

Collective Agreement

between

Manitoba Lotteries Corporation

McPhillips Station Casino and Club Regent Casino

Food & Beverage Service Employees

(hereinafter referred to as the Employer)

of the first part

and

Manitoba Government and General Employees' Union

(hereinafter referred to as the Union)

of the second part

April 1, 2011 to March 31, 2015

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*All changes appear in **bold**.

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Article 1 Preamble

- 1:01** The purpose of this Collective Agreement between the Employer, Manitoba Lotteries Corporation, Food & Beverage Services and the MGEU is to:
- (a) maintain harmonious relations between MLC, Food & Beverage Services and its employees;
 - (b) recognize the principles of joint discussions and negotiations in the matters of working conditions;
 - (c) promote the well-being and security of employees at MLC, Food & Beverage Services (Club Regent Casino and McPhillips Station Casino);
 - (d) adjust disputes promptly which may arise between the parties;
 - (e) promote and encourage efficient service up to a high standard;
 - (f) recognize that the highest regard and principal consideration must be ongoing customer satisfaction; and
 - (g) establish and maintain rates of pay, hours of work, other working conditions and conditions of employment, and to provide appropriate procedures for the prompt resolution of grievances and problems, and to recognize the mutual value of joint discussions and negotiations during its term.

Article 2 Interpretation

- 2:01** Wherever the singular or masculine gender is used in this Agreement, the same shall be construed as meaning the plural or feminine gender where the context so admits or requires.

Article 3 Definitions

- 3:01** In this Agreement, unless the context otherwise requires, the expression:
- (a) “Dismissal” means the removal of an employee for disciplinary reasons from a position of employment for just cause;

- (b) “Employee” means a person who is employed by the Employer in one of the following positions included in the bargaining unit;
- (i) “Full-time Employee” shall mean a person who is scheduled to work forty (40) hours per week, provided business conditions warrant it;
 - (ii) “Part-time Employee” means an employee designated by MLC, Food & Beverage Services as part-time, who is scheduled on a regular basis, but on average works no more than thirty-four (34) hours per week;
 - (iii) “Seasonal Employee” means an employee who is employed specifically for a defined period of time. A seasonal employee may work full-time or part-time but the duration of the employment is defined by a written agreement with a defined commencement and termination date. Because these individuals are hired for specific busy periods, such as Christmas, and kept employed only while operational demands exist, employment tends to be seasonal in nature and may be ended with two weeks written notice. Although employees in this category serve a probationary period and are subject to Union dues they are not subject to Articles 13 and 15 of the Collective Agreement.
 - (iv) “Casual Employee” means an employee who is not employed on a regular recurring basis but rather as an extra to cover a specific event or who may be required as incidental coverage for an employee who is absent due to illness, or other short term absence(s). A casual employee shall not attain or accrue seniority or other benefits under the terms of this Agreement **until such time as they have achieved permanent full-time or part-time status.**
- (c) “Steward” means an employee appointed or elected by the Union who is authorized to represent the Union, an employee, or both, in the handling of grievances or matters pertaining to this Agreement;

- (d) “Termination” means the permanent separation of an employee from a position of employment whereby all commitments to that employee have been discharged by MLC, Food & Beverage Services;
- (e) The term “Union” shall mean the Manitoba Government and General Employees’ Union.

Article 4 No Discrimination

- 4:01** The Employer agrees that there shall be no discrimination, interference, restrictions or coercion exercised or practiced with respect to any employees in all matters connected with their employment by reason of age, sex, marital status, sexual orientation, race, creed, colour, national origin, political or religious affiliation, nor by reason of membership or activity in the Union.

Article 5 Recognition of the Bargaining Unit

- 5:01** The Employer recognizes the Manitoba Government and General Employees’ Union as the sole and exclusive bargaining agent for all employees working on behalf of MLC, Food & Beverage Services who are covered by Certificate No. MLB-6100 issued on August 28, 2003, save and except Managers, those above the rank of Managers, the Executive Chef, the Executive Sous Chef, the Office Person, those covered by other Collective Agreements and those excluded by the Act.
- 5:02** All employees excluded from the bargaining unit may perform work done by any employee in the bargaining unit in the following examples: Training employees, demonstrating adjustments or set ups, emergencies, or when qualified employees are not available. In emergency situations, the Employer agrees to make a reasonable effort to contact qualified employees.

Article 6 Union Security

- 6:01** All employees covered by this Agreement shall become members of the Union and maintain membership in good standing as a condition of employment, and shall pay the dues as determined by the Union. The

Employer shall have employees fill out and sign an application for membership on the first day of employment and shall forward same to the Union office at 601 - 275 Broadway, Winnipeg, Manitoba, R3C 4M6.

- 6:02** The Employer shall furnish the Union in writing the names of the employees, and opposite their names the amount of dues deducted from their bi-weekly pay, and shall forward same to the Union's office on a bi-weekly basis.
- 6:03** The Employer shall provide the Union on a bi-weekly basis with a list showing the names and classifications of employees who have changed their address (with the consent of the employee), who are new hires; are recalled to work; have resigned; or, otherwise have left their employment.
- 6:04** Notwithstanding any other provision of this Agreement, the Employer agrees that once per each fiscal year it shall, within twenty (20) days of a request by the Union, provide to it a list showing the names of each employee, their classification and hourly rate of pay.
- 6:05** Dues Receipts - The Employer shall indicate on the T4 slip the amount of Union dues deducted from the employee in the previous year.
- 6:06** Copies of Collective Agreement - The Union agrees to provide Union members with copies of this Agreement.
- 6:07**
- (a) At the time of site orientation new employees will be given fifteen (15) minutes with a designated Union Executive Member who will acquaint the employees with the general conditions and obligations of the Collective Agreement as they relate to employees.**
 - (b) The names of the designated Union Executive Members who are to participate in the orientation will be provided by the Union to the Employer as required or when a change occurs. Any changes will be advised as soon as known.**
 - (c) A list will be provided to the designated Union Executive Members which will state dates, times, locations and, if possible,**

names of members who are new to Food & Beverage and the Manitoba Government and General Employees' Union bargaining unit. These lists will be provided as soon as they are determined by the Employer so that the Union Executive Members can confirm and make sure there will be someone in attendance.

(d) The Union Executive Member who shall meet with employees during their shift will not suffer a loss in pay or benefits for time spent attending meetings.

6:08 The Union agrees to indemnify and save the Employer harmless against any claim or liability arising out of the application of this Article.

6:09 The Union and its members agree to observe all reasonable rules and regulations of the Employer which may be in force or which may, at the discretion of management be put into effect after the signing of this Agreement, provided such rules and regulations shall not conflict with any of the provisions of the Agreement.

Article 7 Union Business

7:01 The Employer acknowledges the right of the Union to appoint or otherwise select a negotiating committee of not more than four (4) employees for each location (McPhillips Station Casino and Club Regent Casino), who shall be presently employed by MLC, Food & Beverage Services.

7:02 Upon written notice given as soon as possible to the Employer, time off, including necessary traveling time shall be granted on a wage recovery basis to:

- (a) all members attending meetings with the Employer on Union business;
- (b) members of the Area Council for attendance at Area Executive meetings;
- (c) members who are elected as delegates to the Convention of the Manitoba Federation of Labour, and other such Conventions to which the Union is affiliated;

- (d) members who are elected as delegates to the Convention of the Union for attendance at such Convention;
- (e) Stewards and Local Executive Officers for the purpose of attendance at training sessions.

- 7:03** The Employer agrees that such requests pursuant to Articles 7:01 and 7:02 (a), (b), (c), (d) and (e) shall not unreasonably be withheld, providing operational requirements permit an absence and the Union agrees not to unreasonably request same.
- 7:04** Upon written notice given as soon as possible to the Employer, time off including necessary traveling time shall be granted to an officer or steward of the Union, to take an extended educational course. The leave of absence shall be on a wage recovery basis.
- 7:05** The Union agrees to reimburse the Employer the wages paid to employees while on wage recovery, on a monthly basis upon receipt of a statement from the Employer as to the amounts and the employees for whom wage recovery is claimed by the Employer, and the dates said employees were absent on wage recovery basis.
- 7:06** The Employer agrees to allow the Union use of space on one main centralized bulletin board for the purpose of posting official Union information relating to business affairs, meetings and social events, provided the information does not contain anything that is adverse to the interests of the Employer.
- 7:07** The Employer agrees to compensate employees for time spent on the Employer's premises handling grievances of employees and for time spent meeting with the Employer both during and after their shift, at their applicable rate of pay.

Article 8 Rights of Stewards

- 8:01** The Union shall notify Food Services Management or a designate of MLC, Food & Beverage Services, in writing of the name of its officers and stewards

and the Employer shall be required to recognize only these officers and stewards of whom it has notice. All changes or amendments to this list will be made as they occur during the life of this Agreement.

- 8:02** Union representatives agree not to conduct Union business with employees while the employees are on duty without first obtaining permission from their immediate supervisor.
- 8:03** A steward shall have the right to investigate complaints of an urgent nature while on duty by first obtaining permission from his immediate supervisor to be absent from the work area. Such permission shall not unreasonably be sought or withheld. Every effort must be made however to ensure that this investigation occurs at a time that is timely but does not affect ongoing operations or customer service.
- 8:04** Union officers and committee members shall not be entitled to leave their work premises during working hours unless otherwise specified in this Agreement. Permission to leave work during working hours to attend to Union business shall first be obtained from the General Manager or his designate and provided, if required, that a replacement can be obtained. Such permission shall not be unreasonably withheld. Such leave shall be without pay.
- 8:05** The cafe area in both casinos will be designated as a grace area for purposes of a steward meeting with a staff member or to discuss Union matters.
- 8:06** The Union shall provide each steward with appropriate identification.
- 8:07** The Employer agrees to extend to the Staff Representative such facts and facilities as are necessary for the overseeing of the administration of this Agreement. Requests of this nature shall be made to the General Manager or his designate.

Article 9 Management Rights

- 9:01** All the functions, rights, powers and authority which have not been abridged, delegated or modified by this Agreement are retained by the Employer. The Employer shall not exercise its rights in a discriminatory manner.
- 9:02** Management retains the right to make, enforce and revise from time to time reasonable rules, regulations, practices, procedures and policies to be observed by the employees, provided these rules, regulations, practices, procedures and policies are not inconsistent with this Agreement.
- 9:03** It is further agreed that the Employer must be free to exercise its best judgment along such lines as increasing or decreasing operations; removing or installing equipment; the regulation of the quality and quantity of production; and acting reasonably, fairly, in good faith and in a manner consistent with the Agreement as a whole.

Article 10 Contracting Out

- 10:01** The Employer agrees that 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 twenty (120) days notice;
 - (b) during the notice period, the parties shall meet to facilitate potential retraining and/or redeployment opportunities.

Article 11 Seniority

- 11:01** The purpose of this Article is to provide employees with a measure of security and opportunity based on their length of service while under the jurisdiction of this Collective Agreement. Seniority shall be determined on a MLC, Food & Beverage Services wide basis.

Seniority is based on the length of service in the employ of the Employer and as a member of the bargaining unit, based on the following:

- (a) regular paid time;
- (b) periods of Workers' Compensation; MPI – Income Replacement Indemnity;
- (c) periods of absence due to sick leave, with or without pay;
- (d) periods of maternity/paternal/adoptive parent leave;
- (e) approved educational leave up to one (1) year;
- (f) leaves without pay to a maximum accumulation of thirty (30) business days/two hundred forty (240) hours in each fiscal year;
- (g) leaves for Union business;
- (h) periods of time when temporarily assigned work in a classification not covered by this Collective Agreement.

11:02 Seniority of an employee will deem to be broken and his employment shall be deemed terminated for any of the following reasons:

- (a) if an employee quits or resigns;
- (b) if an employee is discharged for just cause and not reinstated under the grievance and arbitration procedure provided in this Agreement;
- (c) pursuant to Article 15:05 (b), if an employee fails to return to work as the result of a recall within the appropriate time;
- (d) if an employee is deemed to have abandoned his position.

Abandonment is defined for the purpose of this Article as “Absence from his position for a period of three (3) days without permission unless such absence is due to illness or accident in respect of which the employee shall furnish the Employer with a certificate from a qualified medical practitioner”.

11:03 Where an employee is of the opinion that his date of commencement of employment is incorrect, he may appeal the date to the General Manager, or failing resolution at this level, use the grievance procedure.

- 11:04** Where an employee leaves the bargaining unit, but remains an employee of the Employer, the seniority accrued up to the time of leaving the bargaining unit shall remain as a credit to the employee in the event that the employee returns to the bargaining unit directly. There shall be no accumulation of seniority for the time spent outside of the bargaining unit.
- 11:05** The Employer agrees to post and update a seniority list by January 31 of each calendar year and agrees to provide a copy to the Union.
- 11:06** A full-time or part-time employee who requests to be converted to casual is covered only by the terms and conditions that will apply to casuals as per Article 3 and Article 52 of the Collective Agreement and effective the date of the employee's conversion to casual status.

While the employee does not accumulate seniority as a casual employee, the employee shall not lose that seniority already accumulated and will have their seniority adjusted should he or she resume full or part-time employment.

- 11:07** Summer students and co-op students will be classified as temporary employees and will not acquire benefits from the Employer or Union seniority status.

If these students are retained following their placement, their seniority will be established from the last date of hire.

These students will not be used to displace bargaining unit employees. The company will inform the Union of the names and hiring dates of the students hired.

Article 12 Vacancies

- 12:01** The parties recognize that job opportunities should increase in proportion to the length of service.
- 12:02** Where the Employer requires that a vacant or new full-time or part-time position be filled, a bulletin will be posted and employees covered by this

agreement will make application. A copy of the bulletin shall be provided to the Union.

- 12:03** A bulletin shall be posted in the work location for a period of seven (7) days and shall state the closing date for applications, the location of the position, the classification, the duties and responsibilities, the qualifications required and the rate of pay.
- 12:04** When an employee has submitted an application in response to a bulletin and has been advised that he was unsuccessful, he may request in writing the reasons he was unsuccessful. The Employer shall respond within five (5) working days of the employee's request.
- 12:05** Where there is more than one (1) qualified employee who applies for a position, and their combined skill, experience levels and past performance are similar, then seniority should be the determining factor. For the purposes of this Article, to be considered qualified; an applicant must meet the requirements for the position as set out in the job description. Determination of suitable qualifications may include evaluation or testing to be conducted by the appropriate area Manager for the following positions; Bartender, Junior Sous Chef, Cook Level One, Cook Level Two and Cook Level Three.
- 12:06** (a) An employee, who accepts a position in a new appointment and/or classification, shall be on a trial for a period of three (3) months. Subject to satisfactory performance, such promotion shall become permanent after the trial period of three (3) months.
- (b) In the event the employee proves unsatisfactory in the position during the trial period, or if the employee finds himself/herself unable to perform the duties of the new position, he/she shall be returned to his/her former position at his/her former salary. Any other employee promoted or transferred because of the rearrangement of positions shall be returned to his/her position at his/her former salary. A newly hired employee, in contrast, could be released.

- 12:07** A position vacancy bulletin will not be required:
- (a) When a vacant or new position is to be filled on a temporary basis for a period of thirty (30) days or less;
 - (b) When a sick leave of absence is filled for up to six hundred forty (640) hours;
 - (c) When a vacant new position is to be filled by the recall of a laid off employee.
 - (d) When an employee is transferred to a vacant or new position for reasons of accommodation (medical reasons).
 - (e) Where a subsequent vacancy has occurred in a position posted within the previous ninety (90) days.
- 12:08** An employee who is returned (or transferred) by the Employer during the probationary period that is required for all new appointments shall be relocated to a similar position at the same classification level. An employee relocated to his former position shall be paid at the rate of pay that he would have been paid had the promotion (or transfer) never occurred.

Article 13 Bumping

- 13:01** Any employee who is subject to layoff may bump a less senior employee from an equivalent or lower classification for which he possesses the acceptable requirements and the ability to perform the job.
- 13:02** Employees who are bumped under the foregoing provision may in turn exercise their seniority to bump other employees in accordance with Article 13:01.
- 13:03** Employees who bump or voluntarily transfer to a lower level job shall be paid at a step in the pay range of the lower classification that is, where possible, one (1) full increment less than the rate of pay he was being paid in his former classification. Employees who bump or voluntarily transfer laterally shall, under normal circumstance, maintain their current rate of pay.

Employees who bump or voluntarily transfer will maintain their original start date for any pay increases they may become entitled to.

- 13:04** Employees who accept a lower level position under this Article shall have the right to reinstatement in their former classification, if such becomes available within one (1) year from the date of accepting the lower level position. The job in such instances will not be bulletined. The employee shall be reinstated at the step in the higher classification that is closest to his then current pay with increases on his appropriate service dates. Notwithstanding the above, no employee shall be slotted at a step lower than that which he was being paid prior to being bumped downwards. The Union shall receive copies of all recalls and/or reinstatement notices.

Article 14 Probation

- 14:01** All new full-time and part-time employees shall be on a probationary period of six (6) calendar months from the date of the commencement of employment. A probationary period may be extended up to two (2) calendar months provided an evaluation has been given to the employee prior to three (3) months and six (6) months.
- 14:02** All probationary employees will have all rights and privileges of employees in the bargaining unit except as follows:
- (a) a probationary employee shall not attain seniority until the expiration of the probationary period. When the probation expires, the employee's seniority shall then be dated back to the employee's date of commencement of employment;
 - (b) where a probationary employee is disciplined or terminated, he may grieve at Step 2 of the grievance procedure within twenty (20) working days from the date the employee received notice of discipline or termination. The decision at Step 2 shall be final for such grievances;
 - (c) prior to terminating the employment of a probationary employee, a discussion will occur between the employee and the Manager to review

performance issues. Notice will be provided to the employee that unless recorded deficiencies can be corrected, termination will occur prior to the end of the probationary period without any further notice, unless there is sufficient reason for termination with just cause, in which case the termination during the probationary period will occur immediately, without notice or payment in lieu of notice.

14:03 Seasonal and casual employees will be required to complete a probationary period once they assume official full-time or part-time status.

Article 15 Layoff and Recall

15:01 Both parties to this Agreement recognize that job security should increase in proportion to length of service and therefore every effort will be made to ensure layoffs of full time regular staff is avoided, except under difficult circumstances.

15:02 If a reduction of full-time employees is necessary due to a shortage of work, diminished business or for reasons beyond the control of the Employer, the Employer shall meet with and advise the Union of the proposed reduction and job(s) affected prior to layoff notices being issued.

15:03 Layoff notices shall be given in accordance with the following:

- (a) for full-time employees - two (2) weeks prior to the effective date;
- (b) each notice shall give the reasons for the layoff and its expected duration;
- (c) if an employee has not had the opportunity to work the days as provided for in Article 15:03 (a), he shall be paid for the days for which work was not made available;
- (d) for the purposes of this Article, pay in lieu under Article 15:03 (b) and 15:03 (c) for part-time employees shall be determined on the basis of the average number of hours they normally would have worked if layoffs would not have occurred which shall be calculated on the average basis

of their accumulated number of hours in the preceding two (2) weeks prior to notice of layoff divided by two (2);

- (e) notwithstanding Articles 15:03 (a), (b) and (c), where operational requirements warrant, employees on layoff may be recalled on a short term basis without the necessary notice required at the end of the period of recall.

15:04 Employees laid off shall be placed on a re-employment list with a copy furnished to the Union, and shall be called back to work as required, beginning with the most senior employee and descending from there.

15:05 (a) Notice of re-employment to an employee who has been laid off shall be made by registered mail with A.R. Card to the last known address of such employee. If an employee fails to reply within one (1) week of receipt of such recall notice, the employee's name shall be removed from the re-employment list.

- (b) Recall for employment shall be based on seniority (seniority hours). An employee who is recalled to work shall be allowed two (2) weeks, from receipt of the notice to report to work, or such shorter or longer period of time as may be agreed between the Employer and the employee. Due to the nature of this work however, if the employee is unable to report immediately, the next person on the recall list will be given an opportunity to fill in for the period for which the recalled employee is unable to report for work. If an employee fails to return at the appropriate time, his name may be removed from the re-employment list, except for reason of illness in which case the Employer may require a certificate from a qualified medical practitioner, or for other mitigating circumstances acceptable to the Employer (per Article 11:02 (d)). In cases where the Employer is unable to contact the next person on the list with respect to return to work or the individual is unable to report immediately, then the following name on the seniority list must be contacted. At this time, the Employer will notify the MGEU steward immediately of the recall.

- 15:06** Notwithstanding Article 12, no new employee shall be hired until those laid off have been given an opportunity of recall provided that the laid off employee meets the requirements for the position as set out in the job description.
- 15:07** By written notice, an employee may elect to terminate his services at any time during layoff and thus waive his right to maintain his name on the re-employment list.
- 15:08** An employee shall automatically have his name removed from the re-employment list after twelve (12) months of continuous layoff.
- 15:09** When a dispute arises concerning an employee's layoff, he may grieve commencing at Step 2 of the grievance and arbitration procedure.

Article 16 Promotion and Transfer

- 16:01** Where an employee is promoted to another position deemed to be at the same classification and pay level and covered by this Agreement, the employee shall be paid at a rate of pay that will not be lower than wages currently earned and will normally be at the rate of pay established for the new position.
- 16:02** When an employee is transferred to another position of similar duties and responsibilities there will not be an increase in remuneration.
- 16:03** If an employee requests a transfer to a position with a lower rate of pay they will in turn have their hourly remuneration adjusted to the appropriate salary rate for the job they are transferring into.

Article 17 Employee Files

- 17:01** Upon written request, an employee may review the contents of his/her personnel file in the presence of his/her immediate Manager or the Director, Food & Beverage. The employee may place on his/her official personnel file a concise explanation or statement concerning any of the file's contents. The Employer reserves the right to make comment on any of the employee's

explanations or statements. An employee may be accompanied by a representative of the MGEU if so desired.

- 17:02** The Employer agrees not to introduce as evidence in a hearing, any document pertaining to disciplinary action a copy of which has not been provided to the employee, and is not on the file of the employee.
- 17:03** When a formal assessment of an employee's performance is made, the employee concerned shall be given an opportunity to sign the assessment form in question upon its completion to indicate that its contents have been read. The employee shall have the right to place his own comments in a space provided on the form prior to his signing. Immediately upon the employee signing the assessment form, the employee shall be handed an exact copy for his own records.
- 17:04** An employee shall have the right to grieve for the correction and/or removal of any erroneous documents in which disciplinary action is imposed, and/or unsatisfactory reports contained in the personnel file.

Article 18 Resignations

- 18:01** An employee wishing to resign shall provide the Employer with a written notice of resignation that shall specify the last date upon which the employee will be present at work to perform their regular duties.
- 18:02** An employee shall give notice of resignation **as follows:**
- (a) One (1) week before the last day to be worked, if the employee's service is less than one (1) year; or**
 - (b) Two (2) weeks before the last day to be worked, if the employee's service is one (1) year or more.**
 - (c) Resignations cannot be backdated.**
- 18:03** Where the employment of an employee is not full-time, but rather for a defined period of time as stated in an employment letter to meet seasonal or temporary work increases, no notice of resignation is required except that where an employee intends to resign prior to the completion of the expected

(defined) term of employment as outlined in the letter of offer. Such employee shall give two (2) weeks' notice of resignation. The Employer may approve a shorter period of notice. Such approval shall not be unreasonably withheld.

- 18:04** The employee shall receive from the Employer all outstanding wages, and any other benefits under the terms of this Agreement within five (5) days after the end of the pay period immediately following the last date of work or the date identified in the resignation letter.

Article 19 Discipline

- 19:01** An employee shall only be disciplined for just cause.
- 19:02** A hearing **shall** 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. **If declining representation, the employee shall do so in writing.**
- 19:03** Where disciplinary action has been taken, the employee shall be advised in writing of the disciplinary action. The employee shall sign a copy only to acknowledge its receipt and the employee shall receive a copy. A copy shall be provided to the Union, unless the employee requests that the Employer not make a copy available to the Union Representative. An employee declining representation shall indicate same in writing.
- 19:04** An employee may grieve disciplinary action in accordance with the grievance procedure.
- 19:05** Wherever possible, the Employer shall provide to the Staff Representative a copy of a written security investigative report used in a disciplinary action.
- 19:06** As it relates to disciplinary action, there shall only be one (1) employee file located in Human Resources and relied upon by the Employer for each employee.

19:07 Supervisors shall not discipline employees other than at the level of verbal warning and should they feel more severe discipline is warranted, they will make recommendations to the Manager with written justification, and such further discipline shall be at the discretion of the Manager dependent upon the facts and the issues at hand.

19:08 Where there has been no recurrence of a disciplinary nature for a period of twelve (12) months, the Employer shall remove those disciplinary documents in an employee’s file of a verbal and/or written nature as per the progressive discipline process.

Where there has been no recurrence of a disciplinary nature for a period of twenty-four (24) months, the Employer shall remove those disciplinary documents in an employee’s file outlining a suspension as per the progressive discipline process.

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

Article 20 Termination of Employment

20:01 Employment may be terminated by the Employer with written notice provided as follows:

<u>Period of Employment</u>	<u>Notice Period</u>
At least thirty (30) days but less than one (1) year	One (1) week
At least one (1) year and less than three (3) years	Two (2) weeks
At least three (3) years and less than five (5) years	Four (4) weeks
At least five (5) years and less than ten (10) years	Six (6) weeks
At least ten (10) years	Eight (8) weeks

Employment may be terminated with lesser notice:

- (a) By mutual agreement between the Employer and the employee; or
- (b) During the probation period of a new employee; or

(c) In the event an employee is dismissed for sufficient cause to justify less or no notice.

(d) In the case of a casual or seasonal employee whose termination date has been previously defined in their offer letter.

20:02 A casual or seasonal employee who is to be terminated prior to the expected expiry date of their term of employment shall be given two (2) weeks (fourteen [14] calendar days) notice.

20:03 Section :01 and :02 do not apply to an employee who is dismissed for just cause or who has abandoned their position.

20:04 The Employer will make available, within ten (10) days from the date of termination, all amounts due to the employee, including unpaid wages and pay in lieu of unused vacation entitlement.

Article 21 Grievance and Arbitration Procedure

21:01 The parties to this Agreement recognize the desirability for resolution of grievances through an orderly process. Nothing in this Agreement shall preclude the Employer and the Union from mutually agreeing to settle a dispute by any means other than those described in the following grievance procedures, without prejudice to their respective positions.

21:02 It is the desire of the parties to resolve complaints through discussion before a written grievance is initiated. The aggrieved employee shall have the right to have his steward present at such a discussion. When a grievance cannot be presented in person at any step, it may be transmitted by registered mail.

21:03 Definitions:

(a) “Representative” means the following:

- (i) Staff member of the Union;
- (ii) Steward(s) of the Union;
- (iii) Officer(s) of the Union;

- (b) “Grievance” means a complaint in writing presented by the Employer, an employee and/or a representative, on that employee’s behalf or on behalf of one (1) or more other employees with respect to:
- (i) Any matter relating to working conditions not specifically covered by this Agreement;
 - (ii) Any matter concerning the application, interpretation, or any alleged violation of this Agreement or Memorandum of Agreement or Memorandum of Understanding.
- (c) “Policy Grievance” means a complaint in writing presented by either the Employer or the Union with respect to any matter concerning the application, interpretation, or any alleged violation of this Agreement, Memorandum of Agreement or Memorandum of Understanding. Where such a grievance is initiated by the Union, it shall be submitted to Step 2 of the grievance and arbitration procedure. Where such a grievance is initiated by the Employer, it shall be presented to the President of the Union or his designate. In all cases, the grievance shall be presented within twenty one (21) working days from the date of the action giving rise to the grievance.

21:04 Whenever possible, the grievance shall be presented on an official grievance form. The 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 must be signed by the employee. Except for failure to meet the time limits, a grievance shall not be invalid if it is not written on the official grievance form or for failure to quote the Article in dispute. The grievance may be clarified at any step providing its substance is not changed.

21:05 Hearings shall be held at all steps of the grievance procedure and further the grievor shall be entitled to have a Union Representative present at each hearing.

- 21:06** The grievor or representative may clarify the written description of the grievance at any step, providing the substance of the grievance is not changed, so long as there is no prejudice to either party.
- 21:07** Whenever a grievance is presented for processing a receipt shall be issued to the grievor or representative forthwith, showing the actual date when the grievance was presented and the signature of the person accepting the grievance for processing.
- 21:08** Whenever a reply to a grievance is presented to the grievor or Union Representative, a receipt shall be issued forthwith to the Employer representative showing the actual date received and the signature of the person who received the reply.
- 21:09** **Steps of the Grievance Procedure**
1. **Senior Manager or designate**
 2. Director, Food & Beverage or designate
- 21:10** **Step 1**
- (a) Within twenty-one (21) working days from the date when an employee became aware, orally or in writing, of the circumstances giving cause for a grievance, the employee and/or representative shall present the grievance to the employees immediate Casino Manager.
 - (b) Within twenty-one (21) working days from the date the grievance was presented, the decision of Step 1 shall be presented in writing to the grievor and/or representative.
- Step 2**
- (a) Where the decision is unsatisfactory to the grievor, the grievance shall, within twenty-one (21) working days from the date the reply was received from Step 1, be presented by the grievor and/or representative to the General Manager for consideration at Step 2.
 - (b) Within ten (10) working days from the date the grievance was presented, the decision of Step 2 shall be presented in writing to the grievor and/or

representative. The decision at Step 2 shall be final with respect to grievances regarding the termination of casual or probationary employee.

- (c) If the grievance is not settled satisfactorily, it may be referred to either mediation (Manitoba Department of Labour & Immigration, Conciliation, Mediation & Pay Equity Division) or Arbitration.

21:11 Where the Employer fails to issue a decision at any step of the grievance procedure within the time limits specified, the grievor or representative may process the grievance to the next step, unless a time extension has been requested and mutually agreed upon.

21:12 Subject to Article 14:02 (b), the discipline or dismissal of an employee who has not attained seniority is not arbitrable.

21:13 Grievance Mediation - The parties agree that where a difference exists, one of the parties may suggest the use of a grievance mediator. The parties will then make a joint application asking the Minister of Labour to appoint a mediator to assist in resolving the difference. The requesting of a grievance mediator will be done only after the parties have met to discuss the grievance.

Arbitration Procedure

21:14 Where no resolution to a grievance has occurred:

- (a) The Union shall, within twenty-one (21) calendar days from receipt of a letter denying the grievance at Step 2, correspond in writing to the **Director, Food & Beverage** or his designate, stating that the grievance is to proceed to Arbitration.
- (b) Within ten (10) working days of receipt of the letter from the Union, the Employer shall contact the Union to agree on a sole arbitrator.
- (c) In special circumstances, either party may request a three (3) person Board of Arbitration. Neither party shall unreasonably withhold their consent to these types of requests.

- (d) In the event the parties cannot reach agreement on a sole arbitrator, either party will contact the Chairperson of the Manitoba Labour Board to appoint a sole arbitrator.
- (e) Within ten (10) working days following the appointment of a sole arbitrator, or such longer period of time mutually agreed to by the parties, the arbitrator shall cause hearing(s) to be held and the Board shall notify the Employer and the Union of the time, date and place of the hearing(s).
- (f) In the event that the parties choose to appoint a three (3) person Arbitration Board, both the Employer and the Union shall notify each other, within ten (10) working days of notification under clause (b) of its appointee to the Arbitration Board. In turn, within ten (10) working days, the two (2) appointees shall select a third member who shall be the Chairperson of the Arbitration Board and without delay notify the Employer and the Union of the name of the Chairperson. In the event the parties cannot reach agreement, either party will contact the Chairperson of the Manitoba Labour Board to appoint the Chairperson of the Arbitration Board.
- (g) Either party is entitled to call witnesses or other persons to give testimony and if employees are called by the Employer, they shall be allowed leave with pay; if the employees are called by the Union they shall be allowed leave on a wage recovery basis;
- (h) The decision of the sole arbitrator or Arbitration Board shall be final and binding upon the parties.
- (i) The arbitrator or Arbitration Board Chairperson shall not be empowered to make any decision inconsistent with the provisions of this Agreement or to modify or amend any portion of this Agreement.

21:15 The arbitrator or Arbitration Board Chairperson shall determine his/her own procedures, but shall provide full opportunity to all parties to present evidence and make representations. The sole arbitrator or Arbitration Board shall hear and determine the difference(s) or allegation(s) and render a

decision within thirty (30) calendar days from the time it holds its final meeting.

21:16 Disagreement On Decision

Within thirty (30) calendar days following receipt of the award, should either party disagree as to the meaning or interpretation of the arbitrator's decision, they may apply to the arbitrator in writing to request a clarification or interpretation of the area of disagreement within thirty (30) calendar days the arbitrator or Arbitration Board shall provide clarification to the decision.

21:17 Nothing in this Agreement shall preclude settlement of a grievance by mutual agreement in any manner whatsoever.

21:18 Expenses of the Arbitrator

Each party shall pay one-half (1/2) the fees and expenses of the arbitrator. In the event the parties use a three (3) person Arbitration Board, each party will pay the fees and expenses of their respective nominee and share the fees and expenses of the Chairperson equally.

21:19 Any of the time limits referred to above may be extended by mutual agreement of the parties hereto.

Article 22 Hours of Work, Overtime and Call Back

22:01 The parties recognize the need for reasonable flexibility in establishing hours of work and therefore agree as follows:

- (a) The basic work week for all regular full-time employees shall be forty (40) hours per week, up to eight (8) hours per day and five (5) days per week, with two (2) consecutive days off.
- (b) A two (2) week shift schedule shall be posted no later than the Friday before the start of the new shift period beginning the following Sunday. Shift schedules posted shall specify the starting time of the shift and the projected finishing time. The Employer reserves the right to change the projected finishing time posted on the schedule where business conditions warrant such a change. The Employer also reserves the right

to cancel an employee's scheduled shift subject to the obligation of providing at least three (3) hours notice of said cancellation. If unable to contact the employee and the employee arrives at the work place, they will be offered a minimum of three (3) hours work. In all cases, seniority will be considered when cancelling shifts, by attempting to call the most junior employees first.

- (c) Requested scheduled changes shall be made where business conditions, availability of staff, and time permits, by mutual agreement between the employee who so requests and the immediate supervisor.
- (d) Except as hereinafter set out, every effort will be made to schedule two (2) consecutive days off each work week; however, employees at their option and with the agreement of the Employer may choose to work on a scheduled day off, with no overtime payments being made until such time as the eighty (80) hours worked in a bi-weekly period has been exceeded. This clause shall not in any way be construed as imposing an obligation upon the employee to work on his scheduled day off.
- (e) All employees who work a shift of five (5) hours or more shall be allowed a lunch period without pay of an uninterrupted thirty (30) minutes duration. The Employer shall allow the employee to take a lunch period when it is convenient, having regard to customer service and business levels.
- (f) Employees are entitled to a **paid** fifteen (15) minute break during the course of a work day. It is agreed that such breaks **shall** be taken. Employees who are scheduled for an eight (8) hour shift will be allowed a second **paid fifteen (15) minute** break during the second half of their shift. Both the Employer and the Union agree that each will be reasonable in allowing and taking of breaks. All breaks must be authorized by a Manager.
- (g) When an employee has taken on an additional shift at the request of the Employer, the Employer agrees not to modify that employee's shift or shift schedule after the fact in order to avoid the payment of overtime.

- 22:02** Overtime shall mean all time, which is authorized in advance by the employee's supervisor and worked in excess of eight (8) hours per day or eighty (80) hours in a bi-weekly period.
- 22:03** Unplanned overtime may be required in emergency situations where customer service or operational matters require a position to be filled and the person scheduled for the shift is unavailable at the prescribed time. Employees are expected to perform in this position or capacity until management can find a replacement. Every effort will be made to minimize these circumstances.
- 22:04** Overtime shall be paid at time and one-half (1½x) for all hours worked per Article 20:02. Overtime eligibility is calculated on the basis of fifteen (15) minute increments as follows:
- 0 - 7 minutes - no payment
 - 8 - 20 minutes - 15 minutes at overtime rate
 - 21 - 30 minutes - 30 minutes at overtime rate
- 22:05** Where an employee has been called back to work, that employee shall receive a minimum of three (3) hours pay unless the hours of work exceed eight (8) hours in a day or eighty (80) hours in a bi-weekly pay period, in which case all hours worked would be at the applicable overtime rate.
- 22:06** **If an employee is unable to attend work due to bad weather conditions and there are actual blizzard conditions as declared by Environment Canada, or the Employer, or due to road closures as declared by the police agencies or the Department of Highways, staff shall not be paid for such work missed, however, upon written request he/she will be allowed to use banked time, DLT or vacation time to compensate for the time/monies lost.**

Article 23 Pay Practices

- 23:01** Pay days shall be every second Friday.

Article 24 Job Classification

- 24:01** Each employee shall be furnished a copy of his/her job description upon commencement of employment in each classification the employee is expected to function.
- 24:02** When the Employer creates a new classification not presently listed in **Salary Schedule "A" - Front of House and/or Salary Schedule "B" - Back of House of this Agreement, or modifies an existing classification in Salary Schedule "A" - Front of House and/or Salary Schedule "B" - Back of House of this Agreement,** then the Employer will notify the Union of the new classification level in advance to hiring of a person into a new or modified position, for the purpose of negotiating the pay for that classification.
- 24:03** Where a current classification has substantially changed, an employee shall have the right to request a review of his/her classification. The employee shall submit the written request on an approved form for a review to the Department Manager.
- 24:04** The Employer will examine the duties of the employee and provide a decision as to the validity of the request within twenty-one (21) working days from the date of the employee's request for a review.
- 24:05** Where the parties fail to agree on an appropriate rate of pay the matter may be referred to arbitration or mediation, in accordance with Article 21.
- 24:06** If the rate of pay for a revised classification is adjusted through this process, the adjustment will take effect the date the written review was requested by the employee.
- 24:07** Position profiles will be provided to the Union (MGEU) upon request by the Staff Representative.

Article 25 Shift Premium

25:01 Effective January 1, 2012 an employee who works between 7:00 p.m. and 3:30 a.m. Monday through Sunday, shall receive a shift premium of forty cents (40¢) per hour for all hours worked, or portion thereof in addition to his/her regular pay.

Shift premiums shall not be subject to the overtime provisions of this Collective Agreement.

25:02 A premium of eighty cents (80¢) will be paid to all Front of House and Back of House employees working New Year's Eve between 7:00 p.m. and 3:30 a.m.

25:03 A premium of one dollar (\$1.00) per hour will be applied for staff being utilized in a formal training capacity.

25:04 A premium of one dollar (\$1.00) per hour will be applied to those staff having a "Red Seal" Certificate in the cook classifications.

Article 26 Compassionate Leave

26:01 An employee shall be entitled to compassionate leave of four (4) scheduled shifts leave in the event of the death of a parent, step-parent, spouse, common-law spouse/life partner, child, step-child, father-in-law, mother-in-law **sister, brother or grandchild.**

26:02 An employee shall be entitled to compassionate leave of three (3) scheduled shifts leave in the event of the death of a ward of the employee, or relative permanently residing in the employee's household or with whom the employee permanently resides.

26:03 An employee shall be entitled to one (1) scheduled shift leave to attend the funeral **or confirmed memorial service** of an employee's son-in-law, daughter-in-law, brother-in-law, sister-in-law, aunt, uncle or grandparent.

- 26:04** Provided an employee has not received compassionate leave for the death in question, an employee shall be entitled to one (1) scheduled shift leave for attending a funeral as a pallbearer.
- 26:05** An employee shall be entitled to an additional two (2) scheduled shifts leave, requested for the purpose of attending a funeral **or confirmed memorial service** at a distance of two hundred fifty (250) km or more, each way.
- 26:06** For purposes of interpretation, an employee shall only be eligible under 26:03, 26:04 and 26:05, where the employee was scheduled to work.

Article 27 Parental Leave

- 27:01** An employee may qualify for up to thirty-seven (37) weeks of parental leave if:
- (a) the employee is becoming a mother or father as a result of the birth or adoption of a child; and the employee has been employed by the Employer for at least **six (6)** consecutive months; and
 - (b) the employee gives written notice to the Employer at least four (4) weeks before the day specified in the notice as the day on which the employee intends to begin the leave.
- 27:02** **Commencement of parental leave**
 A woman's parental leave must commence immediately after her maternity leave is completed unless she and her Employer have agreed to a different arrangement.
- The father's parental leave can be taken at the same time, a different time, or overlap the mother's leave.
- 27:03** **Duration of parental leave**
 Parental leave must commence within fifty-two (52) weeks of the child's birth or the date the child comes into custody, although it does not necessarily have to be completed within that time.

27:04 Maternity and parental leaves must be continuous

An employee who takes maternity leave and parental leave shall take them in one continuous period, unless the employee and the Employer otherwise agree.

27:05 Ending leave early

An employee may end his or her parental leave earlier than the day set out in subsection :01 by giving the Employer written notice at least two (2) weeks or one pay period, whichever is longer, before the day the employee will end the leave.

27:06 Reinstatement of employee after leave

If an employee wishes to resume employment after parental leave, the Employer shall reinstate the employee to the position occupied when the leave began or a comparable position, with not less than the wages and any other benefit earned by the employee immediately before the leave began.

Article 28 Paternity Leave

28:01 A male employee shall be granted one (1) schedule shift leave with pay to attend to the needs directly related to the birth of his child. At the employee's option, such leave shall be granted on the day of, or the day following the birth of his child, or the day of **his** wife's admission to, or discharge from hospital.

Article 29 Maternity Leave

29:01 Every pregnant employee who meets the eligibility requirements outlined below is entitled to and shall be granted maternity leave without pay for a period of up to seventeen (17) weeks. Maternity leave may begin as early as seventeen (17) weeks prior to the expected date of delivery and end not later than seventeen (17) weeks after delivery.

Eligibility requirements are as follows:

- (a) the employee must have completed **six (6)** consecutive months of employment for or with the Employer; and

- (b) the employee must submit to the General Manager an application in writing for leave under this section 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) the employee must provide the General Manager with a certificate of a qualified medical practitioner certifying that she is pregnant and specifying the estimated date of her delivery.

Article 30 Adoptive Parent Leave

30:01 An employee shall be granted (1) one scheduled shift leave with pay to attend to the needs directly related to the adoption of a child. At the employee's option, such leave shall be granted on the day of, or the day following the adoption. The employee may be required to furnish proof of adoption.

Article 31 Court Leave/Jury Duty

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 30:01, shall be paid for all scheduled hours while absent on approved court leave.

Article 32 Leave of Absence

32:01 An employee, upon request in writing being made to the Employer, may be granted a leave of absence without pay for good and sufficient reason consistent with Employer policy. The Employer policy will be provided to the Union for information purposes. Per Article 11:01, seniority will not accumulate during leaves of absence longer than thirty (30) business days (two hundred forty [240] hours).

Article 33 Compassionate Care Leave

33:01 An employee shall be entitled to receive compassionate care leave without pay to provide care or support to a seriously ill family member, subject to the following conditions:

- (a) An employee must have completed at least thirty (30) days of employment as of the intended date of leave.
- (b) An employee who wishes to take a leave under this section must give the Employer notice of at least one (1) pay period, unless circumstances necessitate a shorter period.
- (c) An employee may take no more than two (2) periods of leave, totalling no more than eight (8) weeks, which must end no later than twenty-six (26) weeks after the day the first period of leave began. No period of leave may be less than one (1) week's duration.

33:02 For an employee to be eligible for leave, a physician who provides care to the family member must issue a certificate stating that:

- (a) a family member of the employee has a serious medical condition with a significant risk of death within twenty-six (26) weeks from:
 - (i) the day the certificate is issued, or
 - (ii) if the leave was begun before the certificate was issued, the day the leave began; and
- (b) the family member requires the care or support of one or more family members.

33:03 The employee must give the Employer a copy of the physician's certificate as soon as possible.

33:04 A family member for the purpose of this article shall be defined as:

- (a) a spouse or common-law partner of the employee;
- (b) a child of the employee or a child of the employee's spouse or common-law partner;

- (c) a parent of the employee or a **parent of the employee's spouse or common-law partner;**
- (d) **A brother, sister, step-brother, step-sister, uncle, aunt, nephew, niece, grandchild or grandparent of the employee or of the employee's spouse or common-law partner;**
- (e) **A current or former foster parent of the employee or of the employee's spouse or common-law partner;**
- (f) **A current or former foster child, ward or guardian of the employee or of the employee's spouse or common-law partner;**
- (g) **The spouse or common-law partner of a person mentioned in any of the clauses (c), (d), (e) and (f);**
- (h) **Any other person whom the employee considers to be a close relative, whether or not they are related by blood, adoption, marriage or common-law relationship.**

33:05 An employee may end their compassionate leave earlier than eight (8) weeks by giving the Employer at least forty-eight (48) hours notice. Where an employee has been provided necessary time off under this section, and where the Employer has made arrangements for alternate staffing for covering the anticipated absence, the Employer shall have the right to cancel the relief shifts scheduled to cover the anticipated absence without additional cost.

33:06 Seniority shall accrue as per Article 11.

33:07 An employee may apply to utilize sick leave and/or discretionary leave time to cover part of the two (2) week employment insurance waiting period.

33:08 In the event that the death of a family member occurs during this period of leave, the employee shall be eligible for compassionate leave as outlined in Article 26.

Article 34 Holidays

34:01 The following are recognized holidays:

New Year's Day	Civic Holiday
Louis Riel Day (3 rd Monday in February)	Labour Day
Good Friday	Thanksgiving Day
Easter Monday	Remembrance Day
Victoria Day	Christmas Day
Canada Day	Boxing Day

Any other holiday proclaimed by Federal or Provincial Statute.

Unless otherwise agreed between the Employer and the Union, employees covered by this agreement, shall recognize Easter Sunday instead of Easter Monday and Christmas Eve instead of Boxing Day.

As the Employer operates a continuously operating service, it is not practical to have all staff absent on any one general holiday. An employee who works on one of the above recognized holidays, will be paid their holiday pay as calculated in paragraph two and in addition will receive overtime wages at time and one-half (1½x) for all hours worked on that day, as per the Employment Standards Code of Manitoba.

Employees receive general holiday pay unless:

- They are absent from work on a general holiday that is normally a workday and they are expected to work.
- They are absent from work, without permission, on their last schedule workday before the holiday or their first schedule workday after the holiday, unless they are absent because they are ill.

34:02 An employee is entitled to pay for a recognized statutory holiday on which he does not work provided:

- (a) the employee is available for work on their regular working day before and after the holiday;
- (b) reports for work on the holiday if the Employer requires and schedules it;

- (c) the employee did not absent him/herself from work without the Employer's consent on either the regular working day immediately preceding or following the holiday, unless their absence is by reason of an established illness.

Article 35 Vacation

35:01 For purposes of this Agreement, a vacation year is the period beginning on the first day of April and ending on the thirty-first day of March next following.

35:02 Employees shall earn vacation leave (hours) as follows:

- (a) An employee who has completed one (1) year continuous service, at the conclusion of the vacation year, shall receive vacation leave (hours) at the rate of four percent (4%) of regular hours paid in the concluding vacation year, to a maximum of eighty (80) hours. The vacation leave (hours) is to be taken in the next vacation year.
- (b) An employee who has completed five (5) or more years continuous service at the conclusion of the vacation year, shall receive vacation leave (hours) at the rate of six percent (6%) of regular hours paid in the concluding vacation year, to a maximum of one hundred twenty (120) hours. The vacation leave (hours) is to be taken in the next vacation year.

Effective April 1, 2012 increase to eight percent (8%) and maximum one hundred sixty (160) hours.

- (c) An employee who has completed nine (9) or more years continuous service at the conclusion of the vacation year shall receive vacation leave (hours) at the rate of eight percent (8%) of regular hours paid in the concluding vacation year, to a maximum of one hundred sixty (160) hours. The vacation leave is to be taken in the next vacation year.

Effective April 1, 2013 increase to ten percent (10%) and maximum two hundred (200) hours.

(d) Effective April 1, 2014 an employee who has completed nineteen (19) or more years continuous service at the conclusion of the vacation year shall receive vacation leave (hours) at the rate of twelve percent (12%) of regular hours paid in the concluding vacation year, to a maximum of two hundred forty (240) hours.

(e) When computing vacation leave (hours):

- (i) Any fraction of an hour equal to or greater than one-half ($\frac{1}{2}$) shall be computed as a half hour;
- (ii) Any fraction of an hour less than one-half ($\frac{1}{2}$) shall be computed as nothing.

35:03 Regular pay for each hour of vacation leave as per 35:02 (a), (b), (c) **and (d)** is based on the employee's hourly rate at the time the vacation leave is taken.

35:04 Vacation leave shall be calculated on regular hours paid and shall be exclusive of overtime and any and all other premiums.

35:05 **With** Employer approval, employees may be able to carry forward to the following vacation year up to forty (40) hours of vacation. **Hours greater than forty (40) will be reviewed by the Employer on a case by case basis and a written decision will be provided within fourteen (14) days to the employee by Human Resources.**

35:06 Notwithstanding 35:05, where the Employer has been unable to schedule part or all of an employee's vacation within the vacation year and, as a result, find it necessary to restrict the whole or part of the vacation leave of an employee, the Employer may authorize payment in lieu of vacation or vacation leave to be carried forward to the next following year. An employee whose vacation leave has been restricted may, in lieu of receiving such pay, elect to carry over such vacation leave to the following year.

35:07 During the first year of employment, prior to April, an employee may request and receive the employee's earned vacation leave.

- 35:08** (a) Vacation leave shall be granted on the basis of seniority and operational requirements.
- (b) Any grievances surrounding Section 35:08 are final at Step 2 of the grievance procedure and not arbitrable. A hearing will be held at Step 2 if a grievance is presented at Step 2.
- 35:09** An employee while on leave with pay and/or sick leave with pay shall be entitled to his vacation accrual in the same manner as if they were not absent from work.
- 35:10** Where one (1) or more Statutory Holidays fall within the vacation period(s) of an employee, an additional working day(s) shall either be added to the vacation period(s) if requested by the employee or be taken at some later date of the employee's choice, upon mutual agreement with the employee's immediate supervisor.

Article 36 Workers Compensation

- 36:01** 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.
- 36:02** Where an employee is injured on the job and is required to leave for medical treatment and/or is sent home by management due to the injury, the employee shall incur no loss in regular pay and benefits for the day on which the accident occurs.
- 36:03** Transportation to the nearest physician or hospital for employees requiring immediate medical care as a result of an on-the-job accident shall be provided by or at the expense of the Employer if it is not covered by a medical plan.
- 36:04** Where an employee is absent due to injuries or disabilities for which compensation is paid under The Workers' Compensation Act, vacation pay 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.

- 36:05** Even though there may be no immediate indication that an injury could be serious, it must be reported (employee to fill out WCB incident card and provide it to their supervisor immediately following the occurrence).

Article 37 Temporary Assignment Pay (Acting Pay)

- 37:01** Where an employee is required temporarily to perform the duties of a higher paid classification, he shall be paid at the higher classification salary, provided he works one (1) or more hours in the higher paid classification. When an employee becomes eligible for temporary assignment pay, all hours worked in the higher paid classification, will be paid at the higher rate of pay until the temporary assignment is completed.
- 37:02** Where an employee is directed to perform the work of a lower paid classification, he shall continue to be paid at his primary hourly rate of pay.
- 37:03** No employee(s) shall continue a temporary assignment for a period greater than thirty (30) working days in total, except where the assignment is to cover the period of extended sick leave, workers' compensation, income replacement indemnity (IRI) from Manitoba Public Insurance (MPI) maternity leave or other approved leave of absence. In the event that the requirement continues for longer than thirty (30) working days and is expected to continue, then the position will be posted as a vacant position.
- 37:04** Planned cross training or employee developmental shifts are not considered for temporary assignment or acting pay, as the individual does not normally assume all functions of the job. If cross training occurs, the Union will be notified of the training, its purpose and expected duration.

Article 38 Labour Management Committee

38:01 Establishment of Committee

A Labour Management Committee shall be established consisting of three (3) representatives of the Employer and three (3) representatives of the Union. The Committee shall enjoy the full support of both Parties in the interests of maximum service to customers and the maintaining of harmonious relations.

38:02 Chairperson of the Meeting

An Employer and a Union Representative shall be designated as joint chairpersons and shall alternate in presiding over meetings.

38:03 Jurisdiction of Committee

The committee shall not have jurisdiction over wages, or any matter of collective bargaining, including the administration of this Collective Agreement.

The committee shall not supersede the activities of any other committee of the Union or of the Employer and does not have the power to bind either the Union or its members, or the Employer to any decisions or conclusions reached in their discussions. The committee shall have the power only to make recommendations to the Union and the Employer with respect to its discussions and conclusions.

38:04 The committee shall meet at least two (2) times a year at a mutually agreeable time and place or more often as required. Its members shall receive a notice and agenda of the meeting at least forty-eight (48) hours in advance of the meeting. Employees shall not suffer any loss of pay for time spent with this committee.

38:05 Minutes of each meeting of the committee shall be prepared and signed by the joint chairpersons as promptly as possible after the close of the meeting. Minutes of these meetings will be taken alternately between a Union and Employer representative attending each meeting. The Union and the Employer shall each receive two (2) signed copies of the minutes.

38:06 The parties agree that in the interests of developing a progressive and open Employer/Employee relationship, the committee may meet more regularly than two (2) times a year if necessary.

Article 39 Justice and Dignity

39:01 Based on the principle that a person is innocent until proven guilty, the Employer agrees that it will not suspend an employee without pay nor dismiss

an employee in the event that the employee was charged with a criminal offence, until such time as the matter has been reviewed and disposed of through the arbitration process or as the case requires through courts, unless the charge is alleged by the Employer or arises out of an event with a guest of the casino or the employee poses a real threat to life, persons, or property in the workplace.

Article 40 Strikes and Lockouts

- 40:01** In view of the orderly procedures established by this Agreement for the settling of disputes and the handling of grievances, the Union and its members agree that, during the life of this Agreement, there will be no strike, interruption, slowdown or stoppage of work either complete or partial or any other interference which will halt, disrupt, limit or interfere with normal service or work.
- 40:02** The Employer agrees that there will be no lockout of employees during the life of this Agreement.

Article 41 Discrimination/Harassment

- 41:01** The Employer and the Union agree that discrimination and/or harassment should not occur in the workplace or in connection with the workplace.
- 41:02** Both parties agree that “discrimination” is defined as:
- (a) differential treatment of an individual on the basis of the individual’s actual or presumed membership in or association with some class or group of persons, rather than on the basis of personal merit; or
 - (b) differential treatment of an individual or group on the basis of any characteristic referred to in subsection :03; or
 - (c) differential treatment of an individual or group on the basis of the individual’s or group’s actual or presumed association with another individual or group whose identity or membership is determined by any characteristic referred to in subsection :03; or

- (d) failure to make reasonable accommodations for the special needs of any individual or group, if those special needs are based upon any characteristic referred to in subsection :03.

41:03 Applicable characteristics for the purposes of Article 41:02 (b) to (d):

- (a) ancestry, including color and perceived race;
- (b) religion or creed, or religious belief, religious association, or religious activity;
- (c) age;
- (d) gender, including pregnancy, the possibility of pregnancy, or circumstances related to pregnancy;
- (e) sexual orientation;
- (f) marital or family status;
- (g) source of income;
- (h) political belief, political association, or political activity;
- (i) physical or mental disability or related characteristics or circumstances;
- (j) place of residence;
- (k) membership or non-membership or activity in the Union;
- (l) ethnic background or origin;
- (m) nationality or national origin;
- (n) or any other form of discrimination as defined in the Manitoba Human Rights Code

41:04 Both parties agree that “harassment” is defined as:

- (a) a course of abusive and unwelcome conduct or comment undertaken or made on the basis of any characteristic referred to in Article 41:03; or
- (b) a series of objectionable and unwelcome sexual solicitations or advances;
or

- (c) a sexual solicitation or advance made by a person who is in a position to confer any benefit on, or deny and benefit to, the recipient of the solicitation or advance, if the person making the solicitation or advance knows or ought to reasonably know that it is unwelcome; or
- (d) threat or threat of reprisal for rejecting a sexual solicitation.

- 41:05** Harassment does not include appropriate direction, delegation, or discipline administered by a member of management or designate.
- 41:06** The Employer agrees to investigate allegations of discrimination/harassment and shall endeavour to resolve them in an expeditious and confidential manner.
- 41:07** The complainant will be updated by the Employer on the progress of the investigation.
- 41:08** There shall be no discrimination against any employee by the Employer or the Union because of Union activity.
- 41:09** It is recognized that in accordance with Section 11 of the Manitoba Human Rights Code, the Employer's employment equity initiatives shall not be considered a contravention of this Article.
- 41:10** **The Employer in cooperation with the Union shall educate all staff on what constitutes discrimination and/or harassment, including but not limited to psychological harassment, and the nuances associated with this behaviour.**

Article 42 Uniforms and Protective Clothing

- 42:01** All employees of MLC, Food & Beverage Services are provided with uniforms and protective clothing such as aprons and hand protection. All uniforms and protective clothing are laundered or dry cleaned by Manitoba Lotteries Corporation at no cost to employees. Uniforms must not be taken off the premises of MLC, Food & Beverage Services.

42:02 All replacement costs of lost or willfully damaged uniforms are to be borne by the employee.

42:03 Back of House

Where an employee is required, as a condition of employment, to provide and wear approved safety footwear during the course of the employee's regular duties the employee will be eligible for an allowance once per fiscal year to help offset the cost of the employee purchasing approved safety footwear. The allowance will be up to one hundred fifty dollars (\$150).

Front of House

Where an employee is required as a condition of employment to wear Employer approved slip resistant footwear, the employee will be eligible for an allowance once per fiscal year to help offset the cost of the employee purchasing the approved slip resistant footwear. The allowance we be up to fifty dollars (\$50).

42:04 The allowances referred to above will be paid under the following conditions:

- (a) the safety footwear purchased must be approved by the Canadian Standards Association; and
- (b) the employee must obtain their footwear in the manner prescribed by Manitoba Lotteries;
- (c) the employee must have purchased the safety footwear specifically for employment with Manitoba Lotteries;
- (d) the employee must return his or her most recently purchases safety footwear for recycling or donation to a charitable organization.

42:05 All employees covered by this Collective Agreement may wear an MGEU pin. The pin must be approved by the Executive Director, Human Resources or designate.

Article 43 Benefit Plan

43:01 The Employer agrees to provide a benefit plan as outlined in Articles 43:03 to 43:07 below to employees of MLC, Food & Beverage Services beginning on July 1, 2003.

43:02 All employees who have completed their probationary period and who work an average of more than twenty (20) hours per week over a six (6) month period will be entered into the employee benefit plan, provided the Collective Agreement has been ratified. The waiting period for coverage is six (6) months for full time employees and one (1) year for part time employees.

Employee's work history will be reviewed every six (6) months, beginning in April 2003 to determine benefit plan eligibility and continuance. Part-time employees, for benefit purposes, are defined as working more than twenty (20) hours per week and full-time employees are defined as working forty (40) hours per week.

Coverage will be provided under the plan and as defined in the Benefits Plan Booklets.

Part-time employees will be eligible for family coverage based on fifty percent (50%) of the coverage amounts applicable for full-time employees up to eighty percent (80%) of the maximum.

A list of all eligible employees will be provided to the Union April and October of each year.

43:03 All benefit premium costs will be borne by the Employer as per the Plan and coverage will include Dental, Vision, Drug, Hospital and Ambulance.

Extended Health Benefit is offered as an optional one hundred percent (100%) employee paid benefit. Coverage includes Accidental Dental, Physiotherapy, Chiropractic, Speech Therapy, Osteopathy, etc. A full list of benefits will be published separately.

Travel Health Insurance is offered as an optional one hundred percent (100%) employee paid benefit. Travel Health Insurance covers one hundred

percent (100%) of emergency travel health costs outside the province. All premium rates are subject to change by the carrier.

43:04 Dental Services Plan

The basis for payment for covered services shall be the current Manitoba Dental Association (MDA) Fee Guide.

The current MDA Fee Guide will be implemented effective January 1 of each respective year.

Dental coverage will continue for the first seventeen (17) weeks of a Maternity Leave.

The annual maximum per claim will be as follows:

- Effective January 1, 2011 - \$1,675.
- **Effective January 1, 2012 - \$1,675.**
- **Effective January 1, 2013 - \$1,675.**
- **Effective January 1, 2014 - \$1,675.**

The orthodontic lifetime maximum will be \$1,675.

43:05 Drug Care Plan

The Employer agrees to implement a Drug Care Plan as follows:

- (a) Eligibility requirements for employees and dependents will be the same as the Dental Services Plan;
- (b) Co-insurance will be based on eighty percent (80%) reimbursement;
- (c) The maximum payment per contract (family) will be as follows:
 - January 1 2011 - five hundred dollars (\$500) per year.
 - **January 1, 2012 - five hundred fifty dollars (\$550) per year.**
 - **January 1, 2013 - six hundred dollars (\$600) per year.**
 - **January 1, 2014 - seven hundred dollars (\$700) per year.**

43:06 Vision Care Plan

The maximum per claimant under the Vision Care Plan effective January 1, **2011** is two hundred fifty dollars (\$250) every twenty-four (24) months.

Effective January 1, 2012, the maximum per claimant will increase to three hundred twenty-five dollars (\$325) every twenty-four (24) months.

43:07 Group Life Insurance Plan

Effective January 1, 2009, employees will be included in a group life insurance plan on the following basis:

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

43:08 Critical Illness Coverage

Critical Illness Coverage **is provided** for **all** eligible full-time and part-time employees.

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

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

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

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

43:09 Long Term Disability

Eligible full-time and eligible part-time employees will be entitled to Long Term Disability as follows:

1. For the life of this Agreement commencing January 1, 2008, the LTD plan will be self-insured through MLC and administered externally.
2. Eligible full-time and part-time employees will participate in the plan if approved by the administrator of the plan.
3. The administering of this program will require an outside third party and the cost associated with the administration of the LTD program will be equally shared fifty-fifty (50/50) between MLC and the employees.
4. The MLC agrees to provide a MGEU Staff Representative with regular updates regarding the tendering and implementation of this program.
5. An appeal mechanism will be outlined in any plan that is outlined.

43:10 Short Term Disability

Eligible full-time and eligible part-time employees will be entitled to Short Term Disability as follows:

1. For the life of this Agreement commencing January 1, 2008, the STD plan will be self-insured through MLC and administered externally.
2. Eligible full-time and part-time employees will participate in the plan if approved by the administrator of the plan.
3. The administering of this program will require an outside third party and the cost associated with the administration of the STD program will be equally shared fifty-fifty (50/50) between MLC and the employees.

43:11 Civil Service Superannuation Fund

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

1. **Existing MGEU employees not participating in the Civil service Superannuation Fund (CSSF) when offered in 2008 will not be allowed to participate in the Fund in the future.**

2. All new MGEU member employees will be enrolled in the Civil Service Superannuation Fund (CSSF) according to the Civil Service Superannuation Act.
3. The current contribution level under the Civil Service Superannuation Fund is as follows:

<u>Employer Contribution</u>	<u>Employee Contribution</u>
5.1%	6%

Beyond the YMPE, the contributions increase to seven percent (7%) for both the Employer and the employee.

It should be noted that proposed Superannuation contribution rate increases for the Employer and employee are as follows:

- July 1, 2012 - .5% (point five percent increase)
 - January 1, 2013 - .5% (point five percent increase)
 - January 1, 2014 - .5% (point five percent increase)
 - January 1, 2015 - .5% (point five percent increase)
4. It is noted that any future increases as realized and directed by the Manitoba Government and the Manitoba Superannuation Pension Act will be complied with by the parties to this Collective Agreement.

43:12 Health Spending Account

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

1. The HSA shall become applicable to claims for allowable expenses (as determined by the account plan) incurred.
2. Effective October 1, 2010, maximum claims shall be one hundred seventy-five dollars (\$175) per year per full-time employee and eighty-seven dollars and fifty cents (\$87.50) per year per part-time employee.
3. Effective October 1, 2011, maximum claims shall be two hundred fifty dollars (\$250) per year per full time employee and one

hundred twenty-five dollars (\$125) per year per part-time employee.

4. Employees can apply for reimbursement once claims total fifty dollars (\$50) (i.e. the “trigger point”).
5. Reimbursement for claims is once every two (2) months.
6. An employee must file a claim.
7. Employees to receive annual statements
8. The plan shall use Revenue Canada’s definition of dependents (i.e.: an employee can pay HSA eligible expenses for anyone for whom they can claim a tax deduction).
9. Plan coverage and administration is to be determined by the Employer.

Article 44 Rates of Pay

44:01 All new employees shall be paid at the established start rate for their position. All employees will progress to the established rate of pay upon completion of their probationary period, as set forth in the attached wage summary by classification (Salary Schedules “A” and “B”).

Article 45 Health and Safety

45:01 The Employer and the Union recognize that safety, accident prevention and the preservation of health are of primary importance in all operations of the Employer and that these activities require the combined efforts of the Employer, employees, and the Union.

45:02 The Employer will continue to provide its employees with safe working conditions, equipment and materials, and will continue to ensure that all reasonable precautions are taken.

45:03 The Union will continue to make every effort to obtain the cooperation of each employee within the bargaining unit in the observation of all reasonable safety rules, practices and procedures.

- 45:04** Every employee shall take all reasonable precautions and follow all reasonable safety rules, practices and procedures in order to protect his safety and health and the safety and health of any other persons who may be affected by his acts or omissions at work.
- 45:05** The parties recognize the importance of establishing Workplace Health and Safety Committees to enhance the ability of employees and Managers to resolve health and safety concerns. It is recognized that the initiative in requesting the establishment of a Workplace Health and Safety Committee may come from the Employer and/or the employees in the workplace and/or the Union.
- 45:06**
- (a) The Workplace Health and Safety Committee shall consist of at least three (3) employee representatives. The number of Employer representatives may be fewer than or equal to the number of employee representatives.
 - (b) Each party shall elect or appoint its representatives to a committee freely and without interference.
 - (c) Committee members shall have a term of office of one (1) year and members are eligible for re-election or re-appointment.
 - (d) The committee shall have two (2) co-chairpersons, one chosen by and from the employee representatives. The co-chairpersons shall alternate the function of chairing the meetings of the committee and may participate fully in the deliberations and discussions of the committee.
 - (e) Committees shall meet regularly at intervals to be determined by the committee but normally not less than quarterly.
 - (f) Except for the calling of special meetings, there shall be at least seventy-two (72) hours prior notice when calling committee meetings.
 - (g) Efforts should be made to schedule committee meetings, functions or duties during the employees' work time, but if this is not possible, meetings may be held during an employee's off duty hours.

- (h) Employee representatives who are members of a Workplace Health and Safety Committee and who are scheduled to meet during off duty hours shall be compensated at straight time for time spent in such meetings, functions or duties.
- (i) The quorum for meetings shall consist of one-half ($\frac{1}{2}$) of the management members and one-half ($\frac{1}{2}$) of the employee members.
- (j) The Employer shall provide a prominent place where information relating to health and safety subjects may be posted. Information posted shall include:
 - (i) the names of all committee members and their terms of office;
 - (ii) the scheduled meeting dates of the committee;
 - (iii) the agenda for each meeting;
 - (iv) the minutes of the previous meeting.
- (k) Minutes of all committee meetings are required. Minutes shall consist of matters relating to the receipt and disposition of safety and health concerns. The minutes shall be signed by both chairpersons. Where there is disagreement as to the accuracy or content, either party may so note the disagreement and place their comments on the minutes prior to signing. When the minutes are signed by both co-chairpersons, the management co-chairperson shall retain the original for the records of the committee, forward a copy to the Workplace Safety and Health Division, post a copy as provided in subsection (j) above and forward a copy to members of the committee.
- (l) Any material addressed to the committee shall be distributed as soon as possible by the person receiving same to the other committee members.

45:07 The objectives of Workplace Health and Safety Committees include:

- (a) assisting employees to identify, record, examine, evaluate and resolve health and safety concerns in the workplace;

- (b) developing practical procedures and conditions to help achieve health and safety in the workplace;
- (c) promoting education and training programs to develop detailed knowledge of health and safety concerns and responsibilities in each individual workplace.

45:08 Where a supervisor knows that any condition exists at a workplace that is unusually dangerous to the safety and health of an employee, he shall not require or permit an employee to engage in, carry on or continue to work in that workplace under that condition.

45:09 (a) Where an employee has reason to believe, and does believe, that a condition exists that is dangerous to his safety or health in the performance of his work he shall report that condition to his supervisor.

(b) The supervisor, upon being notified under (a) above, shall inspect the condition with the employee and discuss the employee's reasons for believing the condition to be dangerous. The co-chairpersons of the Health and Safety Committee may be asked to participate.

(c) If the employee is unsatisfied with the supervisor's decision or, if the supervisor refuses to inspect the condition, the employee shall contact the Health and Safety Committee representative to ensure the committee reviews said condition.

(d) Should the Health and Safety Committee fail to satisfy the employee, the Committee shall contact in writing or by telephone, the Workplace Health and Safety Division without delay.

(e) If the employee refuses to work because of his belief that the condition is dangerous, he must be available to perform other work assigned to him.

45:10 Where an employee has refused to perform work in accordance with the Article, no other employee shall be assigned the particular work unless such employee is notified of the refusal and the reasons for the refusal, if known.

- 45:11** Nothing in this Article prevents the doing of any work or thing that may be necessary in order to remedy the dangerous conditions described in Articles 45:08 and 45:09.
- 45:12** Disciplinary action shall not be taken against an employee solely for the reason that he made a report under Article 45:09; and he refused to work or continue to work under the conditions described under Article 45:09 provided a Health and Safety Officer has reported in writing that the employee had reasonable and probable grounds for believing that those conditions were dangerous to his safety or health.
- 45:13** **Upon the request of an employee working within a Casino, Security shall provide an escort to the employee's vehicle at the earliest available time.**

Article 46 Duration

- 46:01** The duration of this Agreement will be for a period of four (4) years, beginning on April 01, **2011** and ending on March 31, **2015**.
- 46:02** Either party to this Agreement may, not less than thirty (30) days but not more than ninety (90) days before the expiry date, give notice in writing to the other party of the desire to renew or revise the Agreement.
- 46:03** The current Agreement will remain in force until such time as a new Agreement is negotiated.

Article 47 Pro-Rating Factor

- 47:01** Where the term pro-rating factor is used in this Collective Agreement, it shall be calculated as follows:
- (a) Any hours in the preceding two (2) full bi-weekly pay periods divided by one hundred sixty (160).
- e.g. Holiday calculation:

- (i) Holiday shall be deemed to fall in the third full bi-weekly pay period.
 - (ii) Calculate any hours worked in the preceding two (2) full bi-weekly pay periods.
 - (iii) Divide number arrived at in (ii) by one hundred sixty (160).
 - (iv) Multiply eight (8) hours times the pro-rating factor arrived at in (iii) to determine the employee's entitlement.
- (b) For the purpose of this Article, any hours worked shall be regular hours exclusive of overtime hours worked.

Article 48 Discretionary Leave Time (DLT)

48:01 It is agreed by both parties that discretionary leave time may be granted by the Employer where an employee is unable to be at work as a result of illness, injury, family emergencies, etc. and shall not be unreasonably denied.

48:02 Under the discretionary leave time program, full-time employees who have completed their probationary period will receive the following discretionary leave time in their DLT bank:

April 1, 2011 - fifty-six (56) hours

April 1, 2012 - fifty six (56) hours

April 1, 2013 - fifty six (56) hours

April 1, 2014 - fifty six (56) hours

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

48:03 Under the discretionary leave time program, part-time employees who have completed their probationary period will receive discretionary leave time at a level pro-rated to reflect their hours worked over the previous year but at a level no higher than that outlined in Article 48:02 above.

48:04 Discretionary leave time credits may also be pre-booked for personal matters subject to management approval.

48:05 In the event of such absences, discretionary leave time may be used in increments ranging from a minimum of one (1) hour to a maximum of the time remaining in an employee's DLT bank. Discretionary leave time shall be reduced by the amount of DLT paid by the Employer for the absence.

48:06 Discretionary leave time may be accumulated (banked) to a maximum of two hundred eighty (280) hours.

48:07 At the employee's discretion, discretionary leave time in excess of twenty-four (24) hours may be paid out in a given year. However, the maximum cash out shall not exceed forty (40) hours in a fiscal year.

Staff may elect to exercise the forty (40) hour pay out option, or as per Article 48:04 take the time in lieu of cash out, i.e., personal time subject to management approval.

48:08 The crediting of DLT hours will be pro-rated for those employees who have completed their probationary period and, following the probationary period, they shall be credited back those DLT hours earned from their start date.

Casual employees who convert to full-time or part-time status will receive DLT hours in the amount of twelve (12) hours DLT time for full-time, and six (6) hours DLT time for part-time, following three (3) months in the probationary period. These hours are not in addition to DLT normally issued to full and part-time employees on April 1 of a given year.

48:09 An employee who will be absent for any reason shall call an area as designated by the Employer. This should be done at least two (2) hours prior to the commencement of the shift.

Article 49 Shift Bidding

49:01 Shift bidding will be conducted once per year and afford full-time employees within a classification the opportunity to select which shift (days/swing/nights) they prefer to work. The bidding process will take place between January and March of each year and take effect in April for the twelve (12) months following.

- 49:02** The number of employees required on a shift will be established by management and will be based on operational requirements.
- 49:03** Shift bidding will take into consideration the employee's seniority hours and their ability and qualifications to perform the duties required.
- 49:04** When a block becomes available in between the shift bidding process, it will be offered to those within the classification on the basis of seniority commencing with those who are full-time in status followed by those who are part-time in status.
- 49:05** An employee requiring accommodations under the modified work program will not be displaced through the shift bidding process, nor can they displace others within the classification once placed under the modified work program.
- 49:06** Shift bidding will only occur within the employee's primary classification and work location. Cross site shift bidding is not permitted.
- 49:07** An employee accepting an opportunity within another classification will be placed on the shift where the vacancy occurred, and must wait until the next shift bidding process to exercise their seniority.

Article 50 Transportation

- 50:01** Where an employee is asked and authorized to use their privately owned vehicle on Employer related business, they shall be reimbursed as follows:
- (a)** Distances up to 12,000 kilometres (km) per year as of April 1, 2009 = forty cents (40¢) per km.
 - (b)** Distances over 12,000 kilometres (km) per year as of April 1, 2009 = thirty-two point two cents (32.2¢) per km.
- (Distance is that accumulated in the fiscal year April 1 to March 31)**

Effective April 1, 2012 the above rates will be adjusted as follows:

- (a) Distances up to 12,000 km = forty-one cents (41¢) per km.
- (b) Distances over 12,000 km = thirty-three cents (33¢) per km.

- 50:02 The above allowances cover all costs relative to the operation of the vehicle, except parking which may be claimed as incurred.
- 50:03 Where the Employer assigns an employee from one (1) work location to another during the employee's shift, the travel time involved shall be paid as time worked.
- 50:04 The Employer will continue to encourage the use of public transit and in so doing will, for the life of this Agreement, continue with the EcoPass Program or some similar program as warranted.

Article 51 Training

- 51:01 (a) Where the Employer requires and authorizes employees to attend training they shall be paid at their regular rate for all hours of instruction.
- (b) Any overtime resulting from the training required and authorized by management will be paid in accordance with Article 22.
- 51:02 Where employees voluntarily attend training courses to upgrade or increase their job related skills, they shall do so at no cost to the Employer. Time spent attending such training courses is not considered time worked and will not be paid by the Employer unless mutually agreed upon by the Employer and the employee.
- 51:03 Where training is to take place and there is a limit on the number of participants, the selection of participants by the Employer, shall be on the basis of operational needs and where appropriate the length of service of the employees being considered for training.

Article 52 Casual Employees

- 52:01** The hourly rate of pay for casual employees shall be the hiring rate of pay as set out in Salary Schedules “A” and “B” for the classification they are performing and other statutory entitlements.
- 52:02** Retroactive to their first day of active employment, seniority shall accumulate on the basis of regular hours worked for the sole purpose of attaining a permanent position or term position subject to Article 12. Such casual seniority will not take priority over full-time or part-time employee seniority.
- 52:03** When a casual employee is appointed to a permanent full-time or permanent part-time position the employee will be credited for seniority purposes with the amount of regular hours worked as a casual employee.
- 52:04** A casual employee who is converted to full-time or part-time status will be required to complete the standard probationary period as per Article 14.
- 52:05** The Employer agrees to deduct Union dues in an amount specified by the Union in any pay period for which the casual employee received any payment in accordance with Article 6.


This Agreement signed and dated this 26 day of October, 2011, at the City of Winnipeg, in the Province of Manitoba.



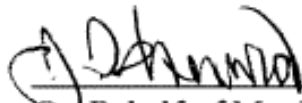
On Behalf of Manitoba Lotteries Corporation, Food & Beverage Services



On Behalf of Manitoba Government and General Employees' Union



On Behalf of Manitoba Lotteries Corporation, Food & Beverage Services



On Behalf of Manitoba Government and General Employees' Union

Appendix “A” - Banquet Tips

It is believed that **pooling banquet tips is necessary** to ensure a high quality of customer service **and as a reward for teamwork**.

There is one (1) **banquet** tip pool and it will be administered as follows:

1. Banquet tips will be distributed **fifty percent (50%)** to those Food & Beverage employees involved in the service, setup and tear down of a function;
2. **All kitchen staff as designated by the Kitchen Supervisor will share in the remaining fifty percent (50%) of the tips received. Kitchen staff will be rotated so as to equalize the opportunity to receive tips.**
3. **Tips will be distributed on a per function basis to each individual based on hours worked in relationship to the function, and this includes those performing cleanup and dishwashing duties.**
4. **A bi-weekly banquet tip summary consisting of the date and name of the function, gratuity breakdown, hours worked by the employees and the total gratuity received will be made available to an employee representative for verification and sign-off on a bi-weekly basis.**
5. **An employee involved in a function may request to review the tip summary with an appropriate representative of management, should any concerns arise. Arrangements for a review will take place within seventy-two (72) hours of the request exclusive of weekends.**

Letter of Understanding

between

**Manitoba Lotteries Corporation
Food & Beverage Services**

and

Manitoba Government and General Employees' Union

Re: Changes to Pay Plans

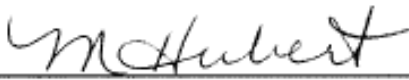
The parties agree to the following changes under Salary Schedules "A" and "B":

1. **The inclusion of FSA (Food Service Attendant).**
2. **The elimination of the Baker classification. Red circle the incumbent.**
3. **Continue to Grandfather those individuals within the Relief Cook classification.**
4. **The inclusions of the Buser/Expeditor and Cashier classification.**

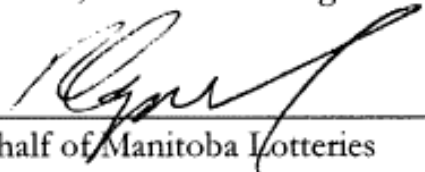
This Agreement signed and dated this 26 day of October, 2011, at the City of Winnipeg, in the Province of Manitoba.



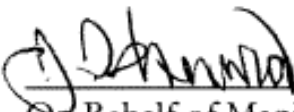
On Behalf of Manitoba Lotteries Corporation, Food & Beverage Services



On Behalf of Manitoba Government and General Employees' Union



On Behalf of Manitoba Lotteries Corporation, Food & Beverage Services



On Behalf of Manitoba Government and General Employees' Union

Letter of Understanding

between

**Manitoba Lotteries Corporation
Food & Beverage Services**

and

Manitoba Government and General Employees' Union

Re: Request for Retroactivity

Retroactive **wage increase, if any**, shall be made payable following the date of ratification of the Agreement to those former employees who terminated their employment and/or retired after April 1, 2011.

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

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

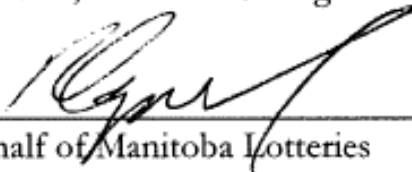
This Agreement signed and dated this 26 day of October, 2011, at the City of Winnipeg, in the Province of Manitoba.



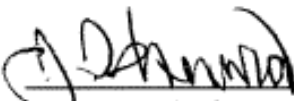
On Behalf of Manitoba Lotteries Corporation, Food & Beverage Services



On Behalf of Manitoba Government and General Employees' Union



On Behalf of Manitoba Lotteries Corporation, Food & Beverage Services



On Behalf of Manitoba Government and General Employees' Union

Letter of Understanding

between

**Manitoba Lotteries Corporation
Food & Beverage Services**

and

Manitoba Government and General Employees' Union

Re: Front of House Tips (Pilot)

The parties hereby agree to the following:

- 1. All Front of House tips will remain with the individuals providing the service and receiving the tip;**
- 2. A tip box will be placed in an appropriate location as an option for patrons and Front of House staff (Servers, Bartenders) to voluntarily reward Back of House service;**
- 3. The tips that have been placed into the tip box will be collected daily and distributed to each Back of House individual covered by this Agreement based on the hours worked;**
- 4. A committee will be established following ratification with representation from both the membership and management. The committee will determine the appropriate location, size, labelling and any other relevant information as it pertains to the tip box and the procedures/processes to be followed;**
- 5. The committee with the assistance of management will record and provide written documentation as it pertains to the collection of tips and the payment breakdown; and**

6. As this is a pilot project a review will be conducted at three (3) and six (6) months to determine the viability of continuing with this arrangement beyond the six (6) month pilot period.

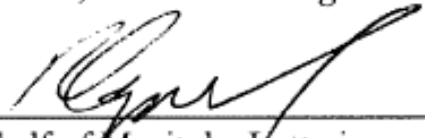
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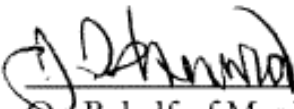
On Behalf of Manitoba Lotteries
Corporation, Food & Beverage Services



On Behalf of Manitoba Government
and General Employees' Union



On Behalf of Manitoba Lotteries
Corporation, Food & Beverage Services



On Behalf of Manitoba Government
and General Employees' Union

Letter of Understanding

between

**Manitoba Lotteries Corporation
Food & Beverage Services**

and

Manitoba Government and General Employees' Union

Re: Reintroduction of Former Classifications

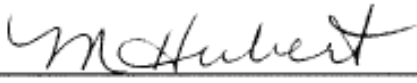
It is a possibility that due to operational needs and over the terms of this Agreement, the Employer, Manitoba Lotteries, may reintroduce classifications that have been active previously, as an example the Baker classification.

Prior to the reintroduction of a once active classification, discussions will be held with the Union. The standard recruitment process will be utilized in the filing of these classifications.

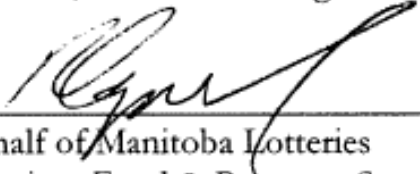
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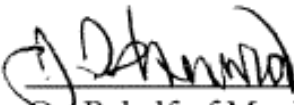
On Behalf of Manitoba Lotteries Corporation, Food & Beverage Services



On Behalf of Manitoba Government and General Employees' Union



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Letter of Understanding

between

**Manitoba Lotteries Corporation
Food & Beverage Services**

and

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Re: Definition of Seniority Hours

The parties hereby agree that employees who were originally hired and worked under "Fresh Food Management" will have their seniority date as date of hire.

The parties further agree that all other employees hired by Manitoba Lotteries in the Food & Beverage Department will begin accruing seniority hours as of their start date as a permanent part-time or full-time employee under the terms and conditions of the Collective Agreement Article 11. To further clarify this will mean that employees who are hired originally as casual will not accrue seniority until their status changes to part-time or full-time.


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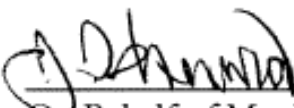
On Behalf of Manitoba Lotteries Corporation, Food & Beverage Services



On Behalf of Manitoba Government and General Employees' Union



On Behalf of Manitoba Lotteries Corporation, Food & Beverage Services



On Behalf of Manitoba Government and General Employees' Union

Salary Schedule "A" - Front of House

April 1, 2011 to March 31, 2015

Pay Level 1	Effective Date	Minimum	Maximum
Floor Porter	April 1, 2011	10.00	10.50
Host/Cashier (includes Senior Host)	April 1, 2012	10.00	10.50
Beverage/Dining Room Server	April 1, 2013	10.29	10.80
Jaguars Cashier/Lounge Server	April 1, 2014	10.59	11.11
Ice Cream Shoppe Attendant			

Pay Level 2	Effective Date	Minimum	Maximum
Relief Staff, Front of House	April 1, 2011	11.80	12.36
Bartender	April 1, 2012	11.80	12.36
	April 1, 2013	12.14	12.72
	April 1, 2014	12.49	13.09

Pay Level 5	Effective Date	Minimum	Maximum
Shift Supervisor, Lounge	April 1, 2011	17.34	17.88
Supervisor, Front of House	April 1, 2012	17.34	17.88
	April 1, 2013	17.84	18.40
	April 1, 2014	18.36	18.93

Pay Level 6	Effective Date	Minimum	Maximum
Food Service Attendant (FSA)	April 1, 2011	11.13	11.69
	April 1, 2012	11.13	11.69
	April 1, 2013	11.45	12.03
	April 1, 2014	11.78	12.38

Banquet / Special Functions

Pay Level 1	Effective Date	Minimum	Maximum
Banquet Bartender / Server (FSA)	April 1, 2011	11.13	11.69
	April 1, 2012	11.13	11.69
	April 1, 2013	11.45	12.03
	April 1, 2014	11.78	12.38
Pay Level 5	Effective Date	Minimum	Maximum
Banquet Captain	April 1, 2011	17.34	17.88
	April 1, 2012	17.34	17.88
	April 1, 2013	17.84	18.40
	April 1, 2014	18.36	18.93

Salary Schedule "B" - Back of House

April 1, 2011 to March 31, 2015

Pay Level 1	Effective Date	Minimum	Maximum
Receiver / Steward	April 1, 2011	11.46	12.01
Buffet Attendant	April 1, 2012	11.46	12.01
	April 1, 2013	11.79	12.36
	April 1, 2014	12.13	12.72
Pay Level 2	Effective Date	Minimum	Maximum
Cook III	April 1, 2011	11.78	12.34
	April 1, 2012	11.78	12.34
	April 1, 2013	12.12	12.70
	April 1, 2014	12.47	13.07
Pay Level 3	Effective Date	Minimum	Maximum
Cook II	April 1, 2011	12.51	13.06
Relief Cook	April 1, 2012	12.51	13.06
	April 1, 2013	12.87	13.44
	April 1, 2014	13.24	13.83
Pay Level 4	Effective Date	Minimum	Maximum
Cook I	April 1, 2011	13.24	13.80
	April 1, 2012	13.24	13.80
	April 1, 2013	13.62	14.20
	April 1, 2014	14.01	14.61
Pay Level 6	Effective Date	Minimum	Maximum
Chef de Partie	April 1, 2011	17.34	17.88
Junior Sous Chef	April 1, 2012	17.34	17.88
	April 1, 2013	17.84	18.40
	April 1, 2014	18.36	18.93

Pay Level 7	Effective Date	Minimum	Maximum
Production Chef	April 1, 2011*	17.81	18.37
	April 1, 2012	17.81	18.37
	April 1, 2013	18.33	18.90
	April 1, 2014	18.86	19.45