Life Premiums

47:01 It is agreed that the Commission shall pay the full cost of each employee's Group Life Insurance premiums up to and including the fourth multiple, upon date of signing.

Article 48 Accidental Death and Dismemberment Premiums

48:01 It is agreed that the Commission shall pay the full price of each employee's Accidental Death and Dismemberment Premiums effective on the date of signing.

Article 49 Ambulance, Hospital Semi-Private Plan, and Health Care Spending Account (HCSA)

49:01 The full cost of employee's premiums for the Health Insurance, Ambulance and Hospital Semi-Private Plan shall be paid by the Commission and shall continue to be paid at applicable rates during the life of this Agreement.

49:02 Effective **March 29, 2010**, the Commission shall pay **eighty five percent (85%)** of the premiums for the major medical plan program (Extended Health).

49:03 Health Care Spending Account

Effective January 1, 2005, a Health Care Spending Account will be established for all full-time employees. Full-time 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, eye glasses, etc. that are considered tax deductible by Revenue Canada but are not covered by any other plan.

Full time 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 Care Spending Account must be used in the **benefit** year in which they are allocated. There will be no carry over of Health Care 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 Care 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 MLCC receives a Health Care Spending Account Payment Form authorizing the MLCC to reimburse the full-time employee. Claims that are only eligible under the Health Care Spending Account can be submitted along with receipts on a completed Health Care Spending Account Claim Form.

Claims will be paid once per month upon accumulation of fifty dollars (\$50.00) in expenses, or at the end of the benefit year, which runs from **April 1 to March 31**, if the employee has not reached fifty dollars (\$50.00).

The benefit year is understood to be April 1st to March 31st annually.

Article 50 Retirement/Termination Allowance

- 50:01** Effective April 1, 2001, an employee whose services are terminated as a result of retirement in accordance with the Civil Service Superannuation Act, medical disability, permanent layoff, or death, shall receive retirement/termination allowance in the amount of one (1) week's pay at his/her then current salary for each complete year of continuous employment, up to a maximum of twenty-five (25) weeks.
- 50:02** **Effective date of signing, an employee shall have his/her pro-rated part time service, if any, aggregated with his/her full time service recognized only for the purposes of calculation of the Retirement/Termination Allowance under Article 50:01 of the Collective Agreement. Such aggregated service must be continuous.**

Article 51 Effect of Refusal to Facilitate Struck Employer

- 51:01** The Commission and no person acting on behalf of the Commission shall discharge or refuse to continue to employ or refuse to reemploy or layoff or transfer or suspend or alter the status of an employee who has refused to perform all or any of the duties or responsibilities of an employee who is participating in a legal strike or who is locked out.

Article 52 Pay Plan

- 52:01** The provisions of any pay plan insofar as it applies to employees covered by this Agreement, after being mutually agreed upon by both parties hereto, shall be incorporated into and form part of this Agreement and will be known as Appendix "A".
- 52:02** Where the Commission deems it necessary to adjust the rate(s) of pay for an existing classification of an employee(s) or to establish a rate(s) of pay for a new classification of employee(s) the procedure for any such amendment or any alteration of the Pay Plan shall be by joint negotiations between the parties hereto.

Article 53 Employer Liability

- 53:01** The Commission agrees to indemnify and save harmless any employee covered by this Agreement from and against any liability incurred by the employee by reason of any actions taken by the employee in good faith and within the scope of his employment with the Commission.
- 53:02** (a) The employee, upon being served with any legal process or upon receipt of any action or proceeding, as hereinbefore referred to, being commenced against him, shall immediately advise the Commission through his/her Department Manager and/or Vice President, Human Resources and Administration of any such notification or legal process.
- (b) Upon the employee notifying the Commission in accordance with paragraph (a) above, the Commission 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 Commission shall unilaterally appoint counsel. The Commission accepts full responsibility for the carriage of the proceedings and the employee agrees to cooperate fully with appointed counsel.

Article 54 Dental Plan

- 54:01** (a) (i) The Dental Plan will pay one hundred percent (100%) of the coverage for Basic Service.
- (ii) Basic Dental Coverage will be provided to children of a divorced employee who are dependent upon that employee for financial support.
- (iii) The maximum amount the plan will pay in any calendar year for combined basic and major dental care is as follows:
- | | |
|-------------------|------------|
| February 15, 2004 | \$1,500.00 |
| April 1, 2004 | \$1,525.00 |
| April 1, 2005 | \$1,550.00 |
- (b) Upon date of ratification, the Commission shall provide for the term of this Collective Agreement seventy percent (70%) coverage for Major Service.

- (c) Upon date of ratification and limited to orthodontic treatment under an approved plan performed on and after that date, orthodontic coverage under the Dental Plan will be continued for dependent children up to the child's twentieth (20th) birthday provided:
- (i) orthodontic treatment was approved by the carrier and commenced prior to the child's twentieth (20th) birthday.
 - (ii) child continues to be a dependent of the employee.
- Coverage is limited to fifty percent (50%) of allowable expenses.
- (d) Effective April 1, 2004, orthodontic plans approved after the date of ratification of the Collective Agreement, the lifetime maximum coverage will increase to one thousand eight hundred and fifty dollars (\$1,850.00).

The basis of payment of covered services shall be the current fee schedule for the Manitoba Dental Association, as it is amended from time to time.

Article 55 Jury Duty

- 55:01** The Commission shall grant paid leave to employees who have been subpoenaed to act as a juror or witness.
- 55:02** All jury fees must be signed over to the Commission for deposit in the Commission's general account. Employees are entitled to retain any reimbursement for personal expenses incurred.

Article 56 Workplace Health and Safety Committee

- 56:01** The Commission and the Union recognize the importance of establishing a Workplace Health and Safety Committee to enhance the ability of employees and managers to resolve health and safety concerns. Therefore, the Commission and the Union agree to the formation of a Workplace Health and Safety Committee. The Commission and the Union will have equal representation. The Committee shall meet as often as required to establish terms of reference and operating procedures.

Article 57 Robbery or Aggravated Assault

- 57:01** The Commission recognizes and is concerned about potential trauma for employees threatened with a deadly weapon during a robbery attempt or employees subjected to aggravated assault. The Commission recognizes that such employees may require counselling and/or time off under the sick leave provisions. The Commission will refer such employees to counselling services if the employee so desires.

Article 58 Consultation Provision

- 58:01** During the term or prior to the termination of this Agreement, the parties shall, at the request of either party, meet at least once every two (2) months for the purpose of discussing issues relating to the workplace which affect the parties hereto or any employee bound hereby.

Article 59 Vision Care and Hearing Aid Plan

59:01 Upon date of ratification, a Vision Care Plan covering reimbursement of one hundred percent (100%) of vision care expenses up to a maximum of two hundred dollars (\$200.00) per person in any period of twenty-four (24) consecutive months.

Eligible vision care expenses include the cost of:

eyeglasses (frames and/or lenses)

replacement glasses

repairs to existing glasses

contact lenses

which are prescribed as a result of an eye examination by a licensed medical doctor, ophthalmologist or optometrist.

No benefits are payable for industrial safety glasses, where a third party is responsible for payment.

* Must be a participant in a major medical plan program in order to get eye exam.

59:02 Where it is prescribed by the attending physician that an employee requires the assistance of two (2) hearing aids (one for each ear), the Hearing Aid Plan will cover the purchase of each Hearing Aid up to a maximum of three hundred and fifty dollars (\$350.00) each during a five (5) year period, excluding payment for repairs, maintenance, batteries and recharging services.

59:03 Effective January 1, 2001, combined premiums for the Vision Care and Hearing Aid Plans will be one hundred percent (100%) paid for by the Commission.

Article 60 Harassment

60:01 The Commission and the Union recognize that harassment may exist in the workplace, however, both agree that harassment will not be tolerated.

60:02 Harassment shall be defined as:

- (a) A course of unwelcome and offensive comments, behaviours or actions which offend, abuse, humiliate, demean or cause loss of dignity.
- (b) unwanted sexual attention of a persistent or abusive nature by one employee to another.
- (c) an implied or expressed promise of reward for complying with a sexually oriented request.
- (d) an implied or expressed statement that compliance with a sexually oriented request is expected in order to maintain existing benefits.
- (e) an implied or expressed threat or reprisal, in the form of actual reprisal or the denial of opportunity, for refusal to comply with a sexually oriented request.

(f) sexually oriented behaviour that creates a negative psychological and emotional environment for work.

60:03 Where an employee is of the opinion that he or she has been or is being harassed by another employee, the employee may forward a written complaint directly to the President and C.E.O. The complaint shall be marked "Personal and Confidential".

60:04 The President and C.E.O. or his designate will endeavour to resolve the matter in an expeditious and confidential manner.

60:05 The alleged offender shall be entitled to notice of the complaint and shall be given the opportunity to respond to the complaint.

60:06 The President and C.E.O. or designate, after investigating the complaint, shall have the authority to:

(a) dismiss the complaint, or

(b) determine the appropriate discipline, and/or

(c) take any action which in his or her opinion may be necessary.

60:07 Where the President and C.E.O. or designate determines that a complaint has been made for frivolous or vindictive reasons, he or she shall have the authority to:

(a) take disciplinary action against the complainant and/or

(b) take any action against the complainant which in his or her opinion may be necessary.

(c) any action taken in (a) and (b) above is subject to Article 35.

Article 61 Warehouse

61:01 Upon date of signing it is hereby agreed that during the period of September 1 until December 31, the Commission may require Warehouse Personnel to work a maximum of forty (40) consecutive working days on a two (2) shift per day basis.

The first shift shall commence at 0800 hours and conclude at 1600 hours on the same day. The second shift shall commence at 1600 hours and conclude at 2400 hours.

Such shifts shall operate five (5) days per week on a Monday to Friday basis.

All employees who are working on the two (2) shift basis shall work an equal number of first shifts and second shifts on an alternating weekly basis during this period.

Article 62 Stores Operations

62:01 Where more than fifty percent (50%) of the full-time employees at a work location have indicated a desire to implement a four (4) day work week, the Union Steward, being the representative of the employees, and the Store Manager will meet to study the feasibility of implementing a four (4) day work week.

Where agreement cannot be reached, the matter will be referred to the appropriate Area Manager, who will meet with a representative of the Union. Where a four (4) day work week cannot be implemented, the parties hereto shall study the feasibility of earlier closing times and/or stores closing one (1) day a week (other than Sundays), in an effort to implement better shift schedules with a view to having more consecutive days off each month.

When agreement between the parties hereto can be reached regarding any changes to the existing hours in a particular store, then the changes shall be implemented for that particular work location.

For the purposes of this Article and in relation to the Collective Agreement, when employees work a four (4) day work week, a regular work day shall be nine and one-half (9 ½) consecutive hours per day with a one-half (½) hour paid lunch break inclusive.

The work week shall be thirty-eight (38) hours per week, four (4) days from Monday to Saturday inclusive with paired days off wherever possible.

If an employee works more than nine and one-half (9 ½) hours per day, he shall receive overtime compensation at the rate of time and one-half (1 ½x) for all hours worked beyond nine and one-half (9 ½) hours.

If an employee on the four (4) day work week works more than four (4) days in any week, he shall receive overtime compensation at the rate of time and one-half (1 ½x) for all time worked except for Sundays or Holidays when he shall receive double time (2x) for all time worked.

Where any of the holidays mentioned in 39:01(a) of the Agreement falls on the non-working day of an employee who is on the four (4) day work week, the employee so affected shall be entitled to pay or a work day off in lieu of same, at a time mutually agreeable to the employee and the Commission.

An employee on the four (4) day work week, who has completed less than one (1) full vacation year of continuous employment shall be entitled to and shall receive vacation with pay at a rate of one (1) working day for each month worked.

Where an employee who works the four (4) day work week is absent from duty because of illness, he shall be deducted one and one-quarter (1 ¼) days from his accumulated sick leave credits.

All other provisions of the Collective Agreement, unless otherwise modified in this Article, shall apply.

Article 63 Flex Benefits Plan - Full-time and Part-time Employees

63:01 Effective April 1, 2007 the current benefit plans in the Collective Agreement will convert to a Flex Plan for full-time and part-time (Appendix B) employees, with the same eligibility qualifiers continuing to apply (i.e. two thousand [2000] hours for part-time eligibility). The various Flex Plan options will make different combinations and levels of benefits available to employees. (Current benefits plans in the Collective Agreement will remain in place until March 31, 2007, with no changes.)

The MLCC will prepare a Flex Plan benefits guide, to be distributed to employees in January of 2007. Employees will be able to choose an option under the applicable Flex Plan based on their individual needs, and must advise the MLCC of their choice by March 1, 2007.

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; or layoff of a partner.

Effective April 1, 2007 external candidates and part-time employees hired into full-time term positions will only be eligible to enrol in the part-time Flex Plan. STD and LTD will remain benefits provided to eligible employees, separate from those provided through the Flex Plan.

Full-time Flex Benefit Plan
Effective April 1, 2007

	Current	Option 1	Option 2	Option 3	Option 4
<u>Ambulance/Hospital</u>					
Ambulance	100%	100%	100%	100%	100%
Hospital	100%	100%	100%	100%	100%
<u>Travel Health</u>	Voluntary	100%	100%	100%	100%
<u>Extended Health</u>					
Drugs	90%			50%**	90% **
Chiropractor	90%			50%	90%
Physiotherapy	90%			50%	90%
Massage Therapy	90%			50%	90%
Psychologist	90%			50%	90%
Other Paramedical	90%			50%	90%
Private Nursing	90% to \$3,000/yr. 90% to \$45/2 yrs.			50% to \$3,000/yr.	90% to \$3,000/yr.
Eye Exam				50% to \$45/2 yrs.	90% to \$45/2 yrs.
Orthotics	Not covered			50% to \$350/yr.	Not covered
Other	90%			50%	90%
<u>Vision/Hearing</u>					
Vision Care	100% to \$200		100% to \$200	50% to \$200	100% to \$200
Hearing Aids	/2 yrs. 100% to \$350 /5 yrs.	No Coverage	/2 yrs. 100% to \$350 /5 yrs.	/2 yrs. 50% to \$500 /5 yrs.	/2 yrs. 100% to \$350 /5 yrs.

Dental					
Basic	100%		100%	50%	100%
Major	70%		70%	50%	70%
B/M Max	\$1,550/yr.	No Coverage	\$1,550/yr.	\$1,550/yr.	\$1,550/yr.
Orthodontic*	50%		50%	50%	50%
Orthodontic Max	\$1,850 a lifetime		\$2,100 a lifetime	\$2,100 a lifetime	\$2,100 a lifetime
Health Care Spending Account	\$200	\$1,750	\$775	\$750	\$350
Employee/Employer Cost/Month	65/35 plus travel health	Nil	Nil	85/15 ext health premiums	85/15 ext health premiums

* Includes adult orthodontic coverage.

** Effective April 1, 2007 a drug card will be included with Option 3 at fifty percent (50%) co-insurance, and Option 4 at ninety percent (90%) co-insurance, with a maximum dispensing fee of seven dollars (\$7.00), with no deductible.

Part-time Flex Benefit Plan
Effective April 1, 2007

	Option 1	Option 2	Option 3
<u>Ambulance/Hospital</u>	No Coverage	100%	100%
<u>Extended Health</u>			
Orthotics	No Coverage	No Coverage	80% to \$350.00/yr.
Eye Exam			included in Vision
<u>Vision/Hearing</u>			
Vision Care	50% to \$125 for 2 yrs.		50% to \$125 for 2 yrs.
Hearing Aids (per yr.)	50% to \$175 for 5 yrs. only employees covered	No Coverage	(includes eye exam) 50% to \$175 for 5 yrs. only employees covered
<u>Dental</u>			
Basic Single	100%	No Coverage	80%
Family	75%		80%
Major Single	---		50%

Family	---		50%
B/M Max/yr.	\$1,550		\$1,550
Fee Guide	Current		2006
Health Care Spending Account	\$200	\$425	Nil *
Employee Cost/Month	Nil	Nil	Nil

* Part-time employees may claim up to the full amount of the HCSA allocated to them on January 1, 2007 (one hundred dollars [\$100.00]), coverage would cease as at March 31st if they choose Option 3.

Memorandum of Agreement

between

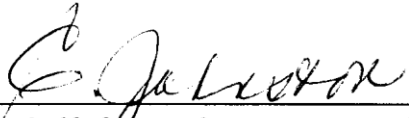
Manitoba Liquor Control Commission

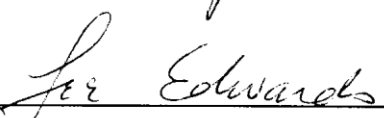
and

Manitoba Government and General Employees' Union

Re: Inspectors' Shift Changes

I Signed this 17 day of February, 2010.

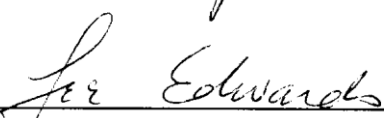
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On Behalf of Manitoba Liquor Control Commission


On Behalf of the Manitoba Government and General Employees' Union

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Signed this 17 day of February, 2010.


On Behalf of Manitoba Liquor Control Commission


On Behalf of the Manitoba Government and General Employees' Union

Memorandum of Agreement

between

Manitoba Liquor Control Commission

and

Manitoba Government and General Employees' Union

Re: Commission Vehicles - Personal Use Rates

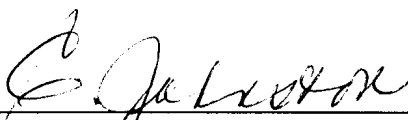
It is hereby agreed and understood that the current personal use charge and mileage allowance shall be:

Bi-weekly rate (effective date of signing) - **\$45.00**

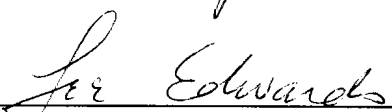
Annual Mileage Allowance:

- **the annual personal mileage allowance shall be 11,000 kms. for each year during the life of the agreement.**
- **Surcharge rate for mileage in excess of above mileage allowance shall be the same rate as paid by the Commission to employees who use their personal vehicles for business purposes and as may be amended from time to time.**

Signed this 17 day of February, 2010.



On Behalf of Manitoba Liquor Control
Commission



On Behalf of the Manitoba Government
and General Employees' Union

Memorandum of Agreement

between

Manitoba Liquor Control Commission

and

Manitoba Government and General Employees' Union

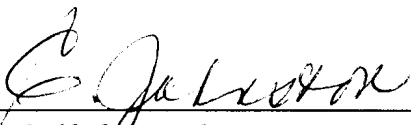
Re: Group Life Insurance - Accidental Death and Dismemberment

The Commission agrees to provide a Group Life Insurance Plan and an Accidental Death and Dismemberment Plan similar to the plans provided through the Civil Service Superannuation Board to Civil Servants of the Government of Manitoba.

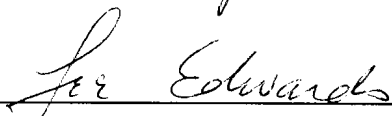
If changes are made to the Group Life Insurance Plan or the Accidental Death and Dismemberment Plan affecting Civil Servants of the Government of Manitoba, the parties agree to commence negotiations respecting the introduction of any changes to the plans covering Commission employees.

These negotiations will not be construed in any way as "opening the Agreement" for negotiations of any issue by either side.

Signed this 17 day of February, 2010.



On Behalf of Manitoba Liquor Control
Commission



On Behalf of the Manitoba Government
and General Employees' Union

Memorandum of Agreement

between

Manitoba Liquor Control Commission

and

Manitoba Government and General Employees' Union

Re: Short Term Disability Plan

The parties agree that the Short Term Disability Plan in effect since June 8, 1982 and the revisions to the STD Plan effective the date of signing of the Collective Agreement will be administered in accordance with all the terms and conditions set out in the Short Term Disability Manual.

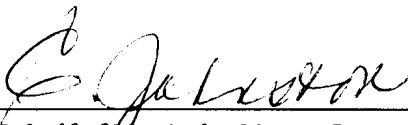
In order to ensure consistency between the Short Term Disability and Long Term Disability Plans, employees will only be eligible for Short Term Disability Benefits until such time as they reach age 65.

While the complete terms of reference are outlined in the revised Short Term Disability Plan booklet, the following points are basic principles:

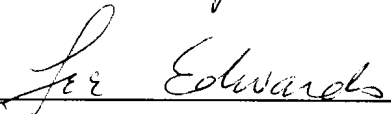
- (1) the Plan shall be funded jointly by the Liquor Commission and the employees. Each employee shall contribute the equivalent of two (2) days wages into the Plan. These two (2) days may be made up of vacation days, banked time or sick day credits. Should the fund become depleted the employees and Employer shall be required to fund the STD Plan up to two (2) additional days.
- (2) only full-time regular employees are eligible for this benefit and after completion of their probationary period. Part-time, casual and term employees are not eligible.
- (3) in the initial six (6) weeks absence an employee must use his/her accumulated sick leave, vacation time, or banked time to cover this period.
- (4) if it is anticipated that an employee is going to be absent from work for a period longer than six (6) weeks, the employee must use all but two (2) weeks of their accumulated sick leave prior to being eligible to receive benefits payable under the STD Plan. An employee, upon qualifying for STD must notify in writing whether he/she chooses to retain only one (1) week of their accumulated sick leave credits before becoming eligible to receive benefits payable under the STD Plan.
- (5) each employee must provide medical information required to prove their entitlement to benefits and must also authorize the STD Committee to obtain information from other sources.

- (6) the STD Plan will pay 80% of salary for the period of eligible coverage.
- (7) the maximum period that an employee would be eligible for STD benefits would be forty-six (46) weeks of consecutive absence after the initial six (6) week qualifying period.
- (8) employees, if directed by the medical practitioner and/or Committee, shall be expected to participate in an appropriate rehabilitation program.
- (9) any employee who utilizes the STD Plan must repay an equivalent number of days into the STD pool of sick days. This is accomplished by the employee's sick leave accumulation being reduced by 50% per **month** until the benefits are fully repaid.
- (10) if an employee's benefits are overpaid then the employee is responsible for repayment within one (1) month or sooner.
- (11) successive periods of disability resulting from the same or related causes will be considered to be one (1) period of disability unless separated by more than four (4) consecutive weeks of full-time employment.

Signed this 17 day of February, 2010.



On Behalf of Manitoba Liquor Control
Commission



On Behalf of the Manitoba Government
and General Employees' Union

Memorandum of Agreement

between

Manitoba Liquor Control Commission

and

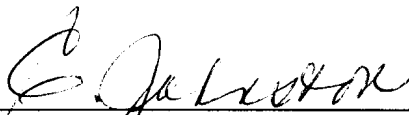
Manitoba Government and General Employees' Union

Re: Long Term Disability Plan

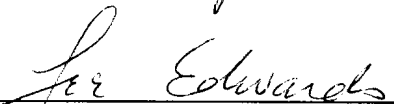
The parties agree that the Commission shall provide a Long Term Disability Plan for eligible employees. The Plan will be funded on a 50/50 basis between Employer and employee.

An employee has the right to appeal to The Insurer a denial of all or part of the LTD benefits. An appeal must be in writing and must include the person's reasons for believing the denial to be incorrect.

Signed this 17 day of February, 2010.



On Behalf of Manitoba Liquor Control
Commission



On Behalf of the Manitoba Government
and General Employees' Union

Memorandum of Agreement

between

Manitoba Liquor Control Commission

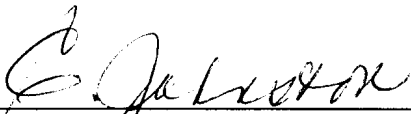
and

Manitoba Government and General Employees' Union

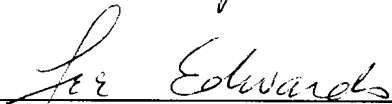
Re: Employee Assistance Plan

The Commission agrees to the establishment of an Employee Assistance Plan to commence by September 1, 1992. Selection of the Employee Assistance Plan is the exclusive right of the Commission.

Signed this 17 day of February, 2010.



*On Behalf of Manitoba Liquor Control
Commission*



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

Memorandum of Agreement

between

Manitoba Liquor Control Commission

and

Manitoba Government and General Employees' Union

Re: Funding of the Short Term Disability Plan (STD) and Payback Into the Sick Credit Pool

1. FUNDING OF THE SHORT TERM DISABILITY PLAN (STD)

MLCC employees with less than four (4) years of continuous employment shall have the following options of contributing the equivalent of two (2) days wages into the Plan.

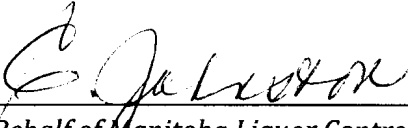
- (a) Prior to the completion of four (4) years of continuous employment these two (2) days may be made up of vacation days or banked time.
- (b) Fund two (2) days wages made up of sick days upon the attainment of at least four (4) years continuous employment and sick leave credits as per article 41:03 (b) of the Collective Agreement.

2. PAYBACK INTO THE SICK CREDIT POOL

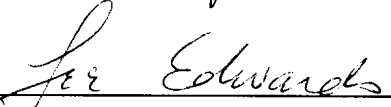
The payback into the Sick Leave Credit Pool will be deferred until MLCC employees attain at least four (4) years of continuous employment with the MLCC. Payback into the Sick Credit Pool shall commence at the fifty percent (50%) rate upon attaining sick leave credits as per Article 41:03 (b) of the Collective Agreement.

Notwithstanding the requirements for the employees contribution and payback into the funding of the Short Term Disability Plan (STD), at least one (1) day of Paid Sick Leave (PSL) per month is provided to each employee to be used exclusively in the case of his or her own disabilities. **For clarity, the employees' monthly sick leave accumulation will be reduced by 50% per month.**

Signed this 17 day of February, 2010.



 On Behalf of Manitoba Liquor Control Commission



 On Behalf of the Manitoba Government and General Employees' Union

Memorandum of Agreement

between

Manitoba Liquor Control Commission

and

Manitoba Government and General Employees' Union

Re: Uniform Shirts for Regular Part-time Employees

The MLCC will supply up to three (3) uniform shirts during the fiscal year (April 1 to March 31) to part-time employees who meet the following criteria:

- 1) An employee attaining at least three hundred and thirty (330) hours of service with the MLCC and works an average of one (1) shift per week will be supplied with one (1) uniform shirt as designated by the store manager, per fiscal year.
- 2) An employee attaining at least three hundred and thirty (330) hours of service with the MLCC and works an average of two (2) shifts per week will be supplied with three (3) uniform shirts as designated by the store manager, per fiscal year.
- 3) Replacement shirts will be provided for normal wear only and will be at the discretion of the store manager. Replacements if required will take place once per fiscal year and the employee to qualify must meet the qualification of shifts worked per week.
- 4) Any abuse or loss of articles provided in #1 or #2 will necessitate replacement by the employee from the Commission's authorized supplier.
- 5) The M.G.E.U. recognizes that the Commission shall require qualified part-time employees to wear items supplied to them by the Commission as provided under this memorandum.
- 6) Uniform shirts provided to part-time employees are for Commission activities only.
- 7) Employees are responsible for the proper care of their uniform shirts.
- 8) Pants/slacks to be worn must be black or grey in colour.
- 9) Employees are expected to report for each shift in a clean and presentable manner.
- 10) Extra shirts may be purchased by the employee from the Commission's authorized supplier at the Commission's cost.

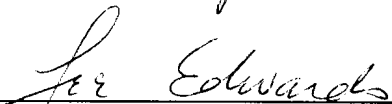
- 11) Effective date of signing a part-time retail employee upon attaining 2000 hours of continuous part-time service with the Commission and who works a minimum of one (1) shift per week will be supplied with two (2) pairs of pants and on April 1, 2005 will be supplied with one (1) pair of pants and thereafter the retail part-time employee will receive one (1) pair of pants per fiscal year.

This Memorandum of Agreement can be terminated at the sole discretion of MLCC management upon providing thirty (30) calendar days notice in writing to the M.G.E.U.

Signed this 17 day of February, 2010.



On Behalf of Manitoba Liquor Control
Commission



On Behalf of the Manitoba Government
and General Employees' Union

Memorandum of Agreement

between

Manitoba Liquor Control Commission

and

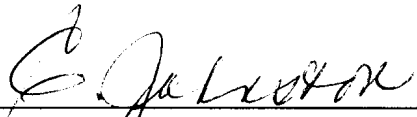
Manitoba Government and General Employees' Union

Re: Standby Compensation for Systems Support

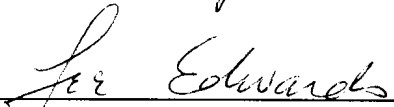
Upon date of signing, this letter will set forth the understanding between the Liquor Control Commission and the Manitoba Government and General Employees' Union with respect to employees scheduled to work standby:

- 1:01** An employee who has been designated by the Director or authorized Manager to be available on standby during off duty hours, shall be entitled to payment of twenty-three dollars (\$23.00) for each twenty-four (24) hour period or less of standby on a regular working day. For standby on a day of rest or on a paid holiday that is not a working day, the payment shall be thirty-eight dollars (\$38.00) for each twenty-four (24) hour period or less.
- 1:02** To be eligible for standby payment, an employee designated for standby must be available during the period of standby at a known number or by another method of communication as mutually agreed between the supervisor and the employee, and must be available to return for duty or respond to enquiries as quickly as possible, normally within thirty (30) minutes if called or contacted.
- 1:03** An employee on standby who is entitled to overtime compensation and who is called back to work shall be compensated in accordance with call-out provisions as detailed in Article 23:02 in addition to standby pay.
- 1:04** For the purpose of this Memorandum of Agreement, a twenty-four (24) hour period shall be defined as the period from 8:00 a.m. of one (1) day to 8:00 a.m. of the following day.
- 1:05** An employee on standby who is required to perform work without reporting to a work location, possibly by using a portable computer, shall receive the applicable rate of pay for all times so worked.

Signed this 17 day of February, 2010.



 On Behalf of Manitoba Liquor Control
 Commission



 On Behalf of the Manitoba Government
 and General Employees' Union

Memorandum of Agreement

between

Manitoba Liquor Control Commission

and

Manitoba Government and General Employees' Union

Re: Four Day Work Week Distribution Centre - Full-time Employees

Upon date of signing, this letter will set forth the understanding between the Liquor Control Commission (MLCC) and the Manitoba Government and General Employees' Union (M.G.E.U.) with respect to a four (4) day work week in the Distribution Centre for full-time employees.

Upon date of signing, the four (4) day work week in the Distribution Centre for full-time warehouse employees will commence on **March 30, 2009** and end on **March 26, 2010**. In January of each **of the three subsequent years**, the MLCC will communicate in writing to the Union if a four (4) day work week will be implemented in the following **fiscal** year.

Management reserves the sole right to revert to a normal five (5) day work week schedule, upon providing sixty (60) days written notice to the M.G.E.U.

It should also be noted that the MLCC may institute its right under Article 61:01. If this is required, sixty (60) days written notice will be provided to the M.G.E.U.

The working hours per day calculation for those on the four (4) day week takes into account **twelve (12)** statutory holidays during this period. In effect, this means that these employees selecting the four (4) day work week will absorb the **twelve (12)** days on a reduced daily shift throughout the period.

Based upon operational requirements, management will notify full-time employees if they are working the four (4) or five (5) day work week for these periods.

The following conditions will apply:

1. It is understood that periodically, due to operational requirements and at the discretion of Management, staff may be shifted between work groups. Warehouse Worker III's, **Lead- Hands**, and other Foreman positions may be required to work on duties of a lesser classification.
2. MLCC management reserves the right to review the four (4) day work week schedule regularly and throughout the year.
3. Once an employee has selected a five (5) day or four (4) day shift, he must remain on that shift for the balance of the period, unless operational requirements necessitate a change.

4. MLCC management reserves the right to staff Monday to Friday, as required, to maintain coverage and shifts in the weekly workload.
5. If operational requirements change during this period, management may restructure the balance of employees on the four (4) day work week. Minimum two (2) weeks notice is required if changes are necessary.
6. Employees in this group must maintain all key positions, during vacations and on the four (4) day work week.
7. Implementation of the four (4) day work week will result in no additional cost to the Commission. This includes no additional staff, overtime, or acting pay.
8. Employees will make reasonable effort to make appointments for medical, dental, or other reasons outside the time they are scheduled to work.
9. Exchange of days off must be kept to a minimum, and must be approved by Management and where possible made two (2) weeks in advance.
10. Overtime credit is based on the Collective Agreement.
11. MLCC reserves the sole right to terminate the program if adequate participation is not received, by providing sixty (60) days written notice to the M.G.E.U. and Distribution Centre employees.
12. This memorandum shall terminate every year by March 31st unless the Commission communicates in writing to the M.G.E.U. and affected employees, sixty (60) days prior to the termination date, of its intention to continue with a four (4) day work week for full-time employees in the Distribution Centre.
- 13. "Clean-Up" time will be limited to the last five (5) minutes prior to the morning and afternoon coffee breaks, the lunch break, and end of shift.**
- 14. It is expected that all 4 day work week staff are present and ready to begin their shift by 7:30 AM each day of their work week.**
- 15. Depending on when the Easter Statutory Holidays fall in a year, it is possible that some fiscal years will have more or less statutory holidays. The average over the four (4) years of the CBA will be taken, thus keeping the 4 day work week shift consistent throughout the four fiscal year period.**

Four (4) Day Work Week Employees:

fifty-one (51) weeks x four (4) days

one (1) week x three (3) days

The following hours of work will be in effect:

Employees on the five (5) day work week

8:00 a.m. to 4:00 p.m.

(40 minute lunch) (Monday to Friday)

Employees on a **4 day work week, who are** off on Mondays 7:30 a.m. to **4:49** p.m.

(30 minute lunch) (Tuesday to Friday)

Employees on a **4 day work week, who are** off on Fridays 7:30 a.m. to **4:49** p.m.

(30 minute lunch) (Monday to Thursday)

Calculation;

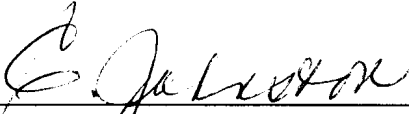
F'10 – F'13

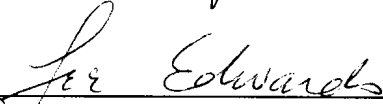
	F'10	F'11	F'12	F'13
	(03/30/09-03/26/10)	(03/29/10-03/25/11)	(03/28/11-03/23/12)	(03/26/12-03/22/13)
Total # of work weeks	52	52	52	52
Total # of work days	260	260	260	260
Less Stat Holidays	-12	-12	-12	-12
Total # of actual work days	248	248	248	248
Total # of work hours	1822.8	1822.8	1822.8	1822.8
	(248 x 7.35)			

Four Day employees must work:

51 weeks x 4 days	204	204	204	204
1 week x 3 days	3	3	3	3
Total Working Days	207	207	207	207
Total Working Hours per Day	8.81	8.81	8.81	8.81
	(1822.8 / 207)			

Signed this 17 day of February, 2010.


 On Behalf of Manitoba Liquor Control
 Commission


 On Behalf of the Manitoba Government
 and General Employees' Union

Memorandum of Agreement

between

Manitoba Liquor Control Commission

and

Manitoba Government and General Employees' Union

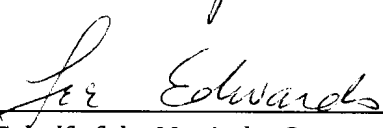
Re: Store Decals

The MLCC agrees that during the term of their Agreement, the MLCC will permit the M.G.E.U. to supply one (1) decal for each store on the condition that this one (1) decal, first be approved by the Manager, Loss Prevention and Facilities and if approved it will be located in each store as directed by the Manager, Loss Prevention and Facilities. The M.G.E.U. is responsible for the upkeep of this decal.

Signed this 17 day of February, 2010.



On Behalf of Manitoba Liquor Control
Commission



On Behalf of the Manitoba Government
and General Employees' Union

Memorandum of Agreement

between

Manitoba Liquor Control Commission

and

Manitoba Government and General Employees' Union

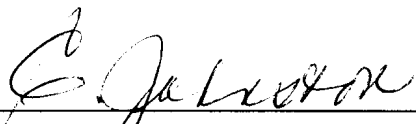
Re: Store Management Development Program

The parties agree to the following with regards to the Store Management Development Program:

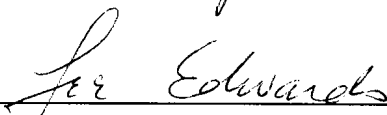
1. The selection of Store Management Trainees shall be consistent with the recruitment and promotion provisions of the Collective Agreement. The Program will not affect the bulletining of available full-time positions covered by the Collective Agreement.
2. **Commencing with the next SMDP following date of ratification, 50% of the program placements shall be available to qualified part time employees who have 10,000 hours of seniority or greater. To qualify for placement, the individual shall be selected by way of the store management competencies and be committed to completing the Certificate in Applied Retail Management as required by the terms of the program. The final selection of participants shall be competition based and consistent with Article 18:07 of the Agreement. Should the MLCC not be able to fill the reserved spots with longer service employees, the spots will be filled by other qualified candidates.**
3. **The Union shall be notified of all SMDP selected participants; their start date into the program and the anticipated completion date. Upon request, an updated list shall be provided to the Union up to twice annually.**
4. Once assigned to the Store Management Development Program, Trainees will be paid the greater of their current rate of pay or at an Assistant Manager 2 classification (the Trainee Rate). Article 21:01(b) would apply in circumstances where Trainees are assigned to a Store Manager position or when assigned to a store where the Assistant Managers are Assistant Manager 3's.
5. **Upon assignment to the SMDP, the qualifications and experience that the Trainee brings to the program will dictate the amount and length of time the Trainee will remain in the program. Under normal circumstances, the length of time in the program is up to twelve (12) months. Depending on the progress of the Trainee, this time period may be extended in consultation with the union.**

6. **The SMDP hours budget will be managed separately from the retail stores operating hours budget. Where an SMDP trainee is assigned to a store, acting opportunities for the current store employees and the SMDP Trainee will be made available on a fair and equitable basis.**
7. The SMDP will comply with Article 21:04 of the Collective Agreement.
8. Should an employee voluntarily withdraw from the SMDP, the employee shall be placed into his/her prior position and previous work location, where operationally feasible.
9. **A Trainee shall be assessed for development progress. Assessment methods will include store rotations, formal evaluations and acting shifts. Trainees may be rotated through a variety of stores.**
10. **Where performance reviews establish that the Trainee is not performing to the expectations of the SMDP and the responsibilities associated with the program, the Trainee shall be removed from the program and placed into his/her pre-training program position.**
11. This Memorandum of Agreement in no way amends, alters, or modifies the Collective Agreement.
12. The provisions of this Memorandum of Agreement will be reviewed annually from the date of signing and this Memorandum can be terminated by either party upon thirty (30) days written notice.

Signed this 17 day of February, 2010.



On Behalf of Manitoba Liquor Control
Commission



On Behalf of the Manitoba Government
and General Employees' Union

Memorandum of Agreement

between

Manitoba Liquor Control Commission

and

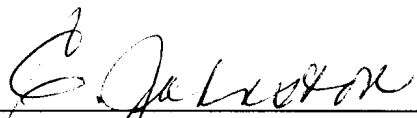
Manitoba Government and General Employees' Union

Re: Activity Base/Paired Days Off Scheduling

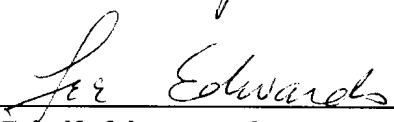
It is mutually agreed:

1. That the Commission is entitled to uphold its budgetary and operational requirements including the activity analysis process, approximating scheduled hours to activity hours on a daily basis. The Commission in the Memorandum on Stores operations has committed to scheduling paired days off wherever possible.
2. That paired days off are not a guarantee. It is further agreed that paired days off shall be provided wherever possible in accordance with paragraph 1 above.
3. That an operational review of each stores' activity base schedule should be conducted by the Commission each fiscal year.
4. That in the interim each store shall review its schedule and wherever possible provide paired days off to full-time staff in accordance with the spirit and intent of paragraph 1 above.
5. Any disagreements regarding compliance with or interpretation of this agreement shall be referred back to a mutually agreeable adjudicator.

Signed this 17 day of February, 2010.



On Behalf of Manitoba Liquor Control
Commission



On Behalf of the Manitoba Government
and General Employees' Union

Manitoba Liquor Control Commission

and

Manitoba Government and General Employees Union

WHEREAS:

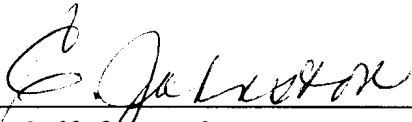
- A. By Memorandum dated September 16, 1998, Mr. Al Roney advised all Winnipeg Store Managers of a policy to staff scheduling for the Christmas period.
- B. A policy grievance was filed on September 24, 1998, alleging that the manner in which staff was scheduled for the 1998 Christmas period violated the Collective Agreement.

THE PARTIES HEREBY AGREE AS FOLLOWS:

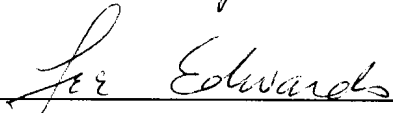
1. It is anticipated that in view of the operational and business requirements of the Employer, all full-time store staff will work at least the two (2) to three (3) business days immediately preceding Christmas Day.
2. By mid-October of every year, individual Store Managers or their designates shall prepare and provide a schedule for the Christmas period to full-time employees (the "Christmas Schedule"). In preparing the Christmas schedule, Store Managers will have regard to the business and operational requirements of their stores. Once the Christmas schedule has been provided, full-time store employees shall have fourteen (14) days to provide input to the Store Managers, bringing to their attention at that time any concerns with respect to the Christmas schedule, and the Store Managers shall consider the concerns brought to their attention prior to finalizing the Christmas schedule (the "consultation process").
3. In the event that the consultation process does not render a full-time Christmas staff schedule which addresses the business and operational concerns of the Employer, as judged by the Store Manager, the Store Manager shall be entitled to finalize the Christmas schedule and assign such employees to work as required, while attempting to minimize changes to employees' wishes as expressed in the consultation process.
4. The consultation process and its effects shall be evaluated after the 2001 Christmas period to determine whether or not the Employer, the Union and employees are satisfied with the results. In the event that the parties agree that the consultation process has been effective, the process shall be repeated in subsequent years.

5. The grievance File No. 481-0911/98 shall be withdrawn and the terms and conditions herein represent final settlement of this grievance immediately upon signing.
6. This Agreement is made without prejudice or precedent.

Signed this 17 day of February, 2010.



On Behalf of Manitoba Liquor Control
Commission



On Behalf of the Manitoba Government
and General Employees' Union

Memorandum of Agreement

between

Manitoba Liquor Control Commission


and

Manitoba Government and General Employees' Union


Re: Carry Over of Vacation Credits to Retirement

Effective date of signing for the purpose of carry over of vacation credits to retirement as provided for under the Civil Service Superannuation Act and regulations, an employee covered by this Collective Agreement shall be allowed to bank up to forty (40) days vacation credits, ten (10) days per year, to commence up to four (4) years prior to the employee's retirement date. To qualify for the carry over the employee must provide an intended retirement date in writing to the MLCC. Should the employee change or extend their intended retirement date, they shall notify the Commission in writing, and may be required to reduce their accumulated pre-retirement vacation leave credits.

Signed this 17 day of February, 2010.



On Behalf of Manitoba Liquor Control
Commission

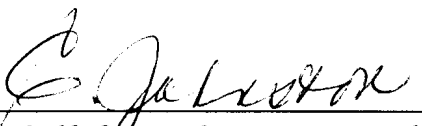


On Behalf of the Manitoba Government
and General Employees' Union

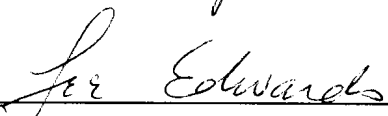
Memorandum of Agreement*between***Manitoba Liquor Control Commission***and***Manitoba Government and General Employees' Union****Re: Use of Privately Owned Vehicles for Commission Business**

The MLCC will reimburse an employee for use of their privately owned vehicles for travel on Commission business when authorized by a department head. The employee will be paid at the current kilometre rates periodically established by the Province of Manitoba, which are included within the Government Employees' Master Agreement. The kilometre rate allowance as established by the Province of Manitoba covers all costs relative to the operation of the vehicle. Employees when called back to work in any emergency will be reimbursed for mileage to and from work. Employees covered by the Agreement continue to be eligible to claim for any other related eligible expenses under applicable Commission Policy.

Signed this 17 day of February, 2010.



On Behalf of Manitoba Liquor Control
Commission



On Behalf of the Manitoba Government
and General Employees' Union

Memorandum of Agreement

between

Manitoba Liquor Control Commission

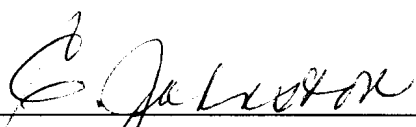
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Manitoba Government and General Employees' Union

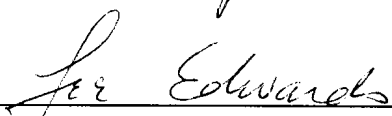
Re: Secondment of Full-time Employees

1. Secondment means the temporary assignment of an employee covered by this Agreement to a special program or project where the Commission requires the expertise and knowledge of its employees.
2. The specific terms of employment for a secondment shall be set out in a written secondment agreement, which shall include the anticipated duration of the secondment, and the classification and other pay information for the temporary position, and if the terms of the secondment agreement are agreeable then the agreement shall be signed by the employee.
3. A seconded employee temporarily assigned to a position which is "in-scope" shall continue to be covered by the terms of the Collective Agreement while seconded, and they shall continue to accrue all benefits as if they were in their original position.
4. Upon completion of the secondment, the employee shall be returned to their former position and classification or to a comparable position and classification without loss in pay or benefits.
5. Subject to operational requirements, a seconded employee's temporarily vacant position may be filled on a term basis.
6. The Commission shall notify the Union of any programs or projects where secondments may be required.

Signed this 17 day of February, 2010.



On Behalf of Manitoba Liquor Control
Commission



On Behalf of the Manitoba Government
and General Employees' Union

Memorandum of Agreement

between

Manitoba Liquor Control Commission

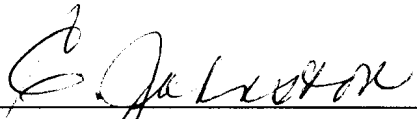
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Manitoba Government and General Employees' Union

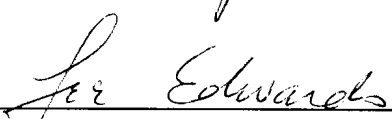
Re: Posting and Filling of Full-time Positions

Over the life of the agreement, the MLCC will post and fill fifteen (15) new in-scope positions, with a minimum of twelve (12) positions in retail stores and three (3) in the Distribution Centre.

Signed this 17 day of February, 2010.



On Behalf of Manitoba Liquor Control
Commission



On Behalf of the Manitoba Government
and General Employees' Union

Memorandum of Agreement

between

Manitoba Liquor Control Commission

and

Manitoba Government and General Employees' Union

Re: Scheduling of Part-time Retail Employees

The MLCC is prepared to schedule hours and tours of duty for part-time employees for the efficient operations of individual stores as follows:

- (a) a schedule showing hours of work for retail part-time employees will be posted in a store for a minimum of **fourteen (14)** calendar days in advance of the scheduling period. The schedule of part-time employees may be changed in the event of unforeseen changes in operational requirements, unscheduled absences, or in an emergency.
- (b) where the schedule has to be changed as per (a) an attempt to provide reasonable notice to the part-time employee will be made. However in all circumstances the situation will dictate the amount of notice required. If an employee is not notified of a shift change and attends to their store for work, they shall be provided with work in accordance with Article 7:04 of Appendix "B".
- (c) a part-time employee may request shift change with less than **fourteen (14)** calendar days notice but must have prior approval of management.
- (d) subject to availability and demonstrated competency and **any required power equipment licenses**, when available hours of work for part-time employees are scheduled in a store in accordance with (a), management will make efforts to schedule hours whereby a less senior employee may not receive more hours of work than a more senior employee. This excludes training and development opportunity hours **for newly hired part time employees. Legislated leaves shall not count against eligibility.**
- (e) **Effective date of signing, a senior retail employee who attains 18,000 hours of service and who meets the qualifications of a retail Customer Service Clerk will be offered a minimum of 70% of a full time retail Customer Service Clerk's hours per week. The qualifications to attain this assurance of hours are:**
 - **Completion of the Higher Certificate Course with a minimum passing grade of 60%. The MLCC will agree to offer an additional Higher Certificate course for those individuals with 18,000 hours of service and greater who wish to**

have assured hours. See MLCC proposal 6:01(b) and 6:01(b)(i). This course will be offered within six (6) months of date of signing.

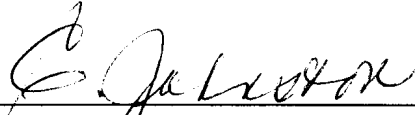
- Confirmed availability, in writing, to accept hours and assigned duties on a Monday to Sunday basis;
 - i) As of date of signing, only senior qualified part-time employees who have consistently not worked a Sunday in the 3 months prior to date of signing may be excluded from the Monday to Sunday requirement and will be scheduled on a Monday to Saturday basis. Sundays will be voluntary for this group only.
 - ii) To achieve the 70% assurance of hours, all other senior qualified part-time employees will be available to work and perform assigned duties on a Monday to Sunday basis;
- Available to accept hours in multiple stores, if and when required;
- Employees with the assurance of hours must be qualified and willing to accept acting shifts per Article 21:01(a);
- As of date of signing, only those employees having 18,000 hours of service or greater, the Higher Certificate and who qualify in accordance with this Memorandum of Agreement, will be scheduled such that, in addition to the assurance of a minimum of 70% of full time weekly hours shall receive such additional hours as to ensure they receive not less than the annual hours they received over the past 12 months.

Thereafter, those employees who qualify for the minimum hours assurance will be offered hours per (e) above.

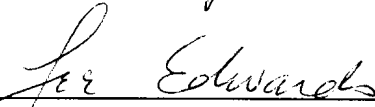
- (f) The minimum hours assurance may require that an employee be transferred to a store where the hours are available.
- (g) It is understood that due to the cyclical nature of the retail business, minimum hours may not apply consistently during times of low business activity or where external factors affect business beyond the control of the Commission.
- (h) Minimum hours assurance will be offered in geographical locations with multiple stores. Opportunity to work in multiple stores is available to part-time employees where the MLCC has multiple locations.
- (i) In the event that additional hours of work become available after the schedule has been posted, they shall be offered to part time employees based on the criteria stated in (d) above.
- (j) A part time employee will have the opportunity to accept additional hours in multiple stores, if and when offered.

- (k) It is understood that the additional hours offered under (i) above, when combined with the originally scheduled hours, shall not normally exceed eight (8) hours per day or thirty-eight (38) hours per week, Monday to Sunday.**
- (l) Part time employees will be scheduled for shifts of full hour increments based on operational requirements.**
- (m) The MLCC is prepared to meet with representatives of the Union within eighteen (18) months from date of signing to review this Memorandum and consider whether the qualifying hours can be adjusted to include more part time employees.**

Signed this 17 day of February, 2010.



On Behalf of Manitoba Liquor Control
Commission



On Behalf of the Manitoba Government
and General Employees' Union

Memorandum of Agreement

between

Manitoba Liquor Control Commission

and

Manitoba Government and General Employees' Union

Re: General Wage Re-Opener

The parties agree that should only the Government of Manitoba or Manitoba Lotteries and their respective Unions negotiate through collective bargaining and/or interest arbitration a general increase for all employees covered by their respective collective agreements for the three (3) years identified as:

March 29, 2010 to March 27, 2011

March 28, 2011 to March 25, 2012

March 26, 2012 to March 24, 2013

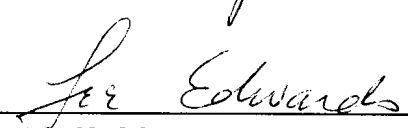
that exceeds the percentage increases as mutually agreed to in this Collective Agreement, then the MLCC will only proceed as follows:

The MLCC will implement the general wage increase percent, if any, where the greatest of the above agreements exceeds the increases in this agreement, and strictly for the year(s) the excess general wage increases would apply.

The general wage re-opener shall not be construed in any way as "opening the agreement" for negotiations of any issues by either side. Also, this Memorandum strictly applies to a general wage increase and not to any other increase (special adjustments etc.) that may be negotiated between only the Government or Manitoba Lotteries and their respective Unions.

Signed this 17 day of February, 2010.


On Behalf of Manitoba Liquor Control Commission


On Behalf of the Manitoba Government and General Employees' Union

Letter of Understanding

between

Manitoba Liquor Control Commission

and

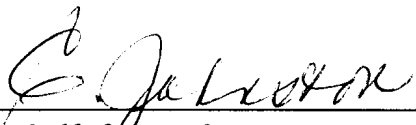
Manitoba Government and General Employees' Union

Re: Distribution/Order Office - Part-time Employees

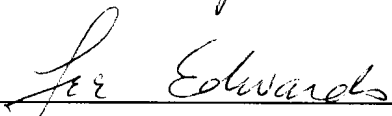
Where operational and staffing requirements permit and with the approval of the Department Manager, a request for time-off without pay for vacation purposes annually may be granted to a part-time employee with greater than 2080 hours. Requests for such leave shall be submitted at least **six (6)** weeks in advance of the commencement of such requested leave and shall not be unreasonably denied.

The provisions of the Letter of Understanding will be reviewed annually from the date of signing and this letter can be terminated upon thirty (30) days written notice.

Signed this 17 day of February, 2010.



On Behalf of Manitoba Liquor Control
Commission



On Behalf of the Manitoba Government
and General Employees' Union

Letter of Understanding

between

Manitoba Liquor Control Commission

and

Manitoba Government and General Employees' Union

Re: Job Sharing

Definition

1. Job sharing is an alternative work arrangement whereby the duties and responsibilities of a full-time position may be restructured in a manner that would accommodate the employment of two (2) permanent employees on a 50/50 work time sharing basis. Each employee is accountable for the whole job and the employee must interact in order to accomplish this.

General Principles

2. Nothing contained in this memorandum/letter of understanding shall vary or change the collective agreement in intent or meaning.
3. Job sharing positions are worker initiated and can be requested by any full-time employee who has completed the six (6) month probationary period in their position. Approval of job sharing requests is required from the Department Manager and the Human Resources Manager. Approval will not be unreasonably denied.
4. When a full-time employee requests to job share, the job share shall be in the position they were holding at the time of the request (subject to Article 7), unless employee agrees otherwise.
5. Job sharing will be at the discretion of the Department Manager and the Human Resources Manager and if any problems arise, the Department Manager and the Human Resources Manager can take the necessary steps to alter or cease the arrangement in whole or in part. Thirty (30) days notice of such termination will be given.
6. Job sharing employees shall sign a job sharing agreement letter.
7. No one (1) job share employee shall own the position. An employee who is an incumbent in a job sharing arrangement does not have any continuing rights to the position being shared or does not retain any rights to any previous position held.
8. An employee in a full-time position prior to going on maternity leave and in receipt of the income supplement, and who returns from leave to a job sharing arrangement, must

work twelve (12) months, (i.e. the equivalent of six [6] months of full-time service) otherwise they will be required to reimburse the Commission for the maternity supplement.

9. If required, at the discretion of the manager, an employee who is an incumbent in a job sharing arrangement will fill the position on a full-time basis at any time the other incumbent is not available, i.e. vacation, illness, leave of absence, injury.
10. The benefits for two (2) employees job sharing a full-time position shall be pro-rated on a 50/50 basis. The total cost to the Commission of the benefit shall be no greater than the cost of having the positions filled by a full-time employee.
11. Accumulated service means the equivalent length of service required by an employee by virtue of their employment.
 - i.e. For an employee in a 7.35 hour day classification:
 - 7.35 hours work equals one (1) day of accumulated service;
 - 36.75 hours work equals one (1) week of accumulated service;
 - 73.5 hours work equals one (1) bi-weekly pay period of accumulated service;
 - 159.86 hours equals one (1) month of accumulated service;
 - 1918.32 hours equals one (1) year of accumulated service.
 - (a) For purposes of accumulated service, overtime hours are not included.
 - (b) Accumulated service must be continuous service, i.e. there must have been no break in service involving termination of the employee.
 - (c) Employees who change from full-time or part-time status to job share status will retain their accrued service.

Recruitment and Promotion

12. Once a position has been approved for job share in the above defined manner, the vacant half of the position will be filled consistent with Article 18 of the Collective Agreement with the following words stated on the job posting:

“This full-time position is currently being filled by two (2) employees working part-time on a 50/50 time shared basis. If you wish to apply for this position on a part-time basis submit a completed Form 431 ‘Application for Bulletined Position’ to the Human Resources Department prior to the closing date.”
- 12.01 In the event that one (1) of the employees in a job sharing arrangement can no longer fulfill their obligation as described in the job sharing agreement the position will be dealt with in the following manner:
 - (a) the remaining employee in the job share position will have the option of filling the position without posting on a full-time basis;
 - (b) if the remaining employee elects not to take the position full-time, the position will be posted as described in 12. above.

- (c) if no suitable internal candidate can be found, management may at their discretion seek a suitable external candidate. In any case, if no suitable candidate can be found, the remaining employee will have a final option to fill the position full-time;
- (d) if the remaining employee refuses the full-time position the remaining employee is deemed to have voluntarily resigned;
- (e) the job vacancy when posted, will be filled as a full-time position as per Article 18.

12.02 An employee in a job sharing arrangement may be required to fill the position on a full-time basis until a suitable job sharing partner is secured.

Pay Practices

- 13. Job sharing employees shall be paid on an hourly basis. The rate of pay for each job share partner will be equal to one-half ($\frac{1}{2}$) of the bi-weekly amount stated for the position classification on the current Appendix A (pay plan) divided by one-half ($\frac{1}{2}$) of the number of regular full-time hours in a bi-weekly pay period (HO 36.75/Stores 38).
- 13.01 Eligibility for merit increases will be based on accumulated service in the classification.
- 13.02 Employees will be eligible for the longevity increase as per Article 37:01 of the Collective Agreement. This will be effective date of signing and is not retroactive.
- 13.03 If there is additional occasional work available in the job share employee's department, or in a different department, such additional work may be offered to a job share employee at the discretion of their manager.

Benefits

- 14. Job Share employees will only be eligible for the benefits specifically identified in this section. Effective April 1, 2007 Job Share employees, upon achieving two thousand (2000) hours of accumulated service, will participate in the full-time employee flex plan. The benefit option chosen will be paid out on a 50/50 basis. Any premiums required to be paid by the employee will be on a fifty percent (50%) basis.
- 14.01 Statutory Holidays - Job Share employees will be entitled to payment for statutory holidays as outlined in Article 39:01 of the Collective Agreement.

In a bi-weekly period in which a holiday falls, the work schedules for that pay period will be adjusted to ensure the remaining hours of work are equally split between the two (2) parties. This may be accomplished through the regular scheduling process or may be arranged by the parties in consultation with the manager.

Payment for the holiday will be proportionate to the average basic hours the employee is paid (i.e. .5 or $\frac{1}{2}$ day).

- 14.02 Vacation - Vacation accumulation and entitlement, as defined in Article 40 of the Collective Agreement, will be earned on a pro-rata basis based on accumulated service.
- 14.03 Sick Leave - Sick leave credits, as defined in Article 41:03 of the Collective Agreement, will be accumulated on a pro-rata basis based on accumulated service. All other provisions of Article 41 of the Collective Agreement apply.
- 14.04 Short and Long Term Disability - The short and long term disability plans will apply on a pro-rated basis. STD eligibility requirements are the same as for full-time employees.
- 14.05 Workers Compensation - When an employee is unable to work and is in receipt of Workers Compensation as a result of an injury incurred in the course of their duties, the employee shall be paid in accordance with Workers Compensation regulation.
- 14.06 Retirement Allowance - Accumulated service is the basis for calculating retirement allowance and shall be pro-rated.
- 14.07 Notice of Layoff, Resignation or Termination - The period of notice required to be given by the employee or their Employer is the same as that applicable to full-time employees.
- Pay in lieu of notice shall be calculated by multiplying the number of weeks notice by fifty percent (50%).
- 14.08 Pension - Upon earning the equivalent of one-quarter ($\frac{1}{4}$) of the yearly maximum pensionable earnings under the Canada Pension Plan in two (2) consecutive numerical years, new employees who are job sharing must contribute to the Superannuation Fund on the first day of the first pay period in the first month after the month in which the earning requirements are met.
- A person employed in a full-time permanent position must contribute to the Superannuation Fund on the commencement date of employment. For these purposes full-time means a person who, in whatever category or classification of employment devotes at least half ($\frac{1}{2}$) of his working time to the Civil Service or one (1) of its Agencies.
- A full-time or part-time employee who is already a contributor to the Superannuation Fund when they enter into a job sharing agreement will continue to be a member.
- 14.09 Leave of Absence With Pay - Job Share employees are eligible for bereavement leave (Article 42); leave for other reasons (Article 43), leave for adoption or birth of child (Article 44), and maternity/parental leave (Article 46) on a pro-rated basis.
- 14.10 Uniforms, Protective Clothing and Footwear - The benefits as outlined in Article 29:01 and 29:02 will be provided to eligible job share employees. Replacement of

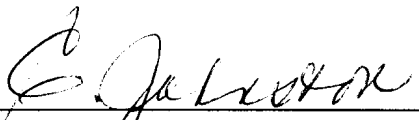
articles as deemed in 29:03 will be done every second (2nd) year. Shoes (29:02[c]) will be reimbursed annually at fifty percent (50%) of the full-time rate.

- 14.11 Remoteness Allowance (Article 38) will be applied on a pro-rated basis.
- 14.12 Shift Premium and Weekend Premium - Will be paid in accordance with Article 36.
- 14.13 Overtime - Overtime for a job share employee will be considered as time worked in excess of the normal hours per day and per week in the work location.
- 14.14 Dental - Job Share employees who have reached two thousand (2000) hours of accumulated service shall be eligible for dental benefits as per Article 54:01(a) and (b), on a pro-rated basis as per paragraph #10 of this Memorandum.
- 14.15 An employee in a job shared position will be eligible for the Voluntary Extended Health Plan.
- 14.16 Vision Care - Job share employees who have reached two thousand (2000) hours of accumulated service shall be eligible for single coverage on a pro-rated basis.

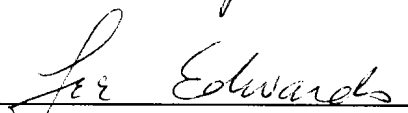
Review

- 15. The provisions of this Letter of Understanding will be reviewed by both parties eighteen (18) months from the date of signing and the Letter of Understanding can be terminated by either party upon thirty (30) days written notice.

Signed this 17 day of February, 2010.



 On Behalf of Manitoba Liquor Control
 Commission



 On Behalf of the Manitoba Government
 and General Employees' Union

Memorandum of Agreement

between

Manitoba Liquor Control Commission

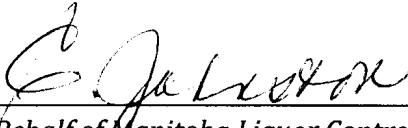
and

Manitoba Government and General Employees' Union

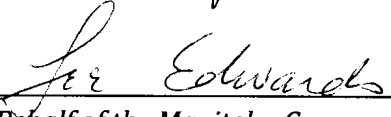
Re: Full time Employees Retiree Health Care Spending Account

Effective date of signing, the MLCC agrees to provide a Retiree Health Care Spending Account in the amount of three hundred fifty dollars (\$350.00) per benefit year for those full time employees who are retiring in accordance with the Civil Service Superannuation Act on or after the date of signing. Effective March 29, 2010, the rate will become four hundred fifty dollars (\$450.00) per benefit year for those full time employees who are retiring in accordance with the Civil Service Superannuation Act on or after the date of signing. Effective March 28, 2011, the MLCC agrees to raise the amount of the RHCSA to five hundred dollars (\$500.00) for those full time employees who have retired in accordance with the Civil Service Superannuation Act since date of signing.

Signed this 17 day of February, 2010.



On Behalf of Manitoba Liquor Control
Commission



On Behalf of the Manitoba Government
and General Employees' Union

Memorandum of Agreement

between

Manitoba Liquor Control Commission

and

Manitoba Government and General Employees' Union

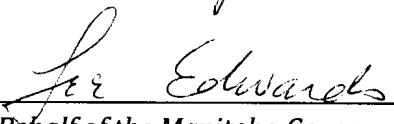
Re: Joint Committee to Explore Acting Opportunities in the Distribution Centre

Within ninety (90) days after date of ratification, a joint committee be formed consisting of two (2) representatives chosen from and by the Union, plus two (2) members of MLCC management to further discuss the scheduling of Acting opportunities in a fair, equitable and rotational basis in the Distribution Centre.

Signed this 17 day of February, 2010.



On Behalf of Manitoba Liquor Control
Commission



On Behalf of the Manitoba Government
and General Employees' Union

Memorandum of Agreement

between

Manitoba Liquor Control Commission

and

Manitoba Government and General Employees' Union

Re: Benefits for Retail Part Time Employees with Minimum Hours Assurance

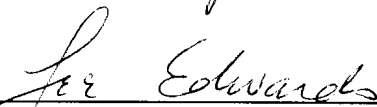
Part time retail employees with 18,000 hours of service or greater and who qualify for and receive the minimum hour's assurance, will be eligible to participate only in the full time flexible benefits plan.

Those part time employees, as identified above, shall pay the same premiums for coverage as a full time employee.

Signed this 17 day of February, 2010.



On Behalf of Manitoba Liquor Control Commission



On Behalf of the Manitoba Government and General Employees' Union

Memorandum of Agreement

between

Manitoba Liquor Control Commission

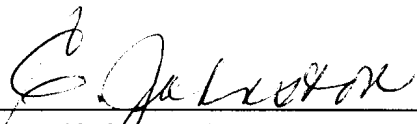
and

Manitoba Government and General Employees' Union

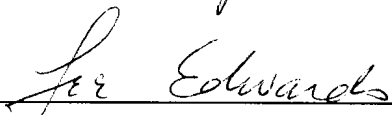
Re: Part Time Employees Retiree Health Care Spending Account

Effective date of signing, the MLCC agrees to provide a Retiree Health Care Spending Account in the amount of two hundred seventy five dollars (\$275.00) per benefit year for those part time employees who are retiring in accordance with the Civil Service Superannuation Act on or after the date of signing. Effective March 29, 2010, the rate will become three hundred fifty dollars (\$350.00) per benefit year for those part time employees who are retiring in accordance with the Civil Service Superannuation Act on or after the date of signing. Effective March 28, 2011, the MLCC agrees to raise the amount of the RHCSA to four hundred dollars (\$400.00) for those part time employees who have retired in accordance with the Civil Service Superannuation Act since date of signing.

Signed this 17 day of February, 2010.



On Behalf of Manitoba Liquor Control
Commission



On Behalf of the Manitoba Government
and General Employees' Union

Appendix A-1 (Pay Plan)

Manitoba Liquor Control Commission Rates by Position

Effective March 30, 2009 to March 26, 2011 (2.9% Increase)

	STEP 1	STEP 2	STEP 3	LONGEVITY
ACCOUNTANT 1	21.46 1,577.31 41,010.06	23.26 1,709.61 44,449.86	25.20 1,852.20 48,157.20	26.46 1,944.81 50,565.06
ACCOUNTANT 2	23.26 1,709.61 44,449.86	25.20 1,852.20 48,157.20	27.36 2,010.96 52,284.96	28.73 2,111.66 54,903.03
ACCOUNTING CLERK 1	18.03 1,325.21 34,455.33	19.44 1,428.84 37,149.84	21.00 1,543.50 40,131.00	22.05 1,620.68 42,137.55
ACCOUNTING CLERK 2	19.98 1,468.53 38,181.78	21.51 1,580.99 41,105.61	23.11 1,698.59 44,163.21	24.27 1,783.85 46,379.97
ASSISTANT MANAGER 2	19.95 1,516.20 39,421.20	21.57 1,639.32 42,622.32	23.36 1,775.36 46,159.36	24.53 1,864.28 48,471.28
ASSISTANT MANAGER 3	20.75 1,577.00 41,002.00	22.49 1,709.24 44,440.24	24.37 1,852.12 48,155.12	25.59 1,944.84 50,565.84
AUDIT CLERK 1	18.03 1,325.21 34,455.33	19.44 1,428.84 37,149.84	21.00 1,543.50 40,131.00	22.05 1,620.68 42,137.55
AUDIT CLERK 2	19.97 1,467.80 38,162.67	21.60 1,587.60 41,277.60	23.38 1,718.43 44,679.18	24.55 1,804.43 46,915.05
BUSINESS ANALYST 1	23.26 1,709.61 44,449.86	25.20 1,852.20 48,157.20	27.36 2,010.96 52,284.96	28.73 2,111.66 54,903.03
BUSINESS ANALYST 2	25.18 1,850.73 48,118.98	27.36 2,010.96 52,284.96	29.73 2,185.16 56,814.03	31.22 2,294.67 59,661.42
CLERK 2	14.01 1,029.74 26,773.11	15.02 1,103.97 28,703.22	16.10 1,183.35 30,767.10	16.91 1,242.89 32,315.01

CLERK 3	19.36	20.65	22.07	23.17
	1,422.96	1,517.78	1,622.15	1,703.00
	36,996.96	39,462.15	42,175.77	44,277.87
CLERK 4	19.98	21.51	23.11	24.27
	1,468.53	1,580.99	1,698.59	1,783.85
	38,181.78	41,105.61	44,163.21	46,379.97
CLERK 5	20.64	22.30	24.16	25.37
	1,517.04	1,639.05	1,775.76	1,864.70
	39,443.04	42,615.30	46,169.76	48,482.07
CLERK 6	23.26	25.20	27.36	28.73
	1,709.61	1,852.20	2,010.96	2,111.66
	44,449.86	48,157.20	52,284.96	54,903.03
CLERK TYPIST 2	17.19	18.19	19.30	20.27
	1,263.47	1,336.97	1,418.55	1,489.85
	32,850.09	34,761.09	36,882.30	38,735.97
CLERK TYPIST 3	18.64	19.85	21.22	22.28
	1,370.04	1,458.98	1,559.67	1,637.58
	35,621.04	37,933.35	40,551.42	42,577.08
DATA ENTRY OPERATOR 3	18.72	19.93	21.31	22.38
	1,375.92	1,464.86	1,566.29	1,644.93
	35,773.92	38,086.23	40,723.41	42,768.18
FOREMAN 1	21.46	23.26	25.20	26.46
	1,577.31	1,709.61	1,852.20	1,944.81
	41,010.06	44,449.86	48,157.20	50,565.06
FOREMAN 2 WAREHOUSE	23.26	25.20	27.36	28.73
	1,709.61	1,852.20	2,010.96	2,111.66
	44,449.86	48,157.20	52,284.96	54,903.03
FOREMAN 3 (GENERAL FOREMAN)	25.18	27.36	29.73	31.22
	1,850.73	2,010.96	2,185.16	2,294.67
	48,118.98	52,284.96	56,814.03	59,661.42
INSPECTOR 1	19.32	20.85	22.58	23.71
	1,420.02	1,532.48	1,659.63	1,742.69
	36,920.52	39,844.35	43,150.38	45,309.81
INSPECTOR 2	22.72	24.62	26.67	28.00
	1,669.92	1,809.57	1,960.25	2,058.00
	43,417.92	47,048.82	50,966.37	53,508.00
MAINTENANCE TRADESPERSON	19.32	20.86	22.58	23.71
	1,420.02	1,533.21	1,659.63	1,742.69
	36,920.52	39,863.46	43,150.38	45,309.81

PRODUCT AMBASSADOR	21.46	23.26	25.20	26.46
	1,577.31	1,709.61	1,852.20	1,944.81
	41,010.06	44,449.86	48,157.20	50,565.06
PRODUCT CONSULTANT	18.13	19.55	21.13	22.19
	1,377.88	1,485.80	1,605.88	1,686.44
	35,824.88	38,630.80	41,752.88	43,847.44
PURCHASING ASSISTANT	21.46	23.26	25.20	26.46
	1,577.31	1,709.61	1,852.20	1,944.81
	41,010.06	44,449.86	48,157.20	50,565.06
QUALITY CONTROL INSPECTOR	18.67	20.19	21.79	22.88
	1,372.25	1,483.97	1,601.57	1,681.68
	35,678.37	38,583.09	41,640.69	43,723.68
CUSTOMER SERVICE CLERK	17.10	18.41	19.88	20.87
	1,299.60	1,399.16	1,510.88	1,586.12
	33,789.60	36,378.16	39,282.88	41,239.12
STORE CLERK 3	17.41	18.79	20.30	21.32
	1,323.16	1,428.04	1,542.80	1,620.32
	34,402.16	37,129.04	40,112.80	42,128.32
STORE MANAGER 1	19.95	21.57	23.36	24.53
	1516.20	1639.32	1775.36	1864.28
	39421.20	42622.32	46159.36	48471.28
STORE MANAGER 2	21.57	23.36	25.34	26.61
	1,639.32	1,775.36	1,925.84	2,022.36
	42,622.32	46,159.36	50,071.84	52,581.36
SUPPLIES CONTROL CLERK	17.37	18.70	20.22	21.23
	1,276.70	1,374.45	1,486.17	1,560.41
	33,194.07	35,735.70	38,640.42	40,570.53
SUSTAINABLE DEVELOPMENT COORDINATOR	25.18	27.36	29.73	31.22
	1,850.73	2,010.96	2,185.16	2,294.67
	48,118.98	52,284.96	56,814.03	59,661.42
TECHNOLOGIST 1	17.46	18.00	19.42	20.39
	1,283.31	1,323.00	1,427.37	1,498.67
	33,366.06	34,398.00	37,111.62	38,965.29
TECHNOLOGIST 2	18.03	19.44	21.00	22.05
	1,325.21	1,428.84	1,543.50	1,620.68
	34,455.33	37,149.84	40,131.00	42,137.55
TECHNOLOGIST 3	19.32	20.86	22.58	23.71
	1,420.02	1,533.21	1,659.63	1,742.69
	36,920.52	39,863.46	43,150.38	45,309.81

TECHNOLOGIST 4	21.46	23.26	25.20	26.46
	1,577.31	1,709.61	1,852.20	1,944.81
	41,010.06	44,449.86	48,157.20	50,565.06
TECHNOLOGIST 5	23.26	25.20	27.36	28.73
	1,709.61	1,852.20	2,010.96	2,111.66
	44,449.86	48,157.20	52,284.96	54,903.03
TECHNOLOGIST 6	25.18	27.36	29.73	31.22
	1,850.73	2,010.96	2,185.16	2,294.67
	48,118.98	52,284.96	56,814.03	59,661.42
TECHNOLOGIST 7	28.50	30.81	33.25	34.91
	2,094.75	2,264.54	2,443.88	2,565.89
	54,463.50	58,877.91	63,540.75	66,713.01
TECHNOLOGIST 8	30.87	33.37	35.61	37.39
	2,268.95	2,452.70	2,617.34	2,748.17
	58,992.57	63,770.07	68,050.71	71,452.29
UTILITY	16.06	17.28	18.65	19.58
	1,180.41	1,270.08	1,370.78	1,439.13
	30,690.66	33,022.08	35,640.15	37,417.38
WAREHOUSE LEADHAND	19.97	21.60	23.38	24.55
	1,467.80	1,587.60	1,718.43	1,804.43
	38,162.67	41,277.60	44,679.18	46,915.05
WAREHOUSEMAN 2	17.67	19.02	20.56	21.59
	1,298.75	1,397.97	1,511.16	1,586.87
	33,767.37	36,347.22	39,290.16	41,258.49
WAREHOUSEMAN 3	18.67	20.19	21.79	22.88
	1,372.25	1,483.97	1,601.57	1,681.68
	35,678.37	38,583.09	41,640.69	43,723.68
WORD PROCESSOR OPERATOR	18.76	19.97	21.35	22.42
	1,378.86	1,467.80	1,569.23	1,647.87
	35,850.36	38,162.67	40,799.85	42,844.62

SPECIAL ADJUSTMENTS Appendix A-1 (Pay Plan)

	<i>Date of signing (1.5 %)</i>			
	INSPECTOR 1 & 2			
	STEP 1	STEP 2	STEP 3	LONGEVITY
INSPECTOR 1	19.61	21.16	22.92	24.07
	1,441.34	1,555.26	1,684.62	1,769.15
	37,474.71	40,436.76	43,800.12	45,997.77
INSPECTOR 2	23.06	24.99	27.07	28.42
	1,694.91	1,836.77	1,989.65	2,088.87
	44,067.66	47,755.89	51,730.77	54,310.62

Appendix A-2 (Pay Plan)

Manitoba Liquor Control Commission Rates by Position

Effective March 27, 2011 (1% Increase)

	STEP 1	STEP 2	STEP 3	LONGEVITY
ACCOUNTANT 1	21.67 1,592.75 41,411.37	23.49 1,726.52 44,889.39	25.45 1,870.58 48,634.95	26.72 1,963.92 51,061.92
ACCOUNTANT 2	23.49 1,726.52 44,889.39	25.45 1,870.58 48,634.95	27.63 2,030.81 52,800.93	29.01 2,132.24 55,438.11
ACCOUNTING CLERK 1	18.21 1,338.44 34,799.31	19.63 1,442.81 37,512.93	21.21 1,558.94 40,532.31	22.27 1,636.85 42,557.97
ACCOUNTING CLERK 2	20.18 1,483.23 38,563.98	21.73 1,597.16 41,526.03	23.34 1,715.49 44,602.74	24.51 1,801.49 46,838.61
ASSISTANT MANAGER 2	20.15 1,531.40 39,816.40	21.79 1,656.04 43,057.04	23.59 1,792.84 46,613.84	24.77 1,882.52 48,945.52
ASSISTANT MANAGER 3	20.96 1,592.96 41,416.96	22.71 1,725.96 44,874.96	24.61 1,870.36 48,629.36	25.84 1,963.84 51,059.84
AUDIT CLERK 1	18.21 1,338.44 34,799.31	19.63 1,442.81 37,512.93	21.21 1,558.94 40,532.31	22.27 1,636.85 42,557.97
AUDIT CLERK 2	20.17 1,482.50 38,544.87	21.82 1,603.77 41,698.02	23.61 1,735.34 45,118.71	24.79 1,822.07 47,373.69
BUSINESS ANALYST 1	23.49 1,726.52 44,889.39	25.45 1,870.58 48,634.95	27.63 2,030.81 52,800.93	29.01 2,132.24 55,438.11
BUSINESS ANALYST 2	25.43 1,869.11 48,596.73	27.63 2,030.81 52,800.93	30.03 2,207.21 57,387.33	31.53 2,317.46 60,253.83
CLERK 2	14.15 1,040.03 27,040.65	15.17 1,115.00 28,989.87	16.26 1,195.11 31,072.86	17.07 1,254.65 32,620.77

CLERK 3	19.55	20.86	22.29	23.40
	1,436.93	1,533.21	1,638.32	1,719.90
	37,360.05	39,863.46	42,596.19	44,717.40
CLERK 4	20.18	21.73	23.34	24.51
	1,483.23	1,597.16	1,715.49	1,801.49
	38,563.98	41,526.03	44,602.74	46,838.61
CLERK 5	20.85	22.52	24.40	25.62
	1,532.48	1,655.22	1,793.40	1,883.07
	39,844.35	43,035.72	46,628.40	48,959.82
CLERK 6	23.49	25.45	27.63	29.01
	1,726.52	1,870.58	2,030.81	2,132.24
	44,889.39	48,634.95	52,800.93	55,438.11
CLERK TYPIST 2	17.36	18.37	19.49	20.46
	1,275.96	1,350.20	1,432.52	1,503.81
	33,174.96	35,105.07	37,245.39	39,099.06
CLERK TYPIST 3	18.83	20.05	21.43	22.50
	1,384.01	1,473.68	1,575.11	1,653.75
	35,984.13	38,315.55	40,952.73	42,997.50
DATA ENTRY OPERATOR 3	18.91	20.13	21.52	22.60
	1,389.89	1,479.56	1,581.72	1,661.10
	36,137.01	38,468.43	41,124.72	43,188.60
FOREMAN 1	21.67	23.49	25.45	26.72
	1,592.75	1,726.52	1,870.58	1,963.92
	41,411.37	44,889.39	48,634.95	51,061.92
FOREMAN 2 WAREHOUSE	23.49	25.45	27.63	29.01
	1,726.52	1,870.58	2,030.81	2,132.24
	44,889.39	48,634.95	52,800.93	55,438.11
FOREMAN 3 (GENERAL FOREMAN)	25.43	27.63	30.03	31.53
	1,869.11	2,030.81	2,207.21	2,317.46
	48,596.73	52,800.93	57,387.33	60,253.83
INSPECTOR 1	20.00	21.58	23.38	24.55
	1,470.00	1,586.13	1,718.43	1,804.43
	38,220.00	41,239.38	44,679.18	46,915.05
INSPECTOR 2	23.52	25.49	27.61	28.99
	1,728.72	1,873.52	2,029.34	2,130.77
	44,946.72	48,711.39	52,762.71	55,399.89
MAINTENANCE TRADESPERSON	19.51	21.07	22.81	23.95
	1,433.99	1,548.65	1,676.54	1,760.33
	37,283.61	40,264.77	43,589.91	45,768.45

PRODUCT AMBASSADOR	21.67	23.49	25.45	26.72
	1,592.75	1,726.52	1,870.58	1,963.92
	41,411.37	44,889.39	48,634.95	51,061.92
PRODUCT CONSULTANT	18.31	19.75	21.34	22.41
	1,391.56	1,501.00	1,621.84	1,703.16
	36,180.56	39,026.00	42,167.84	44,282.16
PURCHASING ASSISTANT	21.67	23.49	25.45	26.72
	1,592.75	1,726.52	1,870.58	1,963.92
	41,411.37	44,889.39	48,634.95	51,061.92
QUALITY CONTROL INSPECTOR	18.86	20.39	22.01	23.11
	1,386.21	1,498.67	1,617.74	1,698.59
	36,041.46	38,965.29	42,061.11	44,163.21
CUSTOMER SERVICE CLERK	17.27	18.59	20.08	21.08
	1,312.52	1,412.84	1,526.08	1,602.08
	34,125.52	36,733.84	39,678.08	41,654.08
STORE CLERK 3	17.58	18.98	20.50	21.53
	1,336.08	1,442.48	1,558.00	1,636.28
	34,738.08	37,504.48	40,508.00	42,543.28
STORE MANAGER 1	20.15	21.79	23.59	24.77
	1531.40	1656.04	1792.84	1882.52
	39816.40	43057.04	46613.84	48945.52
STORE MANAGER 2	21.79	23.59	25.59	26.87
	1,656.04	1,792.84	1,944.84	2,042.12
	43,057.04	46,613.84	50,565.84	53,095.12
SUPPLIES CONTROL CLERK	17.54	18.89	20.42	21.44
	1,289.19	1,388.42	1,500.87	1,575.84
	33,518.94	36,098.79	39,022.62	40,971.84
SUSTAINABLE DEVELOPMENT COORDINATOR	25.43	27.63	30.03	31.53
	1,869.11	2,030.81	2,207.21	2,317.46
	48,596.73	52,800.93	57,387.33	60,253.83
TECHNOLOGIST 1	17.63	18.18	19.61	20.59
	1,295.81	1,336.23	1,441.34	1,513.37
	33,690.93	34,741.98	37,474.71	39,347.49
TECHNOLOGIST 2	18.21	19.63	21.21	22.27
	1,338.44	1,442.81	1,558.94	1,636.85
	34,799.31	37,512.93	40,532.31	42,557.97
TECHNOLOGIST 3	19.51	21.07	22.81	23.95
	1,433.99	1,548.65	1,676.54	1,760.33
	37,283.61	40,264.77	43,589.91	45,768.45

TECHNOLOGIST 4	21.67	23.49	25.45	26.72
	1,592.75	1,726.52	1,870.58	1,963.92
	41,411.37	44,889.39	48,634.95	51,061.92
TECHNOLOGIST 5	23.49	25.45	27.63	29.01
	1,726.52	1,870.58	2,030.81	2,132.24
	44,889.39	48,634.95	52,800.93	55,438.11
TECHNOLOGIST 6	25.43	27.63	30.03	31.53
	1,869.11	2,030.81	2,207.21	2,317.46
	48,596.73	52,800.93	57,387.33	60,253.83
TECHNOLOGIST 7	28.79	31.12	33.58	35.26
	2,116.07	2,287.32	2,468.13	2,591.61
	55,017.69	59,470.32	64,171.38	67,381.86
TECHNOLOGIST 8	31.18	33.70	35.97	37.77
	2,291.73	2,476.95	2,643.80	2,776.10
	59,584.98	64,400.70	68,738.67	72,178.47
UTILITY	16.22	17.45	18.84	19.78
	1,192.17	1,282.58	1,384.74	1,453.83
	30,996.42	33,346.95	36,003.24	37,799.58
WAREHOUSE LEADHAND	20.17	21.82	23.61	24.79
	1,482.50	1,603.77	1,735.34	1,822.07
	38,544.87	41,698.02	45,118.71	47,373.69
WAREHOUSEMAN 2	17.85	19.21	20.77	21.81
	1,311.98	1,411.94	1,526.60	1,603.04
	34,111.35	36,710.31	39,691.47	41,678.91
WAREHOUSEMAN 3	18.86	20.39	22.01	23.11
	1,386.21	1,498.67	1,617.74	1,698.59
	36,041.46	38,965.29	42,061.11	44,163.21
WORD PROCESSOR OPERATOR	18.95	20.17	21.56	22.64
	1,392.83	1,482.50	1,584.66	1,664.04
	36,213.45	38,544.87	41,201.16	43,265.04

Appendix A-3 (Pay Plan)

Manitoba Liquor Control Commission Rates by Position

Effective March 28, 2011 to March 25, 2012 (2.5% Increase)

	STEP 1	STEP 2	STEP 3	LONGEVITY
ACCOUNTANT 1	22.21 1,632.44 42,443.31	24.08 1,769.88 46,016.88	26.09 1,917.62 49,857.99	27.39 2,013.17 52,342.29
ACCOUNTANT 2	24.08 1,769.88 46,016.88	26.09 1,917.62 49,857.99	28.32 2,081.52 54,119.52	29.74 2,185.89 56,833.14
ACCOUNTING CLERK 1	18.67 1,372.25 35,678.37	20.12 1,478.82 38,449.32	21.74 1,597.89 41,545.14	22.83 1,678.01 43,628.13
ACCOUNTING CLERK 2	20.68 1,519.98 39,519.48	22.27 1,636.85 42,557.97	23.92 1,758.12 45,711.12	25.12 1,846.32 48,004.32
ASSISTANT MANAGER 2	20.65 1,569.40 40,804.40	22.33 1,697.08 44,124.08	24.18 1,837.68 47,779.68	25.39 1,929.64 50,170.64
ASSISTANT MANAGER 3	21.48 1,632.48 42,444.48	23.28 1,769.28 46,001.28	25.23 1,917.48 49,854.48	26.49 2,013.24 52,344.24
AUDIT CLERK 1	18.67 1,372.25 35,678.37	20.12 1,478.82 38,449.32	21.74 1,597.89 41,545.14	22.83 1,678.01 43,628.13
AUDIT CLERK 2	20.67 1,519.25 39,500.37	22.37 1,644.20 42,749.07	24.20 1,778.70 46,246.20	25.41 1,867.64 48,558.51
BUSINESS ANALYST 1	24.08 1,769.88 46,016.88	26.09 1,917.62 49,857.99	28.32 2,081.52 54,119.52	29.74 2,185.89 56,833.14
BUSINESS ANALYST 2	26.07 1,916.15 49,819.77	28.32 2,081.52 54,119.52	30.78 2,262.33 58,820.58	32.32 2,375.52 61,763.52
CLERK 2	14.50 1,065.75 27,709.50	15.55 1,142.93 29,716.05	16.67 1,225.25 31,856.37	17.50 1,286.25 33,442.50

CLERK 3	20.04	21.38	22.85	23.99
	1,472.94	1,571.43	1,679.48	1,763.27
	38,296.44	40,857.18	43,666.35	45,844.89
CLERK 4	20.68	22.27	23.92	25.12
	1,519.98	1,636.85	1,758.12	1,846.32
	39,519.48	42,557.97	45,711.12	48,004.32
CLERK 5	21.37	23.08	25.01	26.26
	1,570.70	1,696.38	1,838.24	1,930.11
	40,838.07	44,105.88	47,794.11	50,182.86
CLERK 6	24.08	26.09	28.32	29.74
	1,769.88	1,917.62	2,081.52	2,185.89
	46,016.88	49,857.99	54,119.52	56,833.14
CLERK TYPIST 2	17.79	18.83	19.98	20.98
	1,307.57	1,384.01	1,468.53	1,542.03
	33,996.69	35,984.13	38,181.78	40,092.78
CLERK TYPIST 3	19.30	20.55	21.97	23.07
	1,418.55	1,510.43	1,614.80	1,695.65
	36,882.30	39,271.05	41,984.67	44,086.77
DATA ENTRY OPERATOR 3	19.38	20.63	22.06	23.16
	1,424.43	1,516.31	1,621.41	1,702.26
	37,035.18	39,423.93	42,156.66	44,258.76
FOREMAN 1	22.21	24.08	26.09	27.39
	1,632.44	1,769.88	1,917.62	2,013.17
	42,443.31	46,016.88	49,857.99	52,342.29
FOREMAN 2 WAREHOUSE	24.08	26.09	28.32	29.74
	1,769.88	1,917.62	2,081.52	2,185.89
	46,016.88	49,857.99	54,119.52	56,833.14
FOREMAN 3 (GENERAL FOREMAN)	26.07	28.32	30.78	32.32
	1,916.15	2,081.52	2,262.33	2,375.52
	49,819.77	54,119.52	58,820.58	61,763.52
INSPECTOR 1	20.50	22.12	23.96	25.16
	1,506.75	1,625.82	1,761.06	1,849.26
	39,175.50	42,271.32	45,787.56	48,080.76
INSPECTOR 2	24.11	26.13	28.30	29.71
	1,772.09	1,920.56	2,080.05	2,183.69
	46,074.21	49,934.43	54,081.30	56,775.81
MAINTENACE TRADESPERSON	20.00	21.60	23.38	24.55
	1,470.00	1,587.60	1,718.43	1,804.43
	38,220.00	41,277.60	44,679.18	46,915.05

PRODUCT AMBASSADOR	22.21	24.08	26.09	27.39
	1,632.44	1,769.88	1,917.62	2,013.17
	42,443.31	46,016.88	49,857.99	52,342.29
PRODUCT CONSULTANT	18.77	20.24	21.87	22.96
	1,426.52	1,538.24	1,662.12	1,744.96
	37,089.52	39,994.24	43,215.12	45,368.96
PURCHASING ASSISTANT	22.21	24.08	26.09	27.39
	1,632.44	1,769.88	1,917.62	2,013.17
	42,443.31	46,016.88	49,857.99	52,342.29
QUALITY CONTROL INSPECTOR	19.33	20.90	22.56	23.69
	1,420.76	1,536.15	1,658.16	1,741.22
	36,939.63	39,939.90	43,112.16	45,271.59
CUSTOMER SERVICE CLERK	17.70	19.05	20.58	21.61
	1,345.20	1,447.80	1,564.08	1,642.36
	34,975.20	37,642.80	40,666.08	42,701.36
STORE CLERK 3	18.02	19.45	21.01	22.06
	1,369.52	1,478.20	1,596.76	1,676.56
	35,607.52	38,433.20	41,515.76	43,590.56
STORE MANAGER 1	20.65	22.33	24.18	25.39
	1569.40	1697.08	1837.68	1929.64
	40804.40	44124.08	47779.68	50170.64
STORE MANAGER 2	22.33	24.18	26.23	27.54
	1,697.08	1,837.68	1,993.48	2,093.04
	44,124.08	47,779.68	51,830.48	54,419.04
SUPPLIES CONTROL CLERK	17.98	19.36	20.93	21.98
	1,321.53	1,422.96	1,538.36	1,615.53
	34,359.78	36,996.96	39,997.23	42,003.78
SUSTAINABLE DEVELOPMENT COORDINATOR	26.07	28.32	30.78	32.32
	1,916.15	2,081.52	2,262.33	2,375.52
	49,819.77	54,119.52	58,820.58	61,763.52
TECHNOLOGIST 1	18.07	18.63	20.10	21.11
	1,328.15	1,369.31	1,477.35	1,551.59
	34,531.77	35,601.93	38,411.10	40,341.21
TECHNOLOGIST 2	18.67	20.12	21.74	22.83
	1,372.25	1,478.82	1,597.89	1,678.01
	35,678.37	38,449.32	41,545.14	43,628.13
TECHNOLOGIST 3	20.00	21.60	23.38	24.55
	1,470.00	1,587.60	1,718.43	1,804.43
	38,220.00	41,277.60	44,679.18	46,915.05

TECHNOLOGIST 4	22.21	24.08	26.09	27.39
	1,632.44	1,769.88	1,917.62	2,013.17
	42,443.31	46,016.88	49,857.99	52,342.29
TECHNOLOGIST 5	24.08	26.09	28.32	29.74
	1,769.88	1,917.62	2,081.52	2,185.89
	46,016.88	49,857.99	54,119.52	56,833.14
TECHNOLOGIST 6	26.07	28.32	30.78	32.32
	1,916.15	2,081.52	2,262.33	2,375.52
	49,819.77	54,119.52	58,820.58	61,763.52
TECHNOLOGIST 7	29.51	31.90	34.42	36.14
	2,168.99	2,344.65	2,529.87	2,656.29
	56,393.61	60,960.90	65,776.62	69,063.54
TECHNOLOGIST 8	31.96	34.54	36.87	38.71
	2,349.06	2,538.69	2,709.95	2,845.19
	61,075.56	66,005.94	70,458.57	73,974.81
UTILITY	16.63	17.89	19.31	20.28
	1,222.31	1,314.92	1,419.29	1,490.58
	31,779.93	34,187.79	36,901.41	38,755.08
WAREHOUSE LEADHAND	20.67	22.37	24.20	25.41
	1,519.25	1,644.20	1,778.70	1,867.64
	39,500.37	42,749.07	46,246.20	48,558.51
WAREHOUSEMAN 2	18.30	19.69	21.29	22.35
	1,345.05	1,447.22	1,564.82	1,642.73
	34,971.30	37,627.59	40,685.19	42,710.85
WAREHOUSEMAN 3	19.33	20.90	22.56	23.69
	1,420.76	1,536.15	1,658.16	1,741.22
	36,939.63	39,939.90	43,112.16	45,271.59
WORD PROCESSOR OPERATOR	19.42	20.67	22.10	23.21
	1,427.37	1,519.25	1,624.35	1,705.94
	37,111.62	39,500.37	42,233.10	44,354.31

Appendix A-4 (Pay Plan)

Manitoba Liquor Control Commission Rates by Position

Effective March 26, 2012 to March 24, 2013 (2.5% Increase)

	STEP 1	STEP 2	STEP 3	LONGEVITY
ACCOUNTANT 1	22.77	24.68	26.74	28.08
	1,673.60	1,813.98	1,965.39	2,063.88
	43,513.47	47,163.48	51,100.14	53,660.88
ACCOUNTANT 2	24.68	26.74	29.03	30.48
	1,813.98	1,965.39	2,133.71	2,240.28
	47,163.48	51,100.14	55,476.33	58,247.28
ACCOUNTING CLERK 1	19.14	20.62	22.28	23.39
	1,406.79	1,515.57	1,637.58	1,719.17
	36,576.54	39,404.82	42,577.08	44,698.29
ACCOUNTING CLERK 2	21.20	22.83	24.52	25.75
	1,558.20	1,678.01	1,802.22	1,892.63
	40,513.20	43,628.13	46,857.72	49,208.25
ASSISTANT MANAGER 2	21.17	22.89	24.78	26.02
	1,608.92	1,739.64	1,883.28	1,977.52
	41,831.92	45,230.64	48,965.28	51,415.52
ASSISTANT MANAGER 3	22.02	23.86	25.86	27.15
	1,673.52	1,813.36	1,965.36	2,063.40
	43,511.52	47,147.36	51,099.36	53,648.40
AUDIT CLERK 1	19.14	20.62	22.28	23.39
	1,406.79	1,515.57	1,637.58	1,719.17
	36,576.54	39,404.82	42,577.08	44,698.29
AUDIT CLERK 2	21.19	22.93	24.81	26.05
	1,557.47	1,685.36	1,823.54	1,914.68
	40,494.09	43,819.23	47,411.91	49,781.55
BUSINESS ANALYST 1	24.68	26.74	29.03	30.48
	1,813.98	1,965.39	2,133.71	2,240.28
	47,163.48	51,100.14	55,476.33	58,247.28
BUSINESS ANALYST 2	26.72	29.03	31.55	33.13
	1,963.92	2,133.71	2,318.93	2,435.06
	51,061.92	55,476.33	60,292.05	63,311.43
	STEP 1	STEP 2	STEP 3	LONGEVITY
CLERK 2	14.86	15.94	17.09	17.94
	1,092.21	1,171.59	1,256.12	1,318.59
	28,397.46	30,461.34	32,658.99	34,283.34

CLERK 3	20.54	21.91	23.42	24.59
	1,509.69	1,610.39	1,721.37	1,807.37
	39,251.94	41,870.01	44,755.62	46,991.49
CLERK 4	21.20	22.83	24.52	25.75
	1,558.20	1,678.01	1,802.22	1,892.63
	40,513.20	43,628.13	46,857.72	49,208.25
CLERK 5	21.90	23.66	25.64	26.92
	1,609.65	1,739.01	1,884.54	1,978.62
	41,850.90	45,214.26	48,998.04	51,444.12
CLERK 6	24.68	26.74	29.03	30.48
	1,813.98	1,965.39	2,133.71	2,240.28
	47,163.48	51,100.14	55,476.33	58,247.28
CLERK TYPIST 2	18.23	19.30	20.48	21.50
	1,339.91	1,418.55	1,505.28	1,580.25
	34,837.53	36,882.30	39,137.28	41,086.50
CLERK TYPIST 3	19.78	21.06	22.52	23.65
	1,453.83	1,547.91	1,655.22	1,738.28
	37,799.58	40,245.66	43,035.72	45,195.15
DATA ENTRY OPERATOR 3	19.86	21.15	22.61	23.74
	1,459.71	1,554.53	1,661.84	1,744.89
	37,952.46	40,417.65	43,207.71	45,367.14
FOREMAN 1	22.77	24.68	26.74	28.08
	1,673.60	1,813.98	1,965.39	2,063.88
	43,513.47	47,163.48	51,100.14	53,660.88
FOREMAN 2 WAREHOUSE	24.68	26.74	29.03	30.48
	1,813.98	1,965.39	2,133.71	2,240.28
	47,163.48	51,100.14	55,476.33	58,247.28
FOREMAN 3 (GENERAL FOREMAN)	26.72	29.03	31.55	33.13
	1,963.92	2,133.71	2,318.93	2,435.06
	51,061.92	55,476.33	60,292.05	63,311.43
INSPECTOR 1	21.01	22.67	24.56	25.79
	1,544.24	1,666.25	1,805.16	1,895.57
	40,150.11	43,322.37	46,934.16	49,284.69
INSPECTOR 2	STEP 1	STEP 2	STEP 3	LONGEVITY
	24.71	26.78	29.01	30.45
	1,816.19	1,968.33	2,132.24	2,238.08
	47,220.81	51,176.58	55,438.11	58,189.95
MAINTENANCE TRADESPERSON	20.50	22.14	23.96	25.16
	1,506.75	1,627.29	1,761.06	1,849.26
	39,175.50	42,309.54	45,787.56	48,080.76

PRODUCT AMBASSADOR	22.77	24.68	26.74	28.08
	1,673.60	1,813.98	1,965.39	2,063.88
	43,513.47	47,163.48	51,100.14	53,660.88
PRODUCT CONSULTANT	19.24	20.75	22.42	23.54
	1,462.24	1,577.00	1,703.92	1,789.04
	38,018.24	41,002.00	44,301.92	46,515.04
PURCHASING ASSISTANT	22.77	24.68	26.74	28.08
	1,673.60	1,813.98	1,965.39	2,063.88
	43,513.47	47,163.48	51,100.14	53,660.88
QUALITY CONTROL INSPECTOR	19.81	21.42	23.12	24.28
	1,456.04	1,574.37	1,699.32	1,784.58
	37,856.91	40,933.62	44,182.32	46,399.08
CUSTOMER SERVICE CLERK	18.14	19.53	21.09	22.14
	1,378.64	1,484.28	1,602.84	1,682.64
	35,844.64	38,591.28	41,673.84	43,748.64
STORE CLERK 3	18.47	19.94	21.54	22.62
	1,403.72	1,515.44	1,637.04	1,719.12
	36,496.72	39,401.44	42,563.04	44,697.12
STORE MANAGER 1	21.17	22.89	24.78	26.02
	1608.92	1739.64	1883.28	1977.52
	41831.92	45230.64	48965.28	51415.52
STORE MANAGER 2	22.89	24.78	26.89	28.23
	1,739.64	1,883.28	2,043.64	2,145.48
	45,230.64	48,965.28	53,134.64	55,782.48
SUPPLIES CONTROL CLERK	18.43	19.84	21.45	22.52
	1,354.61	1,458.24	1,576.58	1,655.22
	35,219.73	37,914.24	40,990.95	43,035.72
SUSTAINABLE DEVELOPMENT COORDINATOR	26.72	29.03	31.55	33.13
	1,963.92	2,133.71	2,318.93	2,435.06
	STEP 1	STEP 2	STEP 3	LONGEVITY
	51,061.92	55,476.33	60,292.05	63,311.43
TECHNOLOGIST 1	18.52	19.10	20.60	21.63
	1,361.22	1,403.85	1,514.10	1,589.81
	35,391.72	36,500.10	39,366.60	41,334.93
TECHNOLOGIST 2	19.14	20.62	22.28	23.39
	1,406.79	1,515.57	1,637.58	1,719.17
	36,576.54	39,404.82	42,577.08	44,698.29
TECHNOLOGIST 3	20.50	22.14	23.96	25.16
	1,506.75	1,627.29	1,761.06	1,849.26
	39,175.50	42,309.54	45,787.56	48,080.76

TECHNOLOGIST 4	22.77	24.68	26.74	28.08
	1,673.60	1,813.98	1,965.39	2,063.88
	43,513.47	47,163.48	51,100.14	53,660.88
TECHNOLOGIST 5	24.68	26.74	29.03	30.48
	1,813.98	1,965.39	2,133.71	2,240.28
	47,163.48	51,100.14	55,476.33	58,247.28
TECHNOLOGIST 6	26.72	29.03	31.55	33.13
	1,963.92	2,133.71	2,318.93	2,435.06
	51,061.92	55,476.33	60,292.05	63,311.43
TECHNOLOGIST 7	30.25	32.70	35.28	37.04
	2,223.38	2,403.45	2,593.08	2,722.44
	57,807.75	62,489.70	67,420.08	70,783.44
TECHNOLOGIST 8	32.76	35.40	37.79	39.68
	2,407.86	2,601.90	2,777.57	2,916.48
	62,604.36	67,649.40	72,216.69	75,828.48
UTILITY	17.05	18.34	19.79	20.78
	1,253.18	1,347.99	1,454.57	1,527.33
	32,582.55	35,047.74	37,818.69	39,710.58
WAREHOUSE LEADHAND	21.19	22.93	24.81	26.05
	1,557.47	1,685.36	1,823.54	1,914.68
	40,494.09	43,819.23	47,411.91	49,781.55
WAREHOUSEMAN 2	18.76	20.18	21.82	22.91
	1,378.86	1,483.23	1,603.77	1,683.89
	35,850.36	38,563.98	41,698.02	43,781.01
WAREHOUSEMAN 3	19.81	21.42	23.12	24.28
	1,456.04	1,574.37	1,699.32	1,784.58
	STEP 1	STEP 2	STEP 3	LONGEVITY
	37,856.91	40,933.62	44,182.32	46,399.08
WORD PROCESSOR OPERATOR	19.91	21.19	22.65	23.78
	1,463.39	1,557.47	1,664.78	1,747.83
	38,048.01	40,494.09	43,284.15	45,443.58

**SPECIAL ADJUSTMENTS Appendix A-4
(Pay Plan)**

	<u>October 8, 2012</u>			
	INSPECTOR 1 & 2			
	STEP 1	STEP 2	STEP 3	LONGEVITY
INSPECTOR 1	21.33	23.01	24.93	26.18
	1,567.76	1,691.24	1,832.36	1,924.23
	40,761.63	43,972.11	47,641.23	50,029.98
INSPECTOR 2	25.08	27.18	29.45	30.91
	1,843.38	1,997.73	2,164.58	2,271.89
	47,927.88	51,940.98	56,278.95	59,069.01

Appendix “B”

Application of Benefits to Part-time and Term Employees

1:01 Accumulated service means the equivalent length of service required by an employee by virtue of his employment.

i.e. For an employee in a 7.60 hour day classification:

7.6 hours work equals one (1) day of accumulated service;

38.0 hours work equals one (1) week of accumulated service;

76.0 hours work equals one (1) bi-weekly pay period of accumulated service;

1976 hours work equals one (1) year of accumulated service.

(a) For purposes of accumulated service, overtime hours are not included.

(b) Accumulated service must be continuous service, i.e. there must have been no break in service involving termination of the employee.

1:02 These guidelines are effective date of signing.

Application

2:01 The Collective Agreement applies only to part-time employees as defined in Article 6:06 of the Collective Agreement.

2:02 The Collective Agreement does not apply to casual employees.

2:03 The determination as to whether an employee is part-time or casual is the sole and exclusive right of management. The parties agree to meet in an effort to resolve any problems which may occur as to whether an employee is part-time or casual.

Conversions

3:01 A part-time employee who is converted to casual is no longer covered by the Collective Agreement effective the date of his conversion.

3:02 A casual employee, who is converted to a part-time status, must complete the service requirement set out in Article 2 but receives no credit for accumulated service as a casual employee.

3:03 Where a part-time employee, who has been covered by the Collective Agreement, has been converted to casual employment and is subsequently reconverted to part-time employment with no break in service, the period of casual employment shall be treated as a period of leave of absence. While this does not affect the continuity of his employment, the period of casual employment does not count as accumulated service for purposes of benefit determination.

3:04 While working part-time, term and part-time employees shall not be required to serve a probationary period.

General Principles

4:01 Where a benefit is to be prorated for a part-time employee it will be calculated so that if two (2) part-time employees were sharing a full-time position the total cost to the Commission of that benefit is no greater than the cost of having the positions filled by a full-time employee.

4:02 In pro-rating a benefit, the following pro-rating factor shall be used:

$$\text{Pro-rating factor} = \frac{\text{number of regularly scheduled hours the employee worked in the preceding fifty-two (52) weeks}}{\text{normal full-time daily shift x fifty-two (52) weeks x five (5) days}}$$

Benefits

5:01 Part-time employees will only be eligible for the benefits specifically identified in this section.

5:02 Statutory Holidays

(a) A part-time employee will be eligible for pay for a holiday on which the employee does not work provided the employee:

- (i) did not fail to report for work after having been scheduled to work on the day of the holiday and
- (ii) has not absented himself from work without the consent of the employing authority on his regularly scheduled working day immediately preceding or following the holiday unless his absence is by reason of established illness.

5:03 Vacation

- (a) As at date of signing, all part-time employees are to receive vacation pay at the rate of six percent (6%).
- (b) As at April 1, 1986, all part-time employees are to be paid on a pro-rated basis in accordance with Article 40. Eligibility will be based on total accumulated hours.
- (c) Part-time employees would only be considered laid off if no hours were made available to them for a continuous period in excess of four (4) pay periods. A reduction in the number of hours made available to a part-time employee shall not be construed a layoff.

5:04 Sick Leave

(a) Ten (10) days of accumulated service equals one (1) sick leave credit (i.e., ½ or 1 day)

Note: An employee starts accumulating service on the bi-weekly pay period following the date of appointment unless the employee has been appointed on the first day of a bi-weekly pay period.

(b) Accumulated service is used to determine eligibility for receiving sick leave credits at a higher rate (i.e., one [1] day per bi-weekly pay period rather than one-half [½] day per bi-weekly pay period).

(c) In all applications of sick leave, Article 4 of Appendix B will be used to calculate the benefit.

5:05 Workers Compensation

An employee who is eligible for Workers Compensation may use accumulated sick leave to supplement Workers Compensation in order that the employee's regular take home pay is maintained. The regular take home pay shall be based on the average of the previous eight (8) weeks work prior to becoming eligible for Workers Compensation. If at any time it is decided by the W.C.B. that the "regular salary" paid by the Commission involves a "top-up" and it is decided by the W.C.B. that the additional amount "top-up" must be offset against benefits otherwise payable by the W.C.B. then such additional amount shall not be payable to the employee.

5:06 Retirement/Termination Allowance

For part-time employees, Retirement/Termination Allowance will be calculated in accordance with Article 50:01. The part-time employee's complete years of service is the total continuous part-time hours worked divided by the appropriate annual conversion factor (Article 1:01, Appendix B). The part-time employee will be eligible to receive Retirement/Termination Allowance in the amount of one (1) weeks pay at his/her current hourly rate for each complete year of continuous employment up to a maximum of twenty-five (25) weeks.

5:07 Remoteness Allowance

Remoteness Allowances are to be determined separately from hourly wage rates. Remoteness Allowances are to be considered on a daily basis, i.e., $\frac{1}{2}$ 1st of the monthly rate up to the maximum for the monthly period.

In order to qualify for the daily rate, an employee is required to work one-half ($\frac{1}{2}$) or greater of the normal working hours in any one (1) day.

5:08 Notice of Layoff, Resignation or Termination

- (a) The period of notice required to be given by the employee or his Employer is the same as that applicable to full-time employees.
- (b) Pay in lieu of notice shall be calculated by multiplying the number of weeks notice by the pro-rating factor.
- (c) A part-time or term employee dismissed from the Commission for just cause may not be paid two (2) weeks wages or salary equivalent; this decision shall be at the sole discretion of management.

5:09 Merit Increase

Eligibility for merit increases will be based on accumulated service.

5:10 Overtime

- (a) Daily overtime is only payable when the employee has worked beyond the normal daily hours for that classification.
- (b) Overtime for part-time employees means a period of authorized work performed in excess of:
 - (i) eight (8) hours per day or thirty-eight (38) hours per week;

- (ii) any part-time employee who works overtime shall be paid at a rate of one and one-half ($1\frac{1}{2}x$) times for the first four and one-half (4.5) hours of overtime and double (2x) time for all overtime hours worked in excess of the four and one-half ($4\frac{1}{2}$) hours.

Note: Certain shift configurations may require working more than five (5) days per week without payment of overtime.

5:11 Shift Premium

An employee must work an entire shift in order to qualify for shift premium.

5:12 Seniority

Seniority is based on accumulated service as per the part-time seniority list.

5:13 Layoff

Accumulated service is used for purposes of layoff, separate from full-time.

6:01 Pay Practices

Part-time employees shall be paid at a step within the range of their classification in the following manner:

- (i) after completion of three hundred thirty (330) hours - 1st Step
 - (ii) after completion of one thousand (1,000) hours - 2nd Step
 - (iii) after completion of two thousand (2,000) hours - 3rd Step
 - (iv) after completion of four thousand (4,000) hours - 4th Step
(Step 1 of Full-time equivalent position)
 - (v) after completion of seven thousand (7,000) hours - 5th Step
(Step 2 of Full-time equivalent position)
 - (vi) after completion of ten thousand (10,000) hours - 6th Step
(Step 3 of Full-time equivalent position)
- (a) Part-time employees attaining four thousand (4,000) hours of accumulated service must meet the qualifications of the equivalent full-time position in order to progress to the 4th Step. To ensure qualifications are met for progression to the 4th Step, the employee must pass (sixty-five percent [65%]) a test administered by the Commission. Customer Service Clerk 1 will also be required to take and pass (fifty percent [50%]) the Basic Wine Course. Other than employees who must still pass qualifying criteria under the Transitional provisions contained in the previous agreement, once an employee has attained Step 4 no further qualifications other than accumulated service will be required in order to continue progressing through the steps.
 - (b) The Commission will offer qualifying tests as least semi-annually (March/September) or more when there are fifteen (15) or more employees eligible to write it. **Employees who have failed the four thousand (4,000)**

hour qualifying test may re-write to a maximum of three (3) attempts, when it is next offered.

(i) After three (3) failed attempts to pass the test, the employee will be granted (2) additional opportunities to write the test at twelve month intervals.

- (c) Part-time employees will be entitled to write the qualifying test after three thousand (3,000) hours of accumulated service.
- (d) Part-time employees with ten thousand (10,000) hours or more at March 1, 2006 must work the additional five thousand (5,000) hours after March 1, 2006 to be granted the longevity increase at fifteen thousand (15,000) hours. Effective date of signing, part-time employees with twenty thousand (20,000) hours of accumulated service shall receive the longevity increase effective the first day of the pay period following the date of signing.

- 6:02**
- (a) Existing part-time employees who are promoted shall be placed at the appropriate step of the pay range in their new classification, which salary shall not be less than the salary the employee was earning prior to his promotion.
 - (b) An existing employee referred to in 6:02(a) shall progress within the new classification on the basis of total accumulated service.
 - (c) Part-time employees who are hired on or after July 14, 1992 and who are promoted shall be paid at a step in the pay range of the higher classification, that is, if possible at least five percent (5%) more than the rate of pay they were being paid in their former classification. Progression within the new classification shall be on the basis of "total" accumulated service in that classification.
 - (d) Part-time employees in the Distribution Centre who have been terminated and then re-employed will have their service connected only for salary purposes, sick leave accrual and seniority as it applies to job postings if they have accepted re-employment at the first possible opportunity, and their period of unemployment has not exceeded twelve (12) months.
 - (e) A part-time Store Clerk 1 employee directed by an employing authority or an employing authority's designate to perform the duties and responsibilities of some higher position whose maximum salary is greater than the employee's own shall only be paid for actual acting hours. The employee shall be paid according to article 21:01(a) of the collective agreement.

6:03 Labour Management Committees

Part-time employees will be allowed to participate in Labour Management Committees as per Article 27.

6:04 Bereavement Leave, Parental Leave, Adoptive Leave and Leave for Other Reasons (Articles 42, 43:01 (a) and (b), and 44)

- (a) These types of paid leave will be pro-rated by multiplying the number of days the employee would qualify for by the pro-rating factor.

- (b) In the case of Adoptive Parent Leave without pay, an employee is eligible for the full calendar year time benefit, i.e. seventeen (17) weeks.
- (c) For the purposes of leave under Articles 42:01, 42:02, 42:03, 42:04, and 43:01 a part-time employee shall be entitled to the same number of days leave with pay as a full-time employee, but the pay per day of leave shall be pro-rated in accordance with Article 4:02 of Appendix "B".

6:05 Shift Premiums and Overtime to Part-time/Term Employees

- (a) For the purposes of shift premiums, part-time/term employees will be considered to have worked a full shift if they work seven (7) hours.
- (b) For the purposes of overtime, part-time/term employees will be considered to have worked a full shift after eight (8) hours.
- (c) Effective April 1, 2004, each part-time employee shall receive one dollar (\$1.00) per hour for all regular hours of work or portions thereof on a Sunday.
- (d) The Sunday premium of one dollar (\$1.00) per hour shall not be included in the calculation of overtime payments, superannuation, group life insurance, sick leave payments, vacation pay or any other employee benefits or pay.

6:06 Statutory Holidays for Part-time/Term Employees

- (a) Part-time employees, who have not worked the equivalent of normal working hours of a full-time employee in the week the Statutory Holiday falls, will be paid at the rate of time and one-half for all hours worked on a Statutory Holiday.
- (b) Part-time employees who work the equivalent hours of a full-time employee in the week the Statutory Holiday falls will be paid as per Article 23:05.

7:01 Dental Benefits

Effective April 1, 2004, part-time employees who have reached two thousand (2000) hours of accumulated service shall be eligible for single coverage of basic dental services at one hundred percent (100%) or for family coverage of basic dental services at seventy-five percent (75%). Part-time employees must indicate option in writing.

7:02 Effective date of ratification, part-time employees who have completed one thousand (1000) hours of actual service in the warehouse/maintenance departments are eligible to receive two (2) shirts, two (2) pants, and a boot and arch insert allowance as per Article 29:02 of the Collective Agreement.

7:03 A part-time employee may take a course related to the employee's position and shall be reimbursed by the Commission for tuition and books upon the following conditions:

- (a) Part-time employees to be eligible must have worked a minimum of two thousand (2000) hours for the Commission.
- (b) Part-time employees prior to enrolling in the course must have the Commission's written approval.

- (c) Upon written approval by the Commission, the Commission may advance up to fifty percent (50%) of the tuition and textbook costs for approved courses, and the remaining fifty percent (50%) of tuition and textbook costs upon the employee complying with Article 7:03 (d).
- (d) The part-time employee must provide evidence of successful completion of the course by submission of a statement of marks and original tuition fee receipt.
- (e) If the part-time employee withdraws from the approved course at any time, all funds reimbursed to the employee must be returned to the Commission immediately.
- (f) Approval for course reimbursement is at the discretion of the Commission.

7:04 Any part-time employee requested to work shall be scheduled for a minimum of three (3) hours on a shift.

7:05 Effective April 1, 2004, a part-time employee who has reached two thousand (2000) hours accumulated service shall be eligible for single coverage only of fifty percent (50%) of vision care expenses of up to a maximum of one hundred twenty five dollars (\$125.00) in any period of twenty-four (24) months. A part-time employee who has reached two thousand (2000) hours accumulated service shall be eligible for fifty percent (50%) of the hearing aid plan of up to a maximum of one hundred seventy-five dollars (\$175.00) each, during a five (5) year period, excluding payments for repairs, maintenance, batteries and recharging services.

7:06 Health Care Spending Account

Effective January 1, 2005, a Health Care Spending Account will be established for all part time employees who have reached two thousand (2000) hours of accumulated service. Eligible part-time employee will be able to apply for reimbursement of eligible expenses per Articles 7.01 and 7.05 for themselves and their dependents.

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

Eligible part-time 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 Care Spending Account must be used in the **benefit** year in which they are allocated. There will be no carry over of Health Care Spending Account dollars into the next **benefit** year.

Upon submission of a claim, employee will be reimbursed for expenses incurred in the **benefit** year. If the Health Care 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 MLCC receives a Health Care Spending Account Payment Form authorizing the MLCC to reimburse the **eligible part-time** employee. Claims that are only eligible under the Health Care Spending Account can be

submitted along with receipts on a completed Health Care Spending Account Claim Form.

Claims will be paid once per month upon accumulation of fifty dollars (\$50.00) in expenses, or at the end of the **benefit** year, which runs from **April 1 to March 31**, if the employee has not reached fifty dollars (\$50.00).

The benefit year is understood to be April 1st to March 31st annually.

8:01 Jury Duty - Reference Article 55

- (a) This paid leave will be pro-rated by multiplying the number of days the employee would qualify for, by the pro-rating factor.

9:01 Excluded Articles

Part-time employees are specifically excluded from the following Articles of the Collective Agreement:

- Article 19 Transfers and Relocations - 19:01, 19:02 (all), 19:03.
- Article 22 Hours of Work - 22:01, 22:03, 22:04 (a), 22:05.
- Article 23 Overtime - 23:02 (a), 23:09 (a)(b), Part-time employees refer to Appendix B Article 5:10 (b) for coverage.
- Article 24 Pay Practice - 24:02 (a)(b), 24:03 (b)(c).
- Article 25 Education - 25:01 and 25:02.
- Article 29 Uniforms, Protective Clothing and Footwear - 29:01 (a)(b)(d), 29:02 (a)(b)(c), and 29:03.
- Article 32 Bumping Rights - 32:01, 32:02, 32:03 and 32:04.
- Article 36 Shift Premiums and Weekend Premiums - 36:01, 36:02 (a)(b)(c) see Appendix B Article 6:05 for coverage.
- Article 37 Longevity - 37:01, 37:02 See Pay Grid.
- Article 39 Statutory Holidays - 39:03, 39:04, 39:05, 39:06. See Appendix B Article 6:06 for coverage.
- Article 40 Vacations with Pay - 40:01, 40:02, 40:03, 40:04, 40:05, 40:06, 40:07, 40:08, 40:10, 40:11 See Appendix B, Article 5:03 for coverage.
- Article 41 Sick Leave - See Appendix B Article 5:04 for coverage.
- Article 42 Bereavement Leave - See Appendix B Article 6:04 for coverage.
- Article 43 Leave for Other Reasons - Article 43:01 (c), 43:03(c), 43:04 See Appendix B Article 6:04 for coverage.
- Article 44 Leave for Birth of Adoption of Child - See Appendix B Article 6:04 for coverage.
- Article 45 Workers Compensation - See Appendix B Article 5:05 for coverage.

- Article 46 Maternity Leave/Parental Leave - 46:01 (b)(c), 46:02 (a)(b)(c)(d)(e)(f)(g)(h).
- Article 47 Group Life Premiums 47:01.
- Article 48 Accidental Death and Dismemberment 48:01.
- Article 49 Ambulance and Hospital Semi-Private Plan 49:01 and 49:02.
- Article 50 Retirement/Termination Allowance – See Appendix B, Article 5:06 for coverage.
- Article 54 Dental Plan - 54:01 (b)(c)(d) See Appendix B Article 7:01 for coverage.
- Article 55 Jury Duty - See Appendix B Article 8:01 for coverage.
- Article 59 Vision Care and Hearing Plan - 59:03 See Appendix B Article 7:05 for coverage.

Part-time Hourly Rate Scale
Effective March 30, 2009 to March 26, 2011(2.9% Increase)

CLASSIFICATION	START	330	1000	2000	4000*	7000*	10000+*	15000*
Clerk 2	13.01	13.79	13.86	13.93	14.01	15.02	16.10	16.91
Clerk 3	14.45	15.70	16.39	17.00	19.36	20.65	22.07	23.17
Clerk 4	14.52	15.86	16.49	17.13	19.98	21.51	23.11	24.27
Clerk Typist 2	14.86	15.92	16.43	16.95	17.19	18.19	19.30	20.27
Clerk Typist 3	15.44	16.63	17.26	17.86	18.64	19.85	21.22	22.28
Technologist 1	16.04	16.84	17.04	17.26	17.46	18.00	19.42	20.39
Data Entry Operator	14.19	15.21	15.74	16.27	18.72	19.93	21.31	22.38
Inspector	14.49	15.18	15.98	16.77				
Purchasing Assistant	18.67	19.75	20.24	20.79	21.46	23.26	25.20	26.46
Store Cleaner	15.58							
Customer Service Clerk	12.71	13.80	14.31	14.87	17.10	18.41	19.88	20.87
Utility 1	12.20	13.25	13.74	14.29	16.06	17.28	18.65	19.58
Warehouse Worker 1	12.71	13.80	14.31	14.87	17.67	19.02	20.56	21.59
Quality Control Clerk	14.86	15.92	16.43	16.95	18.67	20.19	21.79	22.88

*4000 - 4th Step (Step 1 of f/t equiv. position)

*7000 - 5th Step (Step 2 of f/t equiv. position)

*10000 - 6th Step (Step 3 of f/t equiv. position)

*15000 - 7th Step (Step 4 of f/t equiv. position)

Effective March 27, 2011 (1% Increase)

CLASSIFICATION	START	330	1000	2000	4000*	7000*	10000+*	15000*
Clerk 2	13.14	13.93	14.00	14.07	14.15	15.17	16.26	17.07
Clerk 3	14.59	15.86	16.55	17.17	19.55	20.86	22.29	23.40
Clerk 4	14.67	16.02	16.65	17.30	20.18	21.73	23.34	24.51
Clerk Typist 2	15.01	16.08	16.59	17.12	17.36	18.37	19.49	20.46
Clerk Typist 3	15.59	16.80	17.43	18.04	18.83	20.05	21.43	22.50
Technologist 1	16.20	17.01	17.21	17.43	17.63	18.18	19.61	20.59
Data Entry Operator	14.33	15.36	15.90	16.43	18.91	20.13	21.52	22.60
Inspector	14.63	15.33	16.14	16.94				
Purchasing Assistant	18.86	19.95	20.44	21.00	21.67	23.49	25.45	26.72
Store Cleaner	15.74							
Customer Service Clerk	12.84	13.94	14.45	15.02	17.27	18.59	20.08	21.08
Utility 1	12.32	13.38	13.88	14.43	16.22	17.45	18.84	19.78
Warehouse Worker 1	12.84	13.94	14.45	15.02	17.85	19.21	20.77	21.81
Quality Control Clerk	15.01	16.08	16.59	17.12	18.86	20.39	22.01	23.11

*4000 - 4th Step (Step 1 of f/t equiv. position)

*7000 - 5th Step (Step 2 of f/t equiv. position)

*10000 - 6th Step (Step 3 of f/t equiv. position)

*15000 - 7th Step (Step 4 of f/t equiv. position)

Effective March 28, 2011 to March 25, 2012 (2.5% Increase)

CLASSIFICATION	START	330	1000	2000	4000*	7000*	10000+*	15000*
Clerk 2	13.47	14.28	14.35	14.42	14.50	15.55	16.67	17.50
Clerk 3	14.95	16.26	16.96	17.60	20.04	21.38	22.85	23.99
Clerk 4	15.04	16.42	17.07	17.73	20.68	22.27	23.92	25.12
Clerk Typist 2	15.39	16.48	17.00	17.55	17.79	18.83	19.98	20.98
Clerk Typist 3	15.98	17.22	17.87	18.49	19.30	20.55	21.97	23.07
Technologist 1	16.61	17.44	17.64	17.87	18.07	18.63	20.10	21.11
Data Entry Operator	14.69	15.74	16.30	16.84	19.38	20.63	22.06	23.16
Inspector	15.00	15.71	16.54	17.36				
Purchasing Assistant	19.33	20.45	20.95	21.53	22.21	24.08	26.09	27.39
Store Cleaner	16.13							
Customer Service Clerk	13.16	14.29	14.81	15.40	17.70	19.05	20.58	21.61
Utility 1	12.63	13.71	14.23	14.79	16.63	17.89	19.31	20.28
Warehouse Worker 1	13.16	14.29	14.81	15.40	18.30	19.69	21.29	22.35
Quality Control Clerk	15.39	16.48	17.00	17.55	19.33	20.90	22.56	23.69

*4000 - 4th Step (Step 1 of f/t equiv. position)

*7000 - 5th Step (Step 2 of f/t equiv. position)

*10000 - 6th Step (Step 3 of f/t equiv. position)

*15000 - 7th Step (Step 4 of f/t equiv. position)

March 26, 2012 to March 24, 2013 (2.5% Increase)

CLASSIFICATION	START	330	1000	2000	4000*	7000*	10000+*	15000*
Clerk 2	13.81	14.64	14.71	14.78	14.86	15.94	17.09	17.94
Clerk 3	15.32	16.67	17.38	18.04	20.54	21.91	23.42	24.59
Clerk 4	15.42	16.83	17.50	18.17	21.20	22.83	24.52	25.75
Clerk Typist 2	15.77	16.89	17.43	17.99	18.23	19.30	20.48	21.50
Clerk Typist 3	16.38	17.65	18.32	18.95	19.78	21.06	22.52	23.65
Technologist 1	17.03	17.88	18.08	18.32	18.52	19.10	20.60	21.63
Data Entry Operator	15.06	16.13	16.71	17.26	19.86	21.15	22.61	23.74
Inspector	15.38	16.10	16.95	17.79				
Purchasing Assistant	19.81	20.96	21.47	22.07	22.77	24.68	26.74	28.08
Store Cleaner	16.53							
Customer Service Clerk	13.49	14.65	15.18	15.79	18.14	19.53	21.09	22.14
Utility 1	12.95	14.05	14.59	15.16	17.05	18.34	19.79	20.78
Warehouse Worker 1	13.49	14.65	15.18	15.79	18.76	20.18	21.82	22.91
Quality Control Clerk	15.77	16.89	17.43	17.99	19.81	21.42	23.12	24.28

*4000 - 4th Step (Step 1 of f/t equiv. position)

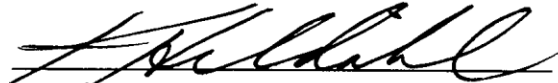
*7000 - 5th Step (Step 2 of f/t equiv. position)

*10000 - 6th Step (Step 3 of f/t equiv. position)

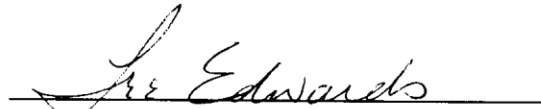
*15000 - 7th Step (Step 4 of f/t equiv. position)

IN WITNESS WHEREOF, **Mr. Ken Hildahl**, President and Chief Executive Officer of the Manitoba Liquor Control Commission, set his hand for and on behalf of the Manitoba Liquor Control Commission and **Ms. Lee Edwards**, of the Manitoba Government and General Employees' Union, has hereunto set her hand for and on behalf of the Manitoba Government and General Employees'

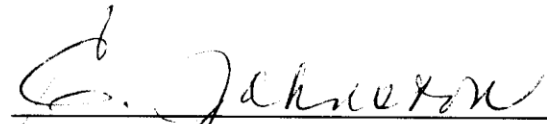
Union this 17 day of February AD, 2010.



President and Chief Executive Officer
Manitoba Liquor Control Commission



Manitoba Government and General
Employees' Union



Witness

Witness