

Collective Agreement

between

Manitoba Gaming Control Commission

(hereinafter referred to as the “Employer”)

and

Manitoba Government and General Employees’ Union

(hereinafter referred to as the “Union”)

March 27, 2010 - March 21, 2014

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

Article 1 Duration

- 1:01** This Agreement shall be effective from **March 27, 2010** and shall continue in effect up to and including **March 21, 2014** and shall remain in force and effect from year to year thereafter unless written notice to negotiate a renewal, or revision and renewal is given by either party at least forty-five (45) days prior to but not more than one hundred and eighty (180) days prior to the expiry date hereof. During the period required to negotiate a renewal, or revision and renewal of this Agreement, this Agreement shall remain in full force and effect without change.
- 1:02** Where notice for revision of this Agreement is given under Section :01, **the parties agree to meet and exchange proposals for the revision of the Collective Agreement at least thirty (30) days prior to the expiry date of the Agreement. The parties shall within twenty (20) working days following receipt of the specific proposals for revision to the Agreement commence collective bargaining. These time limits may be changed by mutual agreement between the parties hereto.**
- 1:03** All additions, deletions, amendments and/or revisions from the previous Agreement to this Agreement shall be effective the first day of the bi-weekly pay period following the date of

signing of this Collective Agreement unless otherwise specified.

Article 2 Definitions

- 2:01** “Accumulated Service” means the equivalent length of service acquired by the employee in accordance with the following:
- (a) accumulated service is calculated based on all hours for which an employee has received regular pay. This includes regular hours worked and approved leaves of absence from the Employer where regular pay is maintained;
 - (b) accumulated service does not include overtime hours or any leaves of absence without pay or with partial pay including but not limited to suspensions without pay, worker’s compensation and other leave situations;
 - (c) accumulated service must be continuous service;
 - (d) one (1) year of accumulated service equals 1885 hours of accumulated service;
 - (e) an employee can only receive a maximum of one (1) year of accumulated service in any twelve (12) month period.
- 2:02** “Calendar Service” means the length of continuous service from the employee’s most recent date of hire to the present. Periods of layoff, while not affecting the continuity of service, are not included in the calculation of calendar service.
- 2:03** “Casual Employee” means an employee who works less than the normal daily or weekly hours on average exclusive of overtime, as the case may be, and whose work is irregular, or non-recurring or does not follow an ongoing predetermined

schedule of work on a regular and recurring basis and is not included in this Agreement.

- 2:04** “Dismissal” means the removal for disciplinary reasons from a position of employment for just cause.
- 2:05** “Employee” shall mean a person employed by the Employer and does not include a person employed in a position listed in “Appendix A”.
- 2:06** “Full-time Employee” means an employee who normally works the full normal daily or weekly hours on average exclusive of overtime, as the case may be, and whose work follows an ongoing, predetermined schedule of work on a regular and recurring basis.
- 2:07** “Part-time Employee” means an employee who normally works less than the full normal daily or weekly hours on average exclusive of overtime, as the case may be, and whose work follows an ongoing, predetermined schedule of work on a regular and recurring basis.
- 2:08** “Promotion” means a change of employment from one classification to another having a higher maximum rate of pay.
- 2:09** “Representative” shall mean, officer of the Union, Steward or Staff Representative.
- 2:10** **“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 specific event.**
- 2:11** Where the context so requires, masculine and feminine genders and singular and plural numbers shall be interchangeable.

Article 3 Recognition

- 3:01** The Employer recognizes the “Manitoba Government and General Employees’ Union” as the sole bargaining agent for all employees of the Employer but excluding those employees employed in positions in “Appendix A”.
- 3:02** The Employer recognizes that every employee within the scope of this Agreement shall have the right to be admitted as a member of the Union and to participate in the lawful activities thereof.
- 3:03** It is agreed by both parties that during the term of this Agreement there shall be no strikes, lockouts, stoppage of work, or slowdown, and that all disputes and grievances shall be settled in accordance with the procedures set forth in Article 37 - Grievance Procedure.

Article 4 Management Rights

- 4:01** All the functions, rights, personnel pay practices, powers and authority which the Employer has not specifically abridged, delegated or modified by this Agreement are recognized by the Union as being retained by the Employer.
- 4:02** In administering this Agreement, the Employer shall act reasonably, fairly, in good faith, and in a manner consistent with the Agreement as a whole.

Article 5 Union Security

- 5:01** During the term of this Agreement, employees covered by this Agreement, whether members of the Union or not, shall pay to the Union, by payroll deduction, an amount equal to the bi-weekly membership dues as determined by the Union. For new

employees, the payroll deduction of the amount as set out above shall become effective on the first day of the bi-weekly pay period, following the date the employee is covered under the terms of this Agreement.

- 5:02** The Employer shall forward to the Union the amount of the dues deducted under 5:01 on a bi-weekly basis per each applicable bi-weekly pay period.
- 5:03** The Employer shall provide the Union on a bi-weekly basis per each applicable bi-weekly pay period the names of the employees from whose wages, dues have been deducted showing opposite each employee's name, the amount of dues deducted for that employee.
- 5:04** The Union agrees to indemnify and save the Employer harmless against any claim or liability arising out of the application of this Article except for any claim or liability arising out of an error committed by the Employer.
- 5:05** Dues deducted shall be entered on the employee's T4 slip.

Article 6 Union Business

- 6:01** Leave of absence to attend to Union business may be granted to employees under the following conditions:
- (a) Requests for leave shall be made in writing by the Union by providing the employee with a letter of request. The employee shall submit the letter to his or her immediate supervisor who shall forward the request to the Employer for approval. The Union will also provide a copy of the written request to the Executive Director.
 - (b) Requests for leave shall be made with reasonable advance

notice but not less than seven (7) working days and shall be granted only where operational requirements permit. Where special or unusual circumstances prevent compliance with the seven (7) working days notice, the request shall be considered and shall not be unreasonably denied.

(c) Where such leave of absence has been granted, the Union shall reimburse the Employer one hundred percent (100%) of the wages paid to such employees during the approved absence.

6:02 (a) For time spent with the Employer representatives during Collective Bargaining, the Union will be allowed to have no more than two (2) employees present at each bargaining session on a time off with pay basis. Any additional employees shall be on a leave without pay or wage recovery basis as per Subsection :01(c).

(b) Prior to the commencement of negotiations, the Union shall supply the Employer with a list of employee representatives for the purpose of collective bargaining. Dependent upon operational requirements, requested leave for such employees shall not be unreasonably denied.

6:03 The Employer agrees to allow the Union use of space on existing bulletin boards for the purpose of posting official Union information relating to business affairs, meetings and social events. All material to be posted must first be submitted to the Executive Director or designate for approval and signature prior to posting. Such approval shall not be unreasonably denied.

6:04 Upon request, a Union Representative shall be provided with the opportunity to meet with newly hired employees for up to twenty (20) minutes during regular working hours. The time

shall be established by agreement subject to operational requirements.

Article 7 Rights of Representatives

- 7:01** The Employer recognizes the Union's right to select Representatives to represent employees.
- 7:02** The Union agrees to provide the Employer with a list of Representatives and any subsequent changes. The Union shall provide appropriate identification for Representatives.
- 7:03** Representatives and employees shall not conduct Union business during their working time.
- 7:04** Where a Representative considers that an urgent complaint requires immediate investigation, he/she shall first obtain permission from his/her immediate supervisor before leaving work to investigate. Such permission shall not be unreasonably sought or denied.
- 7:05** Where a Representative investigates in accordance with Section :04, he/she shall suffer no loss of pay or benefits.

Article 8 Joint Committees

- 8:01** Labour/Management Committee:

The Employer and the Union agree that it is mutually advantageous for the employees covered by this Agreement to be members of a Labour/Management Committee. The parties agree to the establishment of a Labour/Management Committee, consisting of two (2) management representatives and two (2) bargaining unit representatives. The committee shall not have authority to amend, alter or modify the

Collective Agreement.

8:02 Health and Safety Committee:

- (a) The Employer and the Union agree that it is mutually advantageous for the employees covered by this Agreement to be members of the Workplace Safety and Health Committee.
- (b) Both parties agree to abide by the prevailing legislative requirements as set out in practice by the existing Committee.
- (c) The parties agree to the establishment of a Workplace Safety and Health Committee, consisting of one (1) management representative and one (1) bargaining unit representative.

Article 9 No Discrimination

- 9:01** The parties hereto agree that there shall be no discrimination, harassment, coercion or interference exercised or practiced with respect to any employee by reason of age, sex, marital status, sexual orientation, race, creed, colour, ethnic or national origin, political or religious affiliation or membership in the Union or activities in the Union.

Article 10 Sexual Harassment

- 10:01** The parties recognize that the problem of sexual harassment may exist. However, the parties agree that sexual harassment is unacceptable in the workplace or in connection with the workplace.
- 10:02** The employee may forward a written complaint alleging sexual harassment directly to the Executive Director.

10:03 The Employer agrees to investigate allegations of sexual harassment and shall endeavour to resolve them in an expeditious manner.

Article 11 Civil Liability

11:01 If any action or proceeding is brought against any employee covered by this Agreement for an alleged tort committed by him or her in the performance of his or her duties, then:

- (a) The employee, upon being served with any legal process, or upon receipt of any action of proceedings as herein before referred to, being commenced against him or her shall advise the Employer through the Executive Director of any such notification or legal process.
- (b) The Employer shall pay any damages or costs awarded against any such employee in any such action or proceedings and all legal fees, and/or;
- (c) The Employer shall pay any sum required to be paid by such employee in connection with the settlement of any claim made against such employee if such settlement is approved by the Employer; provided the conduct of the employee which gave rise to the action did not constitute gross negligence of his or her duty as an employee.
- (d) Upon the employee notifying the Employer in accordance with paragraph (a) above, the Employer and the employee shall forthwith meet and appoint counsel that is mutually agreeable to both parties. Should the parties be unable to agree on counsel that is satisfactory to both, then the Employer shall unilaterally appoint counsel. The Employer accepts full responsibility for the conduct of the action and the employee agrees to co-operate fully with appointed

counsel.

Article 12 Recruitment and Promotion

- 12:01** Where **the Employer requires** a vacant or new position, **covered by the Collective Agreement**, to be filled, a bulletin shall be posted for a minimum of ten (10) calendar days.
- Where there are no applicants or no qualified applicants for the posted vacancy, the Employer may fill the position without further posting.**
- 12:02** The bulletin shall state the closing date for applications, the location of the position, the classification, the duties and responsibilities of the position, the qualifications required and the salary range.
- 12:03** The selection of employees for vacant or new positions shall be on the basis of qualifications, ability, prior work performance and seniority. Where qualifications, ability and prior work performance are relatively equal, seniority shall be the determining factor.
- 12:04** An employee who is notified that he or she is an unsuccessful applicant for a vacant position shall be supplied with the reasons for non-acceptance within ten (10) days of making a written request to the Manager, Human Resources. Such a request shall be made within ten (10) days of receipt of the notification that the employee was an unsuccessful applicant. An employee who has been given the reasons for non-acceptance verbally, may then request that the reasons be provided in writing and the reasons shall be provided in writing by the Employer. **An unsuccessful applicant will have the right to grieve the selection in accordance with Article 37 of the Agreement.**

Article 13 Probationary Period

- 13:01** All new employees shall be on a probation for six (6) months from the date of the commencement of employment.
- 13:02** An employee who is rejected during the initial probation period may grieve the rejection, in accordance with Article 37 - Grievance Procedure, within twenty (20) working days from the date the employee received notice of the rejection. The Executive Director shall hold a hearing to discuss the grievance with the employee. The employee has the option to have a representative present. The decision of the Executive Director shall be final for such grievance.
- 13:03** Subject to Section :02, the rejection on probation of an employee is not arbitrable.

Article 14 Pay

- 14:01** (a) An employee who works seventy-two and one-half (72 ½) hours every two (2) weeks shall be paid the current bi-weekly rate for his/her classification contained within this Collective Agreement.
- (b) Where an employee works less than seventy-two and one-half (72 ½) hours during a bi-weekly period, the employee shall be paid for all regular hours worked at a rate determined by dividing the bi-weekly rate for the classification by seventy-two and one-half (72 ½).
- 14:02** Where an employee is promoted to another position, the employee shall be paid at a rate of pay set out for that position in the MGCC Pay Plan that is, if possible, one (1) full increment more than the rate of pay the employee was being paid in the employee's former position.

14:03 The hourly rate of pay described in the pay schedule shall be the official rate of pay. The bi-weekly pay shall be calculated by multiplying the hourly rate of pay by the normal number of hours in a bi-weekly pay period as indicated in the Pay Plan Schedule and rounding to the nearest cent.

Article 15 Merit Increase

- 15:01** “Merit Increase” means an increase in the rate of pay of an employee within the employee’s pay range which may be granted in recognition of satisfactory service on the employee’s anniversary date.
- 15:02** (a) The initial anniversary date of an employee shall be established as the first of the month which follows the date on which the employee commenced employment.
- (b) The anniversary date for an employee who as a result of promotion or transfer received an increase in rate of pay equivalent to two or more merit increases shall become the first day of the month that falls on or after the effective date of the promotion or transfer and the employee shall be eligible for his/her next merit increase twelve (12) months from the anniversary date established in accordance with this section.
- 15:03** The effective date for an employee’s merit increase shall be the first day of the bi-weekly pay period, which includes the employee’s anniversary date.
- 15:04** Where the pay range for an employee’s classification permits, an employee shall be eligible for a merit increase twelve (12) months from the employee’s anniversary date established in accordance with this Article provided the employee has

accumulated one thousand (1000) regular hours of work during that preceding twelve (12) month period.

- 15:05** (a) Where an employee has not accumulated one thousand (1000) hours in Section :04, he shall be eligible for a merit increase review upon the completion of one thousand (1000) regular hours.
- (b) Where an employee has been on maternity leave and/or parental leave and as a result of such leave(s) fails to be eligible for a merit increase under Section :04, the employee will be eligible for a merit increase on the first of the month following the date on which the employee accumulates the necessary regular hours of work. The effective date of the increase shall be the first of the bi-weekly pay period, which includes the first of the month.
- 15:06** Where an employee is granted a merit increase in accordance with Section :05:
- (a) the merit increase shall be effective on the first of the bi-weekly pay period in which one thousand (1000) hours were accumulated; and
- (b) the employee's new anniversary date shall be established as the first of the month following the granting of this merit increase.
- 15:07** Where an employee has been denied a merit increase on his anniversary date, the employee shall be notified in writing of the reason for the denial. The employee shall have the right to appeal that decision to the Executive Director. The decision of the Executive Director shall be final.

Article 16 Acting Status

- 16:01** Where the Employer directs an employee employed in one position to temporarily take over the duties and responsibilities of some other position having a higher grade of pay, and provided the employee takes over and continues to perform for ten (10) or more consecutive working days the duties and responsibilities of that other position with acting status, she shall be paid at the rate of pay for that other position from the date of taking over the duties and responsibilities of that other position until the temporary appointment is revoked; and upon the temporary appointment being revoked she shall, unless she is appointed or promoted to some other position, revert to her original position and be paid at the rate of pay for her original position that she would be paid if she had never held the temporary appointment.
- 16:02** For purposes of interpretation of this Article, “the duties and responsibilities” under this article means the duties and responsibilities that would have been performed by the incumbent during the period in which she has been replaced.

Article 17 - Performance Appraisal

- 17:01** Where a formal assessment of an employee’s performance is made, the employee concerned shall be given an opportunity to sign the assessment form upon its completion to indicate that its contents have been read. Employees shall have the right to place their own comments on the form where such space is provided or to append their comments to the form where no space is provided. An employee shall, upon request, receive a copy of the assessment.

Article 18 Seniority

- 18:01** (a) Seniority for service prior to October 20th, 1997 shall be recognized for all employees transferred to the Employer, October 20th, 1997.
- (b) Seniority for service subsequent to October 20th, 1997 will be based on credited hours, and will be expressed in years of service. Credited service for this purpose shall be limited to:
- (i) regular paid time;
 - (ii) periods of Workers Compensation;
 - (iii) periods of Maternity Leave and/or Parental Leave;
 - (iv) periods of Adoptive Parent Leave;
 - (v) approved Educational Leave to a maximum of one (1) year;
 - (vi) leaves without pay to a maximum accumulation of twenty (20) working days in a calendar year;
 - (vii) any sick leave without pay necessary to satisfy the elimination period of the Long Term Disability Income Plan;
 - (viii) periods of leave while on the Long Term Disability Plan.
- 18:02** Updated Seniority Lists will be prepared annually by the Employer by April 1 of each year, based on service up to and including December 31 of the previous year. The list will be posted at all work locations.
- 18:03** An employee shall notify the Employer of any error in the calculation of her seniority within the calendar year of the Seniority List having been posted.
- 18:04** An employee will lose all seniority when the employee:

- (a) resigns;
- (b) retires;
- (c) is dismissed and not reinstated;
- (d) dies;
- (e) is permanently laid off.

Article 19 Hours of Work

- 19:01** An employee shall work a regular work day of seven and one-quarter ($7 \frac{1}{4}$) consecutive hours and a regular week of thirty-six and one-quarter ($36 \frac{1}{4}$) hours which will include rest periods but exclude meal periods.
- 19:02** Where an employee works for five (5) or more consecutive hours, an unpaid meal period of between one-half ($\frac{1}{2}$) hour and one (1) hour will be provided.
- 19:03** Employees shall be entitled to two (2) rest periods of fifteen (15) minutes each per day.
- 19:04**
- (a) Normal office hours shall be 8:00 a.m. to 4:30 p.m. from Monday to Friday inclusive.
 - (b) Employees in the classifications of Auditor, Inspector 1, 2, **3**, Manager 2, 3 may work varied hours provided the hours worked are consistent with seventy-two and one-half ($72 \frac{1}{2}$) hours per bi-weekly pay period.
 - (c) Employees shall not be required to work split shifts.
- 19:05** Where an employee is called in to work, the employee shall be paid for all hours worked or for three (3) hours whichever is greater.

19:06 Any variation to a workday or workweek other than those described in Section :01 shall be instituted by mutual consent of both of the parties to the Agreement.

Article 20 Holidays

20:01 The following are recognized holidays:

- | | |
|---------------------------|-------------------------------------|
| (a) New Year's Day | (h) Labour Day |
| (b) Louis Riel Day | (i) Thanksgiving Day |
| (c) Good Friday | (j) Remembrance Day |
| (d) Easter Monday | (k) Christmas Day |
| (e) Victoria Day | (l) Boxing Day |
| (f) Canada Day | (m) Any other holiday proclaimed by |
| (g) Civic Holiday | Federal or Provincial Statute |
| (first weekend in August) | |

Where any of the holidays fall on a Saturday or Sunday, the holiday shall be observed on the following Monday. Where holidays fall on both Saturday and Sunday, the holidays shall be observed on the following Monday and Tuesday.

20:02 Subject to the call-out provisions as provided in Article 21 - Overtime, an employee who is required to work on the holiday when it is observed on the employee's day of rest shall receive, in addition to the regular pay for the holiday to which the employee may be entitled, the overtime pay rate based on one and one-half (1 ½) the employee's regular rate of pay for all time worked on the holiday or be granted compensatory leave for such hours worked at the rate of one and one-half (1 ½) hours for each hour worked. The leave shall be taken at a time that is mutually agreeable between the employee and the Employer.

- 20:03** Where an employee works on a holiday, the employee may request leave in lieu of regular pay. The leave shall be taken at a time that is mutually agreeable between the employee and the Employer.
- 20:04** (a) Subject to (b), employees shall be entitled to cease work at one o'clock in the afternoon on December 24th when that day falls on Monday through Friday. This day shall be considered a full working day for purposes of calculation.
- (b) Where the Employer requires an employee to work a regular work day on December 24th when that day falls on Monday through Friday inclusive, such employee shall be entitled to one-half ($\frac{1}{2}$) day of compensatory leave with pay to a maximum of four (4) hours.

Article 21 - Overtime

- 21:01** A supervisory official authorized to do so by the Employer may require employees under his or her authority to work beyond normal hours.
- 21:02** This Article dealing with compensation for overtime shall apply to all employees except those employees in classifications referenced in Article 22:01 - Compensatory Leave.
- 21:03** At the employee's option, authorized overtime shall be compensated by paying the employee for all hours worked at the applicable overtime rate or by granting the employee applicable time off in lieu.
- 21:04** An employee who is required to work beyond the employee's regular scheduled work day is entitled to compensation at time and one-half ($1 \frac{1}{2}x$) for all overtime hours worked.

- 21:05** An employee who is required to work on the employee's first day of rest is entitled to compensation at time and one-half (1 ½x) for the first four (4) hours of overtime and double time (2x) for all time worked thereafter.
- 21:06** An employee who is required to work on the employee's second day of rest is entitled to compensation at double time (2x) for all hours worked. Second in this context means the second day of rest in the employee's workweek.
- 21:07** All time off in lieu shall be granted at a time mutually agreeable to the employee and the Employer.
- 21:08** Where an employee has chosen to receive time off in lieu, arrangements in respect thereof shall be completed to the mutual satisfaction of the employee and the Employer within sixty (60) days following the bi-weekly pay period in which the overtime was worked. Where mutual agreement cannot be reached within the sixty (60) day period, the employee shall receive payment based on the rate at which the employee was being paid when the overtime was worked.
- 21:09** An employee entitled to overtime compensation, if called out or scheduled to work additional hours, shall receive for the work a minimum payment equivalent to three (3) hours at the applicable overtime rate provided that the period of overtime worked by the employee is not contiguous to his or her scheduled working hours. A meal break shall not be regarded as affecting contiguity.

Article 22 Compensatory Leave

- 22:01** Employees in classifications that have a maximum pay step greater than the maximum pay step of the Manager 2

classification shall not be eligible for premium overtime as set out in Article 21 - Overtime.

- 22:02** Where an employee has been designated by an authorized supervisory official to work overtime, such employee shall accumulate compensatory leave at the rate of one (1) hour for each hour worked.
- 22:03** By mutual agreement between the employee and the Employer, accumulated compensatory leave shall be granted on the basis of either:
- (a) equivalent time off without loss of pay; or
 - (b) payment at straight time hourly rates.
- 22:04** Time off under Subsection :03(a) shall be at a time mutually agreeable to the employee and the authorized supervisory official.
- 22:05** Where arrangements under Section :03 are not made within sixty (60) days from the start of the bi-weekly pay period in which the overtime was worked, the employee shall receive payment at straight time hourly rates based on the rate of pay at which the employee was being compensated when the overtime was worked.

Article 23 Overtime and Compensatory Leave

- 23:01** This Article shall apply to all overtime worked by employees.
- 23:02** The provisions in Article 21 - Overtime will apply to all overtime credits earned up to thirty-six and one quarter (36.25) hours per fiscal year. Note: 18.125 hours overtime worked at

double time (2x) equals thirty-six and one quarter (36.25) overtime credits.

- 23:03** For any overtime credits earned beyond thirty-six and one quarter (36.25) hours in the fiscal year the following provisions of this Article will apply.
- 23:04** All overtime worked by employees shall be banked.
- 23:05** The Employer shall consult with the employee in an effort to reach agreement on whether the employee will be granted pay or time off in lieu for banked overtime.
- 23:06** Where agreement is not reached, the Employer shall determine whether pay or time off will be granted.
- 23:07** Where banked time is to be taken, the Employer shall consult with the employee in an effort to reach agreement on when the time off is to be taken.
- 23:08** Where agreement is not reached, the Employer shall determine when the time off is to be taken.
- 23:09** Where the Employer determines when the time off is to be taken under Section :08; the employee will receive forty-eight (48) hours notice of the time off and the following conditions shall apply:
- (a) the minimum period of time off will be five (5) days provided the employee has sufficient banked time available. In order to meet the five (5) day requirement, time off in lieu of overtime may be combined with holiday and/or vacation time and/or reduced work week days;
 - (b) where the employee has less than five (5) days banked, then these days may be scheduled by the Employer.

23:10 Nothing in Section :09, restricts the Employer and employee for agreeing to alternative arrangements.

Article 24 Vacation

24:01 For the purposes of this Agreement, a vacation year is the period beginning on April 1 and ending on March 31 of the next year.

24:02 Vacation leave credits are calculated based on accumulated service. In addition, for purposes of calculation of vacation credits only, an employee shall be considered to have earned accumulated service in accordance with the following:

- (a) where an employee is absent due to injuries or disabilities for which compensation is paid under The Workers Compensation Act, vacation leave shall accumulate as if the employee were not absent, but the extent of such accumulation shall not continue beyond twelve (12) consecutive calendar months from the date the injury or disability occurred;
- (b) full-time employees will receive vacation credits during approved leaves of absence without pay up to a maximum of thirty-six and one quarter (36.25) hours in a vacation year.

24:03 Under no circumstances can an employee earn more than the maximum vacation credits that can be accumulated in any vacation year; i.e. fifteen (15), twenty (20), twenty-five (25), or thirty (30) vacation credits per vacation year.

24:04 Employees shall earn vacation leave credits during each vacation year on the following basis:

- (a) employees who have completed less than two (2) calendar

- years of service, shall earn vacation credits at the rate of a maximum of fifteen (15) credits for 1,885 hours of accumulated service to be taken in the vacation year following the vacation year in which the vacation is earned;
- (b) commencing from the beginning of the vacation year in which two (2) calendar years of service will be completed, employees shall earn vacation credits at the rate of a maximum of twenty (20) credits for 1,885 hours of accumulated service to be taken in the vacation year in which three (3) calendar years of service are completed and yearly thereafter;
 - (c) commencing from the beginning of the vacation year in which nine (9) calendar years of service will be completed, employees shall earn vacation credits at the rate of a maximum of twenty-five (25) credits for 1,885 hours of accumulated service to be taken in the vacation year in which ten (10) calendar years of service are completed and yearly thereafter;
 - (d) Effective April 1, 2007, commencing from the beginning of the vacation year in which nineteen (19) calendar years of service will be completed, employees shall earn vacation credits at the rate of a maximum of thirty (30) credits for 1,885 hours of accumulated service to be taken in the vacation year in which twenty (20) calendar years of service are completed and yearly thereafter;
 - (e) Notwithstanding :04 (a), (b), (c), and (d), employees terminating in their second (2nd) calendar year of service shall have their vacation leave credits cashed out at the rate of a maximum of fifteen (15) credits for 1,885 hours of accumulated service. Employees terminating in their ninth

(9th) calendar year of service shall have their vacation leave credits cashed out at the rate of a maximum of twenty (20) credits for 1,885 hours of accumulated service. Employees terminating in their nineteenth (19th) year of service shall have their vacation leave credits cashed out at the rate of a maximum twenty-five (25) credits for 1885 hours of accumulated service.

- 24:05** To calculate the number of vacation hours an employee has earned in a vacation year:
- (a) determine the number of hours of accumulated service as determined in Section :02 that the employee has earned in a vacation year to a maximum of 1,885 hours;
 - (b) divide by 1,885;
 - (c) multiply by the employee's vacation leave credit accrual rate, i.e. fifteen (15), twenty (20), twenty-five (25), or thirty (30);
 - (d) multiply by the daily hours for the employee's classification, i.e. seven and one-quarter ($7\frac{1}{4}$) and round down to the nearest quarter ($\frac{1}{4}$) hour.
- 24:06** Vacation credits do not accrue when an employee receives a vacation pay cash out in lieu of vacation time taken.
- 24:07** An employee shall accumulate vacation credits from the date of commencement of employment.
- 24:08**
- (a) Subject to Section :08 (e) vacation leave shall be taken in the vacation year following the vacation year in which it is earned. However, with the approval of the Employer, vacation that has been earned in a vacation year may be taken in that vacation year;
 - (b) under no circumstances shall vacation leave be taken in

- advance of when it was earned;
- (c) where operational requirements permit, vacation leave may be taken subject to the approval of the Employer;
 - (d) the Employer may authorize vacation to commence on any day;
 - (e) the Employer may authorize that vacation leave be carried forward to the next following year to supplement the vacation period in that year, but in no case will a vacation carry-over be allowed which comprises more than one (1) previous year's vacation entitlement;
 - (f) the Employer may authorize an employee to take vacation leave in two (2) or more periods;
 - (g) the Employer, if it finds it necessary, may require an employee to take vacation leave in two (2) or more periods. Normally any such periods shall not be less than one (1) week in length.

24:09 Where the Employer has been unable to schedule part or all of an employee's vacation within the vacation year and as a result finds it necessary to restrict the whole or part of the vacation leave of an employee, the Employer may authorize payment in lieu of vacation. Such pay shall not be subject to deduction of pension fund contributions or life insurance contributions. An employee whose vacation leave has been restricted may, in lieu of receiving such pay, elect to carry over such vacation leave to the following year.

24:10 Vacation leave shall be rotated regardless of seniority of employment.

24:11 Where an employee dies, the employee's estate shall receive the employee's accumulated vacation credits.

Article 25 Sick Leave

25:01 It is agreed by both parties that sick leave may be granted by the Employer where an employee is unable to work as a result of illness or injury.

25:02 Sick leave credit shall accumulate at a rate of:

- (a) during the first four (4) years of calendar service at the rate of three point six two five (3.625) hours for each seventy-two point five (72.5) hours of accumulated service; and
- (b) After the first four (4) years of calendar service at the rate of seven and one-quarter (7.25) hours for each seventy-two point five (72.5) hours of accumulated service.

25:03 Sick leave credit shall not accumulate beyond two hundred and eight (208) working days (1508 hours).

25:04 Commencing from the first day of each absence due to illness or injury, an employee shall be eligible for sick leave with pay.

25:05 Sick leave shall not be taken in advance of when it is earned.

25:06 An employee's sick leave credit shall be reduced by the amount of sick leave paid by the Employer for the absence.

25:07 Sick leave shall not accumulate during periods when an employee is:

- (a) absent on sick leave and/or absent on Workers Compensation for a period of more than ten (10) consecutive working days, or

- (b) absent without leave, or
- (c) absent on leave of absence without pay.

- 25:08** Where an employee is to be absent because of illness, the employee shall endeavour to notify the employee's immediate supervisor of the absence due to illness at least one hour (1) prior to and not more than thirty (30) minutes after the normal hour of beginning work, or as soon thereafter as the means of communication permit.
- 25:09** An employee who has been absent because of sickness for a period of more than three (3) consecutive working days shall furnish, when requested by the Employer, at any time during or after this period of sickness, a medical certificate or sworn statutory declaration certifying that the employee is or was unable to be present at work because of the illness. Where an employee fails to produce a medical certificate or statutory declaration acceptable to the Employer, the employee shall not be entitled to be paid for the period of absence.
- 25:10** An employee who has been absent because of sickness for a period of three (3) working days or less may be required to furnish, when requested by the Employer, either a medical certificate or a sworn statutory declaration as required under Section :09. Failure to produce a certificate or statutory declaration acceptable to the Employer will result in a loss of pay for the period of absence.

- 25:11** (a) The Employer may require that the employee undergo an independent medical by a doctor agreed upon by the Employer and employee.
- (b) If the Employer and employee cannot agree on a doctor, the Employer may appoint a doctor to provide an independent medical.
- (c) In this event, the employee will authorize his/her doctor(s) to make the required information available to the doctor appointed by the Employer and shall, if requested, substantiate that he/she has given this authorization. If the employee fails to authorize the required releases, his/her absence from work may be considered as unauthorized, consequently without pay, and subject to disciplinary action.
- (d) The cost of a medical, as per this clause, shall be borne by the Employer.

25:12 Where an employee becomes ill during the period of the employee's scheduled annual vacation, the Employer may grant sick leave and credit the employee with alternate days vacation equivalent to the number of days approved sick leave providing the illness is over three (3) days and may require hospitalization. The employee will be responsible to provide proof of illness and/or hospitalization satisfactory to the Employer.

25:13 **Time off for medical and dental examinations or treatments, including reasonable travel time, shall be granted to employees and such time off shall be chargeable against the employee's accumulated sick leave credits.**

Whenever possible, appointments are to be made on the employee's day off or at a time when the employee is not

on duty. If the above is not possible, the employee will endeavour to make the appointment at a time which is least disruptive to the area.

If the employee chooses a doctor or dentist outside of their community, such time off with pay will be granted to a maximum of three (3) hours. Increased time may be considered by the Employer in extenuating circumstances on an individual basis.

Should it be necessary for an employee to attend a doctor or dentist outside of their community by reason of non-availability of service in their community, the employee shall be allowed up to one (1) shift off with pay, to the extent that sick leave credits have been accumulated, for the time necessary to attend such appointment to the nearest point of available service. Employees residing north of the 53rd parallel shall be allowed up to two (2) shifts off with pay.

Article 26 Compassionate Leave

- 26:01** An employee shall be entitled to compassionate leave of four (4) working days without loss of salary in the event of death of a parent, step parent, spouse, child or step child.
- 26:02** An employee shall be entitled to compassionate leave of three (3) working days with pay in the event of death of a brother, step brother, sister, step sister, ward of the employee, or relative permanently residing in the employee's household or with whom the employee permanently resides.

26:03 An employee shall be entitled to one (1) working day with pay to attend the funeral of an employee's grandparent, son-in-law, daughter-in-law, brother-in-law, sister-in-law, mother-in-law, father-in-law, aunt, uncle or grandchild.

26:04 Provided an employee has not received compassionate leave for the death in question, an employee shall be entitled to compassionate leave up to a maximum of one (1) working day with pay for attending a funeral as a pallbearer.

An employee shall be entitled to additional compassionate or special leave up to a maximum of two (2) working days with pay requested for the purpose of attending a funeral at a distance in excess of two hundred and twenty-five (225) kilometres from the employee's home.

An employee who is entitled to compassionate leave under Sections :01 to :03 during vacation leave shall receive vacation credits equal to the number of days of compassionate leave granted.

Article 27 Maternity Leave

27:01 An employee who qualifies for Maternity Leave may apply for such leave in accordance with either Plan A or Plan B but not both.

(a) **PLAN "A"**

27:02 In order to qualify for Plan A, a pregnant employee must:

- (a) have completed seven (7) continuous months of employment with the Employer;
- (b) submits to the Employer an application in writing for leave under Plan A at least four (4) weeks before the day

specified by her in the application as the day on which she intends to commence such leave; and

- (c) provide the Employer with a certificate of a duly qualified medical practitioner certifying that she is pregnant and specifying the estimated date of her delivery.

27:03 An employee who qualifies is entitled to and shall be granted Maternity Leave without pay consisting of:

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

27:04 An employee who has been granted Maternity Leave shall be permitted to apply up to a maximum of ten (10) days of her accumulated sick leave against the Employment Insurance waiting period. Should the employee not return to work following her Maternity Leave for a period of employment sufficient to allow for re-accumulation of the number of sick days granted, the employee shall compensate the Employer for the balance of the outstanding days at the time of termination. Approved sick leave with pay granted during the period of return shall be counted as days worked.

(b) PLAN “B”

27:05 In order to qualify for Plan B a pregnant employee must:

- (a) have completed seven (7) continuous months of employment for or with the Employer;
- (b) submit to the Employer an application in writing, for leave under Plan B at least four (4) weeks before the day specified by her in the application as the day on which she intends to commence such leave;
- (c) provide the Employer with a certificate of a duly qualified medical practitioner certifying that she is pregnant and specifying the estimated date of her delivery;
- (d) provide the Employer with proof that she has applied for Employment Insurance **Maternity** benefits and that **Human Resources and Skills Development Canada (HRSDC)** has agreed that the employee has qualified for and is entitled to such Employment Insurance **Maternity** benefits pursuant to Section 22, Employment Insurance Act.

27:06 An applicant for Maternity Leave under Plan B must sign an agreement with the Employer providing that:

- (a) she will return to work and remain in the employ of the Employer on a full-time basis for at least six (6) months following her return to work; and
- (b) if she does not take leave as provided in Article 28 - Parental Leave she will return to work on the date of the expiry of her Maternity Leave; and
- (c) if she does take leave as provided in Article 28 - Parental Leave, she will return to work on the date of the expiry of her Parental Leave; and
- (d) should she fail to return to work as provided above, she is indebted to the Employer for the full amount of pay received from the Employer as a maternity allowance

during her entire period of Maternity Leave.

- 27:07** At the employee's request, the Employer may authorize an employee who has received Maternity Leave under Plan B to return to work on a part-time basis for a period of twelve (12) months.
- 27:08** An employee who qualifies is entitled to a Maternity Leave consisting of:
- (a) a period not exceeding seventeen (17) weeks if delivery occurs on or before the date of delivery specified in the certificate mentioned in Subsection :05(c); or
 - (b) a period of seventeen (17) weeks plus an additional period equal to the period between the date of delivery specified in the certificate mentioned in Subsection :05(c), and the actual date of delivery, if delivery occurs after the date mentioned in that certificate;
 - (c) the Employer may vary the length of Maternity Leave upon proper certification by the attending physician.
- 27:09** During the period of Maternity Leave, an employee who qualifies is entitled to a Supplement to Employment Insurance (EI) Maternity Benefits as follows:
- (a) For the first two (2) weeks an employee shall receive ninety-three percent (93%) of her weekly rate of pay;
 - (b) For up to a maximum of fifteen (15) additional weeks, payments equivalent to the difference between the Employment Insurance benefits the employee is eligible to receive and ninety-three percent (93%) of her weekly rate of pay;
 - (c) All other time as may be provided under :09, shall be on a

leave without pay basis.

- 27:10** Plan B does not apply to term employees.
- 27:11** During the period of Maternity Leave, benefits will not accrue. However, the period of Maternity Leave will count as service towards eligibility for long service vacation and long service sick leave entitlement.
- 27:12** Where an employee's anniversary date falls during the period of Maternity Leave under Plan A or B, the employee shall be eligible to receive a merit increase effective the date upon which she returns to her position of employment.
- 27:13** Sections 57 and Sections 60(1) through 60(4) inclusive of the Employment Standards Code respecting maternity leave shall apply "mutatis mutandis".

Article 28 Parental Leave

- 28:01** In order to qualify for Parental Leave, an employee must:
- (a) be the natural mother of a child; or
 - (b) be the natural father of a child or he must assume actual care and custody of his new born child; or
 - (c) adopt a child under the law of a province.
- 28:02** An employee who qualifies under Section :01 must:
- (a) have completed seven (7) continuous months of employment; and
 - (b) submit to the Employer an application in writing for Parental Leave at least four (4) weeks before the day specified in the application as the day on which the employee intends to commence the leave.

- 28:03** An employee who qualifies in accordance with Sections :01 and :02 is entitled to Parental Leave without pay for a continuous period of up to thirty-seven (37) weeks.
- 28:04** Subject to Section :05, Parental Leave must commence no later than the first anniversary date of the birth or adoption of the child or the date on which the child comes into the actual care and custody of the employee.
- 28:05** Where an employee takes Parental Leave in addition to Maternity Leave, the employee must commence the Parental Leave immediately on expiry of the Maternity Leave without a return to work unless otherwise approved by the Employer.

Article 29 Paternity Leave

- 29:01** A male employee shall be granted one (1) day's leave with pay, to attend needs directly related to the birth of his child. At the employee's option, such leave shall be granted on the day of, or the day following the birth of his child, or the day of the mother's admission to, or discharge from hospital or such day as may be mutually agreed.

Article 30 Adoptive Parent Leave

- 30:01** An employee shall be granted one (1) day's leave with pay to attend to the needs directly related to the adoption of the child. At the employee's option such leave shall be granted on the day of, or the day following the adoption or such other day as may be mutually agreed.

Article 31 Court Leave

- 31:01** An employee who is summoned for jury duty or who receives a summons or subpoena to appear as a witness in a court proceeding, other than a court proceeding occasioned by the employee's private affairs, shall be granted a leave of absence with pay for the required period and all jury or witness fees received by the employee shall be remitted to the Employer.
- 31:02** An employee eligible for court leave in accordance with Section :01 shall be paid for all scheduled hours while absent on approved court leave.

Article 32 Leave of Absence

- 32:01** Employees may request leave(s) of absence without pay and such requests shall not be unreasonably denied by the Employer.

Article 33 Workers Compensation

- 33:01** Where an employee is unable to work as a result of a compensable injury incurred in the course of performing regular duties that employee shall apply for Workers Compensation benefits.
- 33:02** Where an employee is absent due to injuries or disabilities for which compensation is paid under The Workers Compensation Act, vacation leave shall accumulate as if the employee were not absent, but the extent of such accumulation shall not continue beyond twelve (12) consecutive calendar months from the date the injury or disability occurred.
- 33:03** Where an employee is injured on the job and is required to leave for medical treatment and/or is sent home by management due

to the injury, the employee shall incur no loss in regular pay and benefits for the day on which the accident occurs.

- 33:04** Transportation to the nearest physician or hospital for employees requiring immediate medical care as a result of an on-the-job accident shall be provided by or at the expense of the Employer if it is not covered by a medical plan.
- 33:05** When an employee is unable to work and is in receipt of Workers Compensation allowance as a result of an injury incurred in the course of the employee's duties, the employee may elect to be paid an additional amount which, when combined with the compensation allowance, shall ensure the maintenance of net salary. Such additional amount shall be chargeable to the employee's sick leave credits accrued at the time the employee commences receipt of Workers Compensation allowances, and such additional payments shall be payable until the employee's accrued sick leave credits have been exhausted. Net salary shall be as determined by the Workers Compensation Board.
- 33:06** Employee's may only be "topped up" by ten percent (10%) of net salary.
- 33:07** If at any time it is decided by the Workers Compensation board that the additional amount in Sections :04 or :05, must be offset against benefits otherwise payable by the Workers Compensation Board, then such additional amount shall not be payable.

Article 34 Video Display Terminals

- 34:01** A pregnant VDT Operator may request a job reassignment for the period of pregnancy by forwarding a written request to the

Employer along with a certificate from a duly qualified medical practitioner certifying she is pregnant. Upon receipt of the request, the Employer, where possible, will assign the VDT Operator to an alternate position and/or classification or to alternate duties within five (5) working days of the request. Where the Employer is unable to accomplish this, the parties will meet without delay in an effort to resolve the matter.

- 34:02** Where an Operator is of the opinion that the work results in undue eye fatigue, the employee may request a review of the job duties. The Employer will endeavour to design the job of an Operator in a manner that will, wherever practicable, permit an Operator to be assigned to at least ten (10) minutes of alternate duties during any two (2) hour period of continuous operation.

Article 35 Employee File

- 35:01** Upon written request of an employee, the personnel file of that employee shall be made available for the employee's full examination. Such examination shall be in the presence of a representative of the Employer. The employee has the option to have a representative present.
- 35:02** An employee may request a copy of specific documents on the employee's personnel file. This provision shall not be unreasonably requested or denied.

Article 36 Disciplinary Action

- 36:01** An employee shall only be disciplined for just cause.
- 36:02** A hearing may be held with an employee prior to making a determination to discipline an employee. The employee shall have the option to have a representative present.

- 36:03** Where a written report recommending disciplinary action is to be placed on an employee's file, the employee shall be given an opportunity to sign the report indicating he or she has read it. Upon signing the employee shall receive a copy of such report.
- 36:04** Where disciplinary action has been taken the employee shall be advised in writing of the disciplinary action.
- 36:05** An employee may grieve disciplinary action in accordance with the Grievance Procedure.

Article 37 - Grievance Procedure

- 37:01** Wherever possible an employee shall discuss the complaint with her supervisor prior to a written grievance being initiated. The aggrieved employee shall have the option to have a representative present at such a discussion. When a grievance cannot be presented in person at any step, it may be transmitted by registered mail, courier, or other form of delivery where receipt can be verified.
- 37:02** The parties to this Agreement recognize the desirability for prompt resolution of grievances through an orderly process without stoppage of work or refusal to perform work.
- 37:03** A grievance is defined as a complaint in writing concerning:
- (a) The application, interpretation or alleged violation of an Article of this Agreement, or a signed Memorandum of Understanding, or a signed Memorandum of Agreement between the parties.
 - (b) The dismissal, suspension, demotion or written reprimand of an employee.

- 37:04** Notwithstanding Section :03, an employee may grieve on any unsatisfactory working condition. The decision of the Executive Director shall be final for such grievances, and shall not be arbitrable.
- 37:05** If an employee or the Union fails to initiate or process a grievance within the prescribed time limits, the grievance will be deemed to be abandoned and all rights of recourse to the Grievance Procedure for that particular grievance shall be at an end. If Management fails to reply to a grievance within the prescribed time limits, the Union may process the grievance to arbitration. Either party may request an extension of the time limits providing such extension is requested prior to the expiry of the time allowed. An extension, if requested, shall not be unreasonably withheld.
- 37:06** Wherever possible, the grievance shall be presented on the Union Grievance Form. A written description of the nature of the grievance and the redress requested shall be sufficiently clear and if the grievance relates to an Article of the Agreement, such Article shall be so stated in the grievance. The grievance shall be signed by the employee and may be clarified at any step providing its substance is not changed. Except for failure to meet the time limits, a grievance shall not be deemed to be invalid if it is not written on the Union Grievance Form or for failure to quote the Article in dispute.
- 37:07** Grievances concerning demotion, suspension, or dismissal shall be initiated within twenty (20) working days of the date that the employee became aware of the action.
- 37:08** An employee or the Union may withdraw a grievance at any time by giving written notice to the Employer. An employee

may abandon a grievance by not processing it within the prescribed time limits.

37:09 The Grievance Procedure shall be:

- (a) Within twenty (20) working days after the date upon which the employee was notified orally or in writing, or on which the employee first became aware of the action or circumstances given rise to the grievance, the employee shall present the grievance with redress requested to the Executive Director.
- (b) The Executive Director shall sign for receipt of the grievance and shall issue a decision in writing to the employee and to the Union within fifteen (15) working days.
- (c) The Executive Director may hold a hearing to discuss the grievance with the employee and her representative before giving a decision on the grievance.
- (d) If the grievance is not resolved satisfactorily, the Union may refer the matter to Arbitration in accordance with Article 38 - Arbitration Procedure.

37:10 The Policy Grievance Procedure shall be:

- (a) Where either party to this Agreement disputes the general application interpretation or alleged violation of an Article of this Agreement or a signed Memorandum of Understanding or a signed Memorandum of Agreement between the parties, either party may initiate a Policy Grievance. Where such a grievance is initiated by the Union it shall be presented to the Executive Director. Where such a grievance is initiated by the Employer it shall be presented to the President of the Union. In all cases the

grievance shall be presented within twenty (20) working days from the date of the action giving rise to the grievance.

- (b) Where the parties fail to resolve a grievance under :10(a), either party may refer the grievance to Arbitration.

37:11 Subject to Section :02 of Article 13 - Probationary Period, the rejection on probation of an employee is not arbitrable.

Article 38 Arbitration Procedure

- 38:01** Within twenty (20) working days from the receipt of the decision arising from the Grievance Procedure under Article 37:09 or 37:10, the Union shall notify the Employer in writing of its desire to submit the grievance to arbitration, and said notice shall contain the Union's nominee to the Arbitration Board.
- 38:02** Within twenty (20) working days from the receipt of the notice as provided in Section :01, the Employer shall notify the Union in writing of the Employer's nominee to the Arbitration Board.
- 38:03** Within ten (10) working days from the receipt of the notice as provided in Section :02 above, the two (2) nominees shall select a third member who shall be the Chairperson of the Arbitration Board.
- 38:04** If, in the event the two (2) nominees fail to agree upon a third member within the applicable time limits specified, the selection of a Chairperson may be referred to the Minister of Labour by either party.
- 38:05** Within ten (10) working days following the selection of the chairperson, the Board shall commence hearings and shall hear

evidence and arguments submitted by or on behalf of the parties relevant to the matter submitted.

- 38:06** The Arbitration Board shall render its decision in writing to the Union and the Employer.
- 38:07** Any of the time limits referred to above may be extended by mutual agreement of the parties hereto.
- 38:08** The decision of the majority shall be the decision of the Board and such decision shall be final and binding on both parties. Where there is no majority decision, the decision of the Chairperson shall be the decision of the Board.
- 38:09** The Board shall not have the authority to amend, add to, or in any manner change the provisions of this Agreement or any signed Memorandum of Agreement between the parties.
- 38:10** Each party shall bear the expenses of their nominee to the Board and shall bear equally the expenses of the Chairperson of the Board.
- 38:11** Nothing herein shall prohibit the parties from agreeing on a single arbitrator. If the parties so agree, the provisions of this Article relating to an Arbitration Board shall apply, mutatis mutandis, to the single arbitrator.
- 38:12** By mutual agreement between the parties, the grievance matter may be referred to a mediator chosen by the parties or the parties may appoint the single arbitrator, chosen in accordance with Section :11, as a mediator/arbitrator. If referred to a mediator, the arbitration hearing date shall be independent of the mediation process. The mediation must be completed prior to the commencement of the arbitration. If the single arbitrator

is appointed as a mediator/arbitrator, the matter shall be heard as a mediation/arbitration.

Article 39 Contracting Out

- 39:01** The Employer will give all reasonable consideration to continued employment of the employees who would otherwise become redundant because work is contracted out.
- 39:02** Where work is to be contracted out which would result in the redundancy of employees in the bargaining unit, then the following procedure shall apply:
- (a) the Employer will provide the Union with one hundred and twenty (120) days notice;
 - (b) during the notice period the parties shall meet to facilitate potential retraining and/or redeployment opportunities.

Article 40 Technological Change

- 40:01** Sections 83 through 85 inclusive of The Labour Relations Act shall not apply during the term of this Agreement.
- 40:02** The Employer agrees that it will endeavour to introduce technological change in a manner which, where possible, will minimize the disruptive effects on its employees.
- 40:03** For purposes of this Article, technological change means the introduction into the Employers' operation of new equipment or materials, which shall affect the security of employment of a significant number of employees.
- 40:04** Where the Employer intends to introduce technological change, the following procedure will be followed:

- (a) the Employer will provide the Union with ninety (90) day's notice prior to the date the change is to be effective;
- (b) during this period, the parties will meet to discuss the steps to be taken to assist the employees who could be affected.

Article 41 Change of Work Headquarters

- 41:01** Where, as a result of a reorganization an employee's work headquarters is moved from one city or town to another city or town requiring a change of residence by the employee, the employee shall be given notice of the move ninety (90) days in advance of the date upon which the move of the employee is to be affected. Such notice shall be provided in writing to the employee by the Employer.
- 41:02** Where an employee has accepted relocation involving a change in residence by the employee, the employee shall be reimbursed for expenses incurred due to the relocation in accordance with existing policy respecting "Expenses of Removal on Transfer".
- 41:03** Where such notice has been given and the employee is unable to relocate, every reasonable effort will be made to place the employee in another suitable position within the bargaining unit.
- 41:04** Where an employee with one (1) or more years of continuous service is unable to relocate, the employee shall be subject to layoff. If the employee has not been offered another suitable position within one (1) year from the from the date of layoff the employee shall be permanently laid off and shall receive severance pay in accordance with Article 43 -Severance Pay.
- 41:05** For purposes of interpretation of this Article, where the term "suitable position" is used it means a position which the employee is reasonable qualified for and able to perform and

which is in a location that would not require a change of residence by the employee.

Article 42 Layoff

- 42:01** Where by reason of a shortage of work or funds, or the abolition of a position or material changes in duties or organization, the Employer determines that a layoff(s) is necessary, the Employer shall determine the classification(s) from which the layoff(s) are to take place.
- 42:02** The Employer shall determine the group of employees concerned within the classification from which employees are to be laid off.
- 42:03** The group of employees concerned shall then be divided, where applicable, into two (2) subgroups as follows:
- subgroup (1) - employees with less than four (4) years of seniority;
 - subgroup (2) - employees with four (4) or more years of seniority.
- 42:04** In determining the order of layoff within a subgroup (1), seniority shall be the determining factor provided the qualifications of the employees are relatively equal. This Section is subject to the requirement that the employees who are retained must have the qualifications and ability to perform the duties, which the remaining employees will be required to perform.
- 42:05** A subgroup (2) employee who is to be laid off and who elects to exercise the employee's displacement option may displace the

most junior employee in the employee's current classification subject to the following:

- (a) the employee must have the qualifications and ability to perform the duties which the remaining employees will be required to perform;
- (b) the employee may only decline the displacement opportunity under Subsection (a) if the position is in a location which would require a change of residence of the employee;
- (c) if the employee cannot displace the most junior employee under Subsection (a) or declines the displacement opportunity under Subsection (b), the employee may then elect to displace the next most junior employee in the classification;
- (d) the process will continue in this manner until the employee is able to displace an employee in the classification or there are no displacement opportunities;
- (e) a subgroup (2) employee who is displaced and is to be laid off and who elects to exercise the employee's displacement option may displace the most junior employee in the employee's current classification in accordance with the process in this Section.

42:06 A subgroup (2) employee who is to be laid off and who has no displacement option within the employee's classification as a result of Subsection :05(a) or (b) may elect to displace the most junior employee in another classification which has the same or lower maximum rate of pay. For this purpose, the rate of pay will be based on the bi-weekly rate of pay in the pay plan. The

displacement process in that classification will follow the provisions of Section :05.

- 42:07** Notwithstanding the process required in Sections :05 and :06, the effective date of the layoff will not change from that initially provided to the subgroup (2) employee. The parties agree to take any steps necessary to expedite the process to ensure that an employee who is to be laid off as a result of the displacement process, receives as much notice as possible. As a result, employees who elect to exercise their displacement rights must participate in and cooperate fully with the process or forfeit their displacement right.
- 42:08** Where the layoff(s) of employee(s) is necessary, the Employer shall provide the Union with written notice not less than forty (40) days prior to the date of layoff(s). The parties shall then meet to discuss the steps to be taken to assist the employees affected.
- 42:09** Where the Employer is laying off an employee, four (4) weeks' notice of layoff or pay in lieu thereof will be provided.
- 42:10** The Union will be provided a copy of layoff notices issued.
- 42:11** Where employees have been laid off, the Employer shall not use casual employees to do the work of the laid off employees except:
- (a) where the laid off employees are not available for work; or
 - (b) in emergency situations.
- 42:12** Where an employee alleges that the employee's layoff has not been in accordance with this Agreement, Article 37 - Grievance Procedure set forth in this Agreement shall apply.

- 42:13** For purposes of this Article, “qualifications” refers to education, knowledge, training, skills, experience, aptitude and competence. “Ability” refers to mental and physical capability. The Employer, in making a decision with respect to determining which employees are to be retained and which employees are to be laid off, shall determine qualifications, and the ability of employees to perform the duties which the remaining employees will be required to perform, in a fair, reasonable and non-discriminatory manner. The onus of proof rests with the Employer in any dispute over the application of qualifications and ability to perform the duties, which the remaining employees will be required to perform.
- 42:14** Where the temporary layoff of an employee is necessary, Sections :05, :06 and :07 do not apply. For purposes of this Section, a temporary layoff is defined as less than three (3) months duration. Employees shall return to their positions upon expiry of such layoff. This section applies only to situations identified in separate Memorandum of Agreement between the parties.
- 42:15** Employees who are laid off shall be placed on a re-employment list for a period of twelve (12) months from the effective date of the layoff.
- 42:16** The Employer shall maintain a re-employment list for all employees covered by this Article who are laid off on other than a temporary basis. A copy will be provided to the Union on request.
- 42:17** Employees who are placed on a re-employment list shall be called back to their positions in reverse order of layoff in the classification from which the employee was laid off.

- 42:18** An employee who is on the re-employment list must:
- (a) report in writing any change of address to the Employer without delay;
 - (b) if called back, respond to the call-back within seven (7) days of receipt of notification of call-back. Notice of recall shall be made by registered mail to the last known address filed by the employee;
 - (c) return to work within fourteen (14) days of receipt of notification of call-back or such other date as may be agreed upon between the employee and the Employer;
 - (d) except for good and sufficient reasons, accept a call-back in accordance with :18 or be deemed to have resigned.
- 42:19** Employees on a re-employment list may be offered re-employment to other positions within the bargaining unit.

Article 43 Severance Pay

- 43:01** Effective April 1, 2007, employees with nine (9) or more years of continuous employment whose services are terminated as a result of retirement in accordance with the provisions of The Civil Service Superannuation Act, or death, shall be paid, or to the employee's estate in the event of death, severance pay in the amount of one (1) week's pay for each complete year of continuous employment or **portion** thereof, but the total amount of severance pay shall not exceed fifteen (15) weeks' pay. (Example: ten [10] years, eight [8] complete months of continuous service equals ten and eight-twelfths [10 8/12] years of continuous service for purposes of calculation.)
- 43:02** Where an employee in the employee's ninth (9th) year of continuous service fails to complete nine (9) years' service as a

result of retirement in accordance with the provision of the Civil Service Superannuation Act or death, the employee shall be paid, or to the employee's estate in the event of death, severance pay on the basis of nine (9) week's pay multiplied by the factor of the number of complete months service completed in the employee's ninth (9th) year divided by twelve (12) months.

- 43:03** In addition to the severance pay set out in Section :01, employees who retire in accordance with the provisions of the Civil Service Superannuation Act will also be eligible for the following severance pay:
- (a) for employees with twenty (20) or more years of accumulated service, an additional two (2) weeks' pay;
 - (b) **for employees with twenty-five (25) or more years of accumulated service, two (2) weeks' pay in addition to the amount in Subsection (a).**
- 43:04** Effective April 1, 2007, employees with one (1) or more years of continuous employment whose services are terminated as a result of permanent layoff shall be paid severance pay in the amount of one (1) week's pay for each complete year of continuous employment or portion thereof, but the total amount of severance pay shall not exceed twenty-two (22) weeks' pay.
- 43:05** Where an employee in the employee's first (1st) year of continuous service fails to complete one (1) years' continuous service as a result of permanent layoff, the employee shall be paid severance pay on the basis of one (1) weeks' pay multiplied by the factor of the number of complete months service

completed in the employee's first (1st) year divided by twelve (12) months.

- 43:06** An employee who is eligible to receive severance pay in accordance with this Article may elect to receive the severance pay in two equal payments provided both payments occur within the same fiscal year as the effective date of the permanent layoff. This provision only applies if the employee immediately elects permanent layoff upon receiving notice of layoff and waives the right to be placed on the re-employment list.
- 43:07** The rate of pay referred to in this Article shall be determined on the basis of the last regular bi-weekly rate of pay, excluding allowances, which was in effect for the employee at the time of retirement, permanent layoff, or death.
- 43:08** In the case of employees eligible for severance pay who are on standby or temporary layoff at the time of retirement, permanent layoff, or death, the weekly hours shall be the normal weekly hours of work in effect for the classification of the employees at the time of the retirement, permanent layoff or death.

Article 44 Resignations

- 44:01** Employees resigning shall provide the Employer with a written notice of resignation which shall specify the last day upon which the employee will perform his or her regular duties.
- 44:02** The effective date of a resignation shall be the last day upon which an employee is present at work and performs his or her regular duties.

- 44:03** Where the last day on which an employee who has submitted a notice of resignation performs his or her regular duties precedes a Friday, which but for the fact that a holiday falls thereon would be a regular working day, the employee shall be deemed to have voluntarily terminated his or her service on that Friday and shall be eligible for holiday pay for that Friday.
- 44:04** Employees shall give written notice of resignation at least two (2) weeks prior to the date on which the resignation is to be effective. Notice of resignation shorter than the required two (2) weeks may only be given with the approval of the Employer.
- 44:05** An employee may, with the approval of the Employer, withdraw the notice of resignation at any time before the resignation becomes effective.
- 44:06** The employee agrees to return all equipment, keys, identification and materials belonging to the Employer prior to or at the termination date.

Article 45 Transportation and Meal Expenses

- 45:01** Employees shall be eligible for transportation expenses for Privately Owned Vehicles as outlined in Appendix “E” of the Government Employees’ Master Agreement.
- 45:02** Employees shall be eligible for Meal and Miscellaneous Expenses as outlined in Appendix “F” of the Government Employees’ Master Agreement.

Article 46 Standby

- 46:01** An employee, who has been designated by the Employer to be available on standby during off duty hours on a regular working

day, shall be entitled to payment for each eight (8) hour period of fifteen dollars (\$15.00).

- 46:02** For standby on a day of rest or on a paid holiday that is not a working day, the payment for each eight (8) hour period shall be eighteen dollars (\$18.00).
- 46:03** To be eligible for standby payment, an employee designated for standby duty must be available during the period of standby at a known telephone number or by another method of communication as mutually agreed between the supervisor and the employee, and must be available to return for duty as quickly as possible if called.
- 46:04** The standby payment includes the responsibility to respond to phone calls and other forms of electronic communications, which do not involve a return to work. If such calls individually or in total exceed one-half ($\frac{1}{2}$) hour, the employee is entitled to claim overtime for the period beyond one-half ($\frac{1}{2}$) hour at the applicable overtime rate. The provisions respecting minimum call out do not apply in these circumstances.
- 46:05** An employee on standby who is called back to work shall be compensated in accordance with call-out provisions of the applicable overtime Article in addition to standby pay.

Article 47 Dental Plan

- 47:01** The parties agree to the continuation of the Dental Services Plan with the following changes:
- (a) the basis for payment for covered services shall be the **2009** Manitoba Dental Association (MDA) Fee Guide;

- (b) the **2012 MDA Fee Guides** will be implemented effective **April 1, 2012, and the current MDA Fee Guide shall be in effect on April 1** of each year **thereafter**;
- (c) dental coverage will continue for the first seventeen (17) weeks of Maternity Leave;
- (d) the annual maximum per claimant is one thousand four hundred and seventy-five dollars (\$1,475);
- (e) the orthodontic lifetime maximum is one thousand six hundred and seventy-five dollars (\$1,675);
- (f) part-time employees are eligible for family coverage based on fifty percent (50%) of the annual maximum per claimant identified in :01 (d) and (e) above.

Article 48 Vision Care Plan

48:01 The parties agree to the continuation of the Vision Care Plan with the following changes:

- (a) changes to the Dental Plan respecting eligibility during Maternity Leave will also apply to the Vision Care Plan;
- (b) the maximum per claimant is two hundred and twenty-five dollars (\$225.00);
- (c) **the maximum per claimant is two hundred and seventy-five dollars (\$275.00), effective April 1, 2012;**
- (d) part-time employees are eligible for family coverage based on fifty percent (50%) of the annual maximum per claimant identified in :01 **(b) and (c)** above.

Article 49 Group Life Insurance Plan

49:01 All employees covered by this Agreement shall be eligible to participate in the Government Employees' Master Agreement Group Life, Dependent Life and Accidental Death and Dismemberment Insurance Plans.

Article 50 Ambulance and Hospital Semi-Private Plan

50:01 The Employer will continue the Ambulance and Hospital Semi-Private Plan (AHSP) for all employees in accordance with the following:

- (a)** Premiums will be paid by the Employer;
- (b)** Contents of the Plan shall be the same as that of the employees included in the Government Employees' Master Agreement and altered identically when changes are made;
- (c)** Eligibility requirements will be the same as those in effect for the Dental Services Plan.

Article 51 Drug Plan

51:01 The Employer will continue the Drug Care Plan in accordance with the following:

- (a)** Eligibility requirements for employees and dependants will be the same as the Dental Services Plan;
- (b)** Co-insurance be based on eighty percent (80%) reimbursement;
- (c)** The maximum payment per contract (family) is seven hundred dollars (**\$700.00**) per year;
- (d)** Effective April 1, **2012** the maximum payment per contract (family) will increase to seven hundred **and fifty** dollars

- (\$750.00) per year;
- (e) **Effective April 1, 2013, the maximum payment per contract (family) will increase to eight hundred dollars (\$800.00) per year;**
 - (f) Part-time employees are eligible for family coverage based on fifty percent (50%) of the annual maximum per claimant identified in 51:01 (c), (d), **and (e)** above.

Article 52 Pay Plan Amendments

- 52:01** Where the Employer establishes or proposes to establish a new classification within the bargaining unit, the Union shall be notified. The parties shall commence negotiations on the appropriate salary for the new classification without undue delay. The application of this clause shall not be deemed to constitute the reopening of this Agreement.
- 52:02** Where the parties fail to agree on an appropriate salary for the new classification the matter may be referred to arbitration in accordance with Article 38 - Arbitration Procedure. The Arbitration Board shall be expressly confined to the sole issue of determining the salary for the new classification.
- 52:03** Where a dispute arises whether a new classification should or should not be included within the scope of this Agreement, the dispute may be referred to the Manitoba Labour Board for a ruling.

Article 53 - Retroactive Wages

- 53:01** Retroactive pay adjustments for the period between the expiration of the previous Agreement and the date of the signing of this Agreement shall apply to:

- (a) employees who are in the employ of the Employer on the date of the signing of this Agreement;
- (b) employees who have left the service during the above-mentioned period but who have retired in accordance with the provisions of The Civil Service Superannuation Act or who have died in service;
- (c) employees who have left the service during the above-mentioned period by reason of being laid off by the Employer; and
- (d) employees who have voluntarily terminated their services (resigned).

Article 54 - Devolution and Transfer of Services

- 54:01** In the event of the devolution and transfer of services provided by employees covered by this Agreement to a Crown Corporation, Board, Agency, Commission or other entity established by government, the Union shall be notified no less than four (4) months prior to the transfer of employees. The parties will establish a joint committee to facilitate the orderly transfer of employees who are impacted.
- 54:02** Where the successorship provisions of the Labour Relations Act have been determined to apply, the provisions of the Manitoba Gaming Control Commission Agreement continue in effect for the affected employees until the expiry of the Agreement.
- 54:03** The Employer and the Union will work together with the successor employer to negotiate a transition agreement respecting the administration and interpretation of the Manitoba Gaming Control Commission Agreement during the period required to negotiate a new collective agreement.

- 54:04** The Employer will make reasonable efforts and give priority consideration to obtaining employment opportunities:
- (a) with the new employer for employees who are not being transferred; and
 - (b) within the Manitoba Gaming Control Commission for employees who do not wish to transfer to the new employer.
- 54:05** Sections :02 and :03 do not apply to devolution and transfers to other levels of governments.
- 54:06** The provisions of this Article do not apply to secondment of employees.

Article 55 Long Term Disability Income Plan

- 55:01** The parties agree to the continuation of the existing Employer-paid Long-term Disability Income Plan for all employees covered by this Agreement.

Article 56 - Family Related Leave

- 56:01** An employee shall be entitled to up to five (5) days of leave with pay in each fiscal year to be granted on the recommendation of the Employer as follows and charged against the employee's sick leave credits:
- (a) the leave shall be for the purpose of attending to family responsibilities which are real, immediate and unavoidable and which necessitate the employee's absence from work;
 - (b) the family responsibilities of the employee could not reasonably be accommodated by some other person or in some other way or at some other time;

(c) the amount of leave is intended to cover the period until appropriate alternative arrangements can be made.

56:02 An employee's sick leave accumulation under Article 25 - Sick Leave will not be reduced to less than twelve (12) days per year as a result of the application of this provision.

Article 57 – Remoteness Allowance

57:01 Employees shall be eligible for remoteness allowance as outlined in Appendix “B” of the Government Employees’ Master Agreement, the details of which shall be posted in the workplace.

In witness whereof the Executive Director, Manitoba Gaming Control Commission, has signed on behalf of the Employer, and the Representative of the Manitoba Government and General Employees' Union has signed on behalf of the Union.


Signed this 9th day of January, 2012.



On Behalf of the Manitoba Gaming
Control Commission



On Behalf of the Manitoba Government
and General Employees' Union



On Behalf of the Manitoba Gaming
Control Commission



On Behalf of the Manitoba Government
and General Employees' Union



On Behalf of the Manitoba Gaming
Control Commission



On Behalf of the Manitoba Government
and General Employees' Union

On Behalf of the Manitoba Gaming
Control Commission



On Behalf of the Manitoba Government
and General Employees' Union

Appendix “A”

Exclusion From the Terms of the Agreement

The bargaining unit shall comprise all employees as defined in this Agreement except those employees in positions mutually agreed to between the parties as managerial and/or confidential exclusions as listed below:

Guidelines to be considered in negotiating exclusions shall be:

1. positions and incumbents employed for the primary purpose of exercising executive management functions;
2. positions and incumbents employed in a confidential capacity in matters relating to labour relations.

The exclusion of incumbents of new positions established by the Employer shall be determined by mutual agreement unless the position is excluded from the Agreement by a ruling of the Manitoba Labour Board.

Positions excluded from the Collective Agreement:


- Executive Director
- Chief Operating Officer
- Directors
- Executive Administrative Assistant
- Administrative Assistant to the Chief Operating Officer
- Manager, Information Technology
- Controller
- Manager, Audit
- Human Resources Consultant
- **Manager, Human Resources**

Memorandum of Agreement #1
between
Manitoba Gaming Control Commission
and
Manitoba Government and General Employees' Union

Subject: Civil Service Superannuation Fund

This Memorandum of Agreement will serve to confirm the agreement of the parties that effective April 1, 2005 all employees covered by this Agreement will participate in the Civil Service Superannuation Fund.

Signed this 9 day of January, 2012.



Rick Josephson,
On Behalf of the Manitoba Gaming
Control Commission



Loren Findlay, Staff Representative
On Behalf of the Manitoba Government
and General Employees' Union

Memorandum of Agreement #2
between
Manitoba Gaming Control Commission
and
Manitoba Government and General Employees' Union

Subject: Pro-Rating Factor

The pro-rating factor shall be the agreed method of calculating a benefit where an employee works part-time hours. Pro-rating factor shall be calculated as follows:

Regularly Scheduled Hours in the Preceding
Two (2) Full Bi-weekly Pay Periods

145

e.g. Holiday calculation:

- (i) Holiday shall be deemed to fall in the third full bi-weekly pay period.
- (ii) Calculate regularly scheduled hours in the preceding two (2) full bi-weekly pay periods.
- (iii) Divide number arrived at in (ii) by 145.
- (iv) Multiply seven and one-quarter ($7 \frac{1}{4}$) hours times the pro-rating factor arrived at in (iii) to determine the employee's entitlement.

Signed this 9 day of January, 2012.



Rick Josephson,
On Behalf of the Manitoba Gaming
Control Commission



Loren Firdlay, Staff Representative
On Behalf of the Manitoba Government
and General Employees' Union

Memorandum of Agreement #3
between
Manitoba Gaming Control Commission
and
Manitoba Government and General Employees' Union

Subject: Employment Equity

The parties acknowledge and endorse the principle of Employment Equity in the Manitoba Gaming Control Commission. In factoring Employment Equity into the Recruitment and Appointment process, the following principles shall apply:

1. Employment Equity shall be applied as a factor in competitions for which there is inadequate representation of one or more of the four underrepresented groups for which there is a bone fide organizational need.
2. The weighting afforded Employment Equity shall be no greater than that applied to the highest weighted criterion.
3. The rating applied to Equity candidates shall be the same as that applied to the "meets standard" rating for the essential selection criteria.
4. Employment Equity candidates must be qualified in all other essential selection criteria.
5. The rating for Employment Equity shall be applied only once in the selection process.

Signed this 9 day of January, 2012.



Rick Josephson,
On Behalf of the Manitoba Gaming
Control Commission



Loren Findlay, Staff Representative
On Behalf of the Manitoba Government
and General Employees' Union

Memorandum of Agreement #4
between
Manitoba Gaming Control Commission
and
Manitoba Government and General Employees' Union

Subject: Health Spending Account

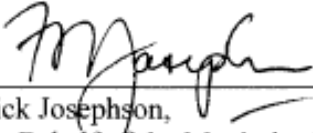
The Employer agrees to continue to provide a Health Spending Account for permanent full and part-time employees within the following parameters:

- The Health Spending Account (HSA) is applicable to claims for allowable expenses (as determined by the account plan) incurred during the plan year. The plan year runs from January 1st to December 31st.
- Effective January 1, **2008**, and applicable to permanent full and part-time employees on staff as of January 1, **2008**, maximum claims shall be **three hundred and fifty dollars (\$350.00)/year** per full-time employee and **one hundred and seventy-five dollars (\$175.00)/year** per part-time employee.
- Effective January 1, **2013**, and applicable to permanent full and part-time employees on staff as of January 1, **2013**, maximum claims shall be increased to **four hundred dollars (\$400.00)/year** per full-time employee, and **two hundred dollars (\$200.00)/year** per part-time employee.
- Effective January 1, **2014**, and applicable to permanent full and part-time employees on staff as of January 1, **2014**, maximum claims shall be increased to **five hundred dollars (\$500.00)/year** per full-time employee, and **two hundred and fifty dollars**

(\$250.00)/year per part-time employee.

- **Effective March 21, 2014, and applicable to permanent full and part-time employees on staff as of March 21, 2014, maximum claims shall be increased to six hundred dollars (\$600.00)/year per full-time employee and three hundred dollars (\$300.00)/year per part-time employee.**
- There is no carry over of HSA dollars from one (1) year to the next, but an employee can carry forward claims for up to one (1) year, i.e. a full-time employee had one-hundred fifty dollars (\$150.00) in claims in the first year. The employee can claim the one-hundred twenty dollars (\$120.00) and carry forward the additional thirty dollars (\$30.00) in claims for up to one (1) year.
- Employees can apply for reimbursement once claims total one-hundred dollars (\$100.00) for full-time employees and sixty dollars (\$60.00) for part-time employees (i.e. the “trigger point”).
- If your claims have been submitted and do not exceed the one hundred dollars (\$100) or sixty dollars (\$60.00) in eligible expenses, your eligible balance will be paid out at the end of the run off period (ninety [90] days following the end of the calendar year). Any prior years credits remaining after the run off period will be forfeited.
- Reimbursement for claims is once every two (2) months.
- An employee must file a claim.
- Employees are to receive annual statements.
- The plan shall use Canada Revenue Agency’s definition of dependent (i.e. an employee can pay HSA eligible expenses for anyone for whom they can claim a tax deduction).

Signed this 9 day of January, 2012.



Rick Josephson,
On Behalf of the Manitoba Gaming
Control Commission



Loren Findlay, Staff Representative
On Behalf of the Manitoba Government
and General Employees' Union

- Plan coverage and administration is to be determined by the Employer.

**The following letters are
attached for informational
purposes only.**

**They do not form part of the
Collective Agreement**

Letter of Understanding
between
Manitoba Gaming Control Commission
and
Manitoba Government and General Employees' Union

Subject: Shift Premium

In the event that the normal hours of work are restructured to include shift work then the parties mutually agree to discuss the applicability of shift premiums within the context and eligibility associated with the Province of Manitoba's application of these entitlements.

Signed this 9 day of January, 2012.



Rick Josephson,
On Behalf of the Manitoba Gaming
Control Commission



Loren Findlay, Staff Representative
On Behalf of the Manitoba Government
and General Employees' Union

Letter of Intent
between
Manitoba Gaming Control Commission
and
Manitoba Government and General Employees' Union

Subject: Voluntary Reduced Work Week Program

The Union agrees to provide a letter, outside the Collective Agreement, regarding the Voluntary Reduced Work Week Program. The contents of this letter will be consistent with that of the letter from the Union to the Province under the Government Employees' Master Agreement.

Signed this 9 day of January, 2012.



Rick Josephson,
On Behalf of the Manitoba Gaming
Control Commission



Loren Findlay, Staff Representative
On Behalf of the Manitoba Government
and General Employees' Union

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Letter of Intent
between
Manitoba Gaming Control Commission
and
Manitoba Government and General Employees' Union

Subject: Carry-Over of Vacation Credits to Retirement

Pursuant to the understanding reached during negotiations for the 2006 - 2010 Manitoba Gaming Control Commission (MGCC) Collective Agreement, this letter confirms that the Employer's policy respecting the carry-over of vacation credits to retirement has been amended to allow banking of vacation credits to commence up to five (5) years prior to the employee's retirement date. This letter will confirm that the following conditions apply regarding carry-over of vacation:

1. An employee has provided a specific retirement date in writing to the Employer.
2. In accordance with the MGCC policy and collective agreement, an employee may only carry-over a maximum of one (1) years' vacation credits from one year to the next.
3. The combined total of carry-over and earned vacation credits to be cashed out in the retirement year at retirement must not exceed fifty (50) days in total.

Signed this 9 day of January, 2012.



Rick Josephson,
On Behalf of the Manitoba Gaming
Control Commission



Loren Findlay, Staff Representative
On Behalf of the Manitoba Government
and General Employees' Union

Letter of Intent
between
Manitoba Gaming Control Commission
and
Manitoba Government and General Employees' Union

Subject: Long Term Disability Income Plan

The carrier and terms for basic coverage under the Long-term Disability Income Plan can be found on the Employer's Intranet.

Signed this 9 day of January, 2012.



Rick Josephson,
On Behalf of the Manitoba Gaming
Control Commission




Loren Findlay, Staff Representative
On Behalf of the Manitoba Government
and General Employees' Union

Letter of Intent
between
Manitoba Gaming Control Commission
and
Manitoba Government and General Employees' Union

Subject: Competencies

The competencies for all classifications will be posted on the Employer's Intranet within the life of this Agreement.

Signed this 9 day of January, 2012.



Rick Josephson,
On Behalf of the Manitoba Gaming
Control Commission



Loren Findlay, Staff Representative
On Behalf of the Manitoba Government
and General Employees' Union

Pay Plan

ADMINISTRATIVE ASSISTANT 1

March 27, 2010

31,547	32,947	34,119	35,462	36,918	38,375
1,209.30	1,262.95	1,307.90	1,359.38	1,415.20	1,471.03
16.68	17.42	18.04	18.75	19.52	20.29

March 26, 2011

31,547	32,947	34,119	35,462	36,918	38,375
1,209.30	1,262.95	1,307.90	1,359.38	1,415.20	1,471.03
16.68	17.42	18.04	18.75	19.52	20.29

March 24, 2012

32,455	33,911	35,103	36,483	37,997	39,491
1,244.10	1,299.93	1,345.60	1,398.53	1,456.53	1,513.80
17.16	17.93	18.56	19.29	20.09	20.88

March 23, 2013

33,400	34,895	36,124	37,543	39,093	40,644
1,280.35	1,337.63	1,384.75	1,439.13	1,498.58	1,558.03
17.66	18.45	19.10	19.85	20.67	21.49

ADMINISTRATIVE ASSISTANT 2

March 27, 2010

35,992	36,937	37,977	39,018	40,058	41,136
1,379.68	1,415.93	1,455.80	1,495.68	1,535.55	1,576.88
19.03	19.53	20.08	20.63	21.18	21.75

March 26, 2011

35,992	36,937	37,977	39,018	40,058	41,136
1,379.68	1,415.93	1,455.80	1,495.68	1,535.55	1,576.88
19.03	19.53	20.08	20.63	21.18	21.75

March 24, 2012

37,032	38,015	39,074	40,153	41,212	42,327
1,419.55	1,457.25	1,497.85	1,539.18	1,579.78	1,622.55
19.58	20.10	20.66	21.23	21.79	22.38

March 23, 2013

38,110	39,112	40,209	41,325	42,403	43,557
1,460.88	1,499.30	1,541.35	1,584.13	1,625.45	1,669.68
20.15	20.68	21.26	21.85	22.42	23.03

AUDITOR

March 27, 2010

47,529	49,307	51,009	52,919	54,886	56,966
1,821.93	1,890.08	1,955.33	2,028.55	2,103.95	2,183.70
25.13	26.07	26.97	27.98	29.02	30.12

March 26, 2011

47,529	49,307	51,009	52,919	54,886	56,966
1,821.93	1,890.08	1,955.33	2,028.55	2,103.95	2,183.70
25.13	26.07	26.97	27.98	29.02	30.12

March 24, 2012

48,909	50,744	52,484	54,451	56,474	58,612
1,874.85	1,945.18	2,011.88	2,087.28	2,164.85	2,246.78
25.86	26.83	27.75	28.79	29.86	30.99

March 23, 2013

50,328	52,219	53,997	56,021	58,120	60,314
1,929.23	2,001.73	2,069.88	2,147.45	2,227.93	2,312.03
26.61	27.61	28.55	29.62	30.73	31.89

CLERK

March 27, 2010

36,067	36,994	38,015	39,074	40,115	41,363
1,382.58	1,418.10	1,457.25	1,497.85	1,537.73	1,585.58
19.07	19.56	20.10	20.66	21.21	21.87

March 26, 2011

36,067	36,994	38,015	39,074	40,115	41,363
1,382.58	1,418.10	1,457.25	1,497.85	1,537.73	1,585.58
19.07	19.56	20.10	20.66	21.21	21.87

March 24, 2012

37,107	38,072	39,112	40,209	41,287	42,554
1,422.45	1,459.43	1,499.30	1,541.35	1,582.68	1,631.25
19.62	20.13	20.68	21.26	21.83	22.50

March 23, 2013

38,186	39,169	40,247	41,382	42,479	43,784
1,463.78	1,501.48	1,542.80	1,586.30	1,628.35	1,678.38
20.19	20.71	21.28	21.88	22.46	23.15

INFORMATION TECHNOLOGIST

March 27, 2010

58,196	60,408	62,867	65,193	67,595	70,205	72,986	75,804
2,230.83	2,315.65	2,409.90	2,499.08	2,591.15	2,691.20	2,797.78	2,905.80
30.77	31.94	33.24	34.47	35.74	37.12	38.59	40.08

March 26, 2011

58,196	60,408	62,867	65,193	67,595	70,205	72,986	75,804
2,230.83	2,315.65	2,409.90	2,499.08	2,591.15	2,691.20	2,797.78	2,905.80
30.77	31.94	33.24	34.47	35.74	37.12	38.59	40.08

March 24, 2012

59,879	62,167	64,683	67,085	69,562	72,248	75,104	77,998
2,295.35	2,383.08	2,479.50	2,571.58	2,666.55	2,769.50	2,878.98	2,989.90
31.66	32.87	34.20	35.47	36.78	38.20	39.71	41.24

March 23, 2013

61,619	63,964	66,555	69,033	71,586	74,347	77,279	80,267
2,362.05	2,451.95	2,551.28	2,646.25	2,744.13	2,849.98	2,962.35	3,076.90
32.58	33.82	35.19	36.50	37.85	39.31	40.86	42.44

INFORMATION TECHNOLOGIST 2

March 27, 2010

62,867	65,193	67,595	70,205	72,986	75,804	79,000
2,409.90	2,499.08	2,591.15	2,691.20	2,797.78	2,905.80	3,028.33
33.24	34.47	35.74	37.12	38.59	40.08	41.77

March 26, 2011

62,867	65,193	67,595	70,205	72,986	75,804	79,000
2,409.90	2,499.08	2,591.15	2,691.20	2,797.78	2,905.80	3,028.33
33.24	34.47	35.74	37.12	38.59	40.08	41.77

March 24, 2012

64,683	67,085	69,562	72,248	75,104	77,998	81,288
2,479.50	2,571.58	2,666.55	2,769.50	2,878.98	2,989.90	3,116.05
34.20	35.47	36.78	38.20	39.71	41.24	42.98

March 23, 2013

66,555	69,033	71,586	74,347	77,279	80,267	83,653
2,551.28	2,646.25	2,744.13	2,849.98	2,962.35	3,076.90	3,206.68
35.19	36.50	37.85	39.31	40.86	42.44	44.23

INSPECTOR 1

March 27, 2010

43,935	45,959	48,077	50,252	52,541	54,924
1,684.18	1,761.75	1,842.95	1,926.33	2,014.05	2,105.40
23.23	24.30	25.42	26.57	27.78	29.04

March 26, 2011

43,935	45,959	48,077	50,252	52,541	54,924
1,684.18	1,761.75	1,842.95	1,926.33	2,014.05	2,105.40
23.23	24.30	25.42	26.57	27.78	29.04

March 24, 2012

45,202	47,283	49,477	51,708	54,073	56,512
1,732.75	1,812.50	1,896.60	1,982.15	2,072.78	2,166.30
23.90	25.00	26.16	27.34	28.59	29.88

March 23, 2013

46,507	48,663	50,914	53,203	55,642	58,158
1,782.78	1,865.43	1,951.70	2,039.43	2,132.95	2,229.38
24.59	25.73	26.92	28.13	29.42	30.75

INSPECTOR 2

March 27, 2010

47,529	49,307	51,009	52,919	54,886	56,966
1,821.93	1,890.08	1,955.33	2,028.55	2,103.95	2,183.70
25.13	26.07	26.97	27.98	29.02	30.12

March 26, 2011

47,529	49,307	51,009	52,919	54,886	56,966
1,821.93	1,890.08	1,955.33	2,028.55	2,103.95	2,183.70
25.13	26.07	26.97	27.98	29.02	30.12

March 24, 2012

48,909	50,744	52,484	54,451	56,474	58,612
1,874.85	1,945.18	2,011.88	2,087.28	2,164.85	2,246.78
25.86	26.83	27.75	28.79	29.86	30.99

March 23, 2013

50,328	52,219	53,997	56,021	58,120	60,314
1,929.23	2,001.73	2,069.88	2,147.45	2,227.93	2,312.03
26.61	27.61	28.55	29.62	30.73	31.89

INSPECTOR 3

March 27, 2010

50,177	51,973	53,864	55,869	58,101	60,352	62,640
1,923.43	1,992.30	2,064.80	2,141.65	2,227.20	2,313.48	2,401.20
26.53	27.48	28.48	29.54	30.72	31.91	33.12

March 26, 2011

50,177	51,973	53,864	55,869	58,101	60,352	62,640
1,923.43	1,992.30	2,064.80	2,141.65	2,227.20	2,313.48	2,401.20
26.53	27.48	28.48	29.54	30.72	31.91	33.12

March 24, 2012

51,633	53,486	55,434	57,496	59,784	62,111	64,456
1,979.25	2,050.30	2,124.98	2,204.00	2,291.73	2,380.90	2,470.80
27.30	28.28	29.31	30.40	31.61	32.84	34.08

March 23, 2013

53,127	55,037	57,042	59,160	61,524	63,907	66,328
2,036.53	2,109.75	2,186.60	2,267.80	2,358.43	2,449.78	2,542.58
28.09	29.10	30.16	31.28	32.53	33.79	35.07

LICENSING/REGISTRATION OFFICER

March 27, 2010

44,427	45,713	47,056	48,493	50,025	51,538
1,703.03	1,752.33	1,803.80	1,858.90	1,917.63	1,975.63
23.49	24.17	24.88	25.64	26.45	27.25

March 26, 2011

44,427	45,713	47,056	48,493	50,025	51,538
1,703.03	1,752.33	1,803.80	1,858.90	1,917.63	1,975.63
23.49	24.17	24.88	25.64	26.45	27.25

March 24, 2012

45,713	47,037	48,417	49,893	51,481	53,032
1,752.33	1,803.08	1,856.00	1,912.55	1,973.45	2,032.90
24.17	24.87	25.60	26.38	27.22	28.04

March 23, 2013

47,037	48,399	49,817	51,349	52,976	54,564
1,803.08	1,855.28	1,909.65	1,968.38	2,030.73	2,091.63
24.87	25.59	26.34	27.15	28.01	28.85

MANAGER 2

March 27, 2010

50,177	51,973	53,864	55,869	58,101	60,352	62,640
1,923.43	1,992.30	2,064.80	2,141.65	2,227.20	2,313.48	2,401.20
26.53	27.48	28.48	29.54	30.72	31.91	33.12

March 26, 2011

50,177	51,973	53,864	55,869	58,101	60,352	62,640
1,923.43	1,992.30	2,064.80	2,141.65	2,227.20	2,313.48	2,401.20
26.53	27.48	28.48	29.54	30.72	31.91	33.12

March 24, 2012

51,633	53,486	55,434	57,496	59,784	62,111	64,456
1,979.25	2,050.30	2,124.98	2,204.00	2,291.73	2,380.90	2,470.80
27.30	28.28	29.31	30.40	31.61	32.84	34.08

March 23, 2013

53,127	55,037	57,042	59,160	61,524	63,907	66,328
2,036.53	2,109.75	2,186.60	2,267.80	2,358.43	2,449.78	2,542.58
28.09	29.10	30.16	31.28	32.53	33.79	35.07

MANAGER 3

March 27, 2010

57,137	59,236	61,449	63,832	66,366	68,919	71,813
2,190.23	2,270.70	2,355.53	2,446.88	2,544.03	2,641.90	2,752.83
30.21	31.32	32.49	33.75	35.09	36.44	37.97

March 26, 2011

57,137	59,236	61,449	63,832	66,366	68,919	71,813
2,190.23	2,270.70	2,355.53	2,446.88	2,544.03	2,641.90	2,752.83
30.21	31.32	32.49	33.75	35.09	36.44	37.97

March 24, 2012

58,801	60,957	63,227	65,685	68,295	70,924	73,894
2,254.03	2,336.68	2,423.68	2,517.93	2,617.98	2,718.75	2,832.58
31.09	32.23	33.43	34.73	36.11	37.50	39.07

March 23, 2013

60,503	62,716	65,061	67,595	70,281	72,986	76,031
2,319.28	2,404.10	2,494.00	2,591.15	2,694.10	2,797.78	2,914.50
31.99	33.16	34.40	35.74	37.16	38.59	40.20

PROGRAMMER ANALYST

March 27, 2010

53,203	55,170	57,174	59,311	61,505	63,926	66,366	68,881
2,039.43	2,114.83	2,191.68	2,273.60	2,357.70	2,450.50	2,544.03	2,640.45
28.13	29.17	30.23	31.36	32.52	33.80	35.09	36.42

March 26, 2011

53,203	55,170	57,174	59,311	61,505	63,926	66,366	68,881
2,039.43	2,114.83	2,191.68	2,273.60	2,357.70	2,450.50	2,544.03	2,640.45
28.13	29.17	30.23	31.36	32.52	33.80	35.09	36.42

March 24, 2012

54,753	56,777	58,839	61,033	63,283	65,780	68,295	70,886
2,098.88	2,176.45	2,255.48	2,339.58	2,425.85	2,521.55	2,617.98	2,717.30
28.95	30.02	31.11	32.27	33.46	34.78	36.11	37.48

March 23, 2013

56,342	58,423	60,541	62,810	65,118	67,690	70,281	72,948
2,159.78	2,239.53	2,320.73	2,407.73	2,496.18	2,594.78	2,694.10	2,796.33
29.79	30.89	32.01	33.21	34.43	35.79	37.16	38.57

PROJECT COORDINATOR

March 27, 2010

42,347	43,368	44,521	45,656	46,961	48,228
1,623.28	1,662.43	1,706.65	1,750.15	1,800.18	1,848.75
22.39	22.93	23.54	24.14	24.83	25.50

March 26, 2011

42,347	43,368	44,521	45,656	46,961	48,228
1,623.28	1,662.43	1,706.65	1,750.15	1,800.18	1,848.75
22.39	22.93	23.54	24.14	24.83	25.50

March 24, 2012

43,576	44,616	45,807	46,980	48,323	49,628
1,670.40	1,710.28	1,755.95	1,800.90	1,852.38	1,902.40
23.04	23.59	24.22	24.84	25.55	26.24

March 23, 2013

44,843	45,902	47,131	48,342	49,723	51,065
1,718.98	1,759.58	1,806.70	1,853.10	1,906.03	1,957.50
23.71	24.27	24.92	25.56	26.29	27.00

RESEARCH ASSISTANT

March 27, 2010

33,987	35,027	36,200	37,410	38,564	39,963
1,302.83	1,342.70	1,387.65	1,434.05	1,478.28	1,531.93
17.97	18.52	19.14	19.78	20.39	21.13

March 26, 2011

33,987	35,027	36,200	37,410	38,564	39,963
1,302.83	1,342.70	1,387.65	1,434.05	1,478.28	1,531.93
17.97	18.52	19.14	19.78	20.39	21.13

March 24, 2012

34,970	36,048	37,259	38,488	39,680	41,117
1,340.53	1,381.85	1,428.25	1,475.38	1,521.05	1,576.15
18.49	19.06	19.70	20.35	20.98	21.74

March 23, 2013

35,992	37,089	38,337	39,604	40,833	42,309
1,379.68	1,421.73	1,469.58	1,518.15	1,565.28	1,621.83
19.03	19.61	20.27	20.94	21.59	22.37

RESEARCHER

March 27, 2010

39,963	41,363	42,744	44,294	45,789	47,510	49,287	51,122
1,531.93	1,585.58	1,638.50	1,697.95	1,755.23	1,821.20	1,889.35	1,959.68
21.13	21.87	22.60	23.42	24.21	25.12	26.06	27.03

52,957	55,056
2,030.00	2,110.48
28.00	29.11

March 26, 2011

39,963	41,363	42,744	44,294	45,789	47,510	49,287	51,122
1,531.93	1,585.58	1,638.50	1,697.95	1,755.23	1,821.20	1,889.35	1,959.68
21.13	21.87	22.60	23.42	24.21	25.12	26.06	27.03

52,957	55,056
2,030.00	2,110.48
28.00	29.11

March 24, 2012

41,117	42,554	43,992	45,581	47,113	48,890	50,725	52,597
1,576.15	1,631.25	1,686.35	1,747.25	1,805.98	1,874.13	1,944.45	2,016.23
21.74	22.50	23.26	24.10	24.91	25.85	26.82	27.81

54,489	56,645
2,088.73	2,171.38

	28.81	29.95						
March 23, 2013								
	42,309	43,784	45,259	46,904	48,474	50,309	52,200	54,129
	1,621.83	1,678.38	1,734.93	1,798.00	1,858.18	1,928.50	2,001.00	2,074.95
	22.37	23.15	23.93	24.80	25.63	26.60	27.60	28.62
	56,077	58,290						
	2,149.63	2,234.45						
	29.65	30.82						
RESEARCHER 2								
March 27, 2010								
	51,973	54,186	56,267	58,347	60,560	63,000	65,420	
	1,992.30	2,077.13	2,156.88	2,236.63	2,321.45	2,414.98	2,507.78	
	27.48	28.65	29.75	30.85	32.02	33.31	34.59	
March 26, 2011								
	51,973	54,186	56,267	58,347	60,560	63,000	65,420	
	1,992.30	2,077.13	2,156.88	2,236.63	2,321.45	2,414.98	2,507.78	
	27.48	28.65	29.75	30.85	32.02	33.31	34.59	
March 24, 2012								
	53,486	55,756	57,893	60,030	62,319	64,834	67,312	
	2,050.30	2,137.30	2,219.23	2,301.15	2,388.88	2,485.30	2,580.28	
	28.28	29.48	30.61	31.74	32.95	34.28	35.59	
March 23, 2013								
	55,037	57,363	59,576	61,770	64,134	66,707	69,260	
	2,109.75	2,198.93	2,283.75	2,367.85	2,458.48	2,557.08	2,654.95	
	29.10	30.33	31.50	32.66	33.91	35.27	36.62	

RESEARCHER 3

March 27, 2010

57,137	59,236	61,449	63,832	66,366	68,919	71,813
2,190.23	2,270.70	2,355.53	2,446.88	2,544.03	2,641.90	2,752.83
30.21	31.32	32.49	33.75	35.09	36.44	37.97

March 26, 2011

57,137	59,236	61,449	63,832	66,366	68,919	71,813
2,190.23	2,270.70	2,355.53	2,446.88	2,544.03	2,641.90	2,752.83
30.21	31.32	32.49	33.75	35.09	36.44	37.97

March 24, 2012

58,801	60,957	63,227	65,685	68,295	70,924	73,894
2,254.03	2,336.68	2,423.68	2,517.93	2,617.98	2,718.75	2,832.58
31.09	32.23	33.43	34.73	36.11	37.50	39.07

March 23, 2013

60,503	62,716	65,061	67,595	70,281	72,986	76,031
2,319.28	2,404.10	2,494.00	2,591.15	2,694.10	2,797.78	2,914.50
31.99	33.16	34.40	35.74	37.16	38.59	40.20

SENIOR CLERK

March 27, 2010

42,347	43,368	44,521	45,656	46,961	48,228
1,623.28	1,662.43	1,706.65	1,750.15	1,800.18	1,848.75
22.39	22.93	23.54	24.14	24.83	25.50

March 26, 2011

42,347	43,368	44,521	45,656	46,961	48,228
1,623.28	1,662.43	1,706.65	1,750.15	1,800.18	1,848.75
22.39	22.93	23.54	24.14	24.83	25.50

March 24, 2012

43,576	44,616	45,807	46,980	48,323	49,628
1,670.40	1,710.28	1,755.95	1,800.90	1,852.38	1,902.40
23.04	23.59	24.22	24.84	25.55	26.24

March 23, 2013

44,843	45,902	47,131	48,342	49,723	51,065
1,718.98	1,759.58	1,806.70	1,853.10	1,906.03	1,957.50
23.71	24.27	24.92	25.56	26.29	27.00

TECHNICAL INTEGRITY SPECIALIST

March 27, 2010

50,177	51,973	53,864	55,869	58,101	60,352	62,640
1,923.43	1,992.30	2,064.80	2,141.65	2,227.20	2,313.48	2,401.20
26.53	27.48	28.48	29.54	30.72	31.91	33.12

March 26, 2011

50,177	51,973	53,864	55,869	58,101	60,352	62,640
1,923.43	1,992.30	2,064.80	2,141.65	2,227.20	2,313.48	2,401.20
26.53	27.48	28.48	29.54	30.72	31.91	33.12

March 24, 2012

51,633	53,486	55,434	57,496	59,784	62,111	64,456
1,979.25	2,050.30	2,124.98	2,204.00	2,291.73	2,380.90	2,470.80
27.30	28.28	29.31	30.40	31.61	32.84	34.08

March 23, 2013

53,127	55,037	57,042	59,160	61,524	63,907	66,328
2,036.53	2,109.75	2,186.60	2,267.80	2,358.43	2,449.78	2,542.58
28.09	29.10	30.16	31.28	32.53	33.79	35.07