

Collective Agreement

between

Manitoba Liquor & Lotteries Corporation

and

Manitoba Government and General Employees' Union

Locals 56, 57, 58, 59, 60 and 61

March 25, 2022 to March 24, 2026

Table of Contents

Article 1	Purpose of Agreement.....	1
Article 2	Duration of Agreement	1
Article 3	Application of Agreement	2
Article 4	Recognition and Scope of Bargaining Agent	3
Article 5	Definitions	3
Article 6	Interpretation.....	8
Article 7	Discrimination.....	8
Article 8	Union Business	8
Article 9	Bulletin Boards.....	10
Article 10	Union Security.....	10
Article 11	Contracting Out	12
Article 12	Job Classifications	12
Article 13	Local Officers and Stewards	13
Article 14	Employer's Rights.....	14
Article 15	Seniority	15
Article 16	Employment Practices	17
Article 17	Recruitment and Promotion	18
Article 18	Transfers and Relocations	20
Article 19	Travelling and Transportation.....	22
Article 20	Acting Status.....	22
Article 21	Hours of Work.....	24
Article 22	Overtime	26
Article 23	Pay Practices	29
Article 24	Education	33
Article 25	Additions.....	34
Article 26	Labour Management Committees.....	35
Article 27	Technological Change	36

Article 28	Uniforms, Protective Clothing and Footwear	38
Article 29	Resignation.....	42
Article 30	Layoff.....	42
Article 31	Bumping Rights	44
Article 32	Employee Performance Review and Employee Files	45
Article 33	Suspensions and Dismissals	46
Article 34	Grievance and Arbitration Procedure	47
Article 35	Premiums.....	50
Article 36	Longevity	51
Article 37	Remoteness Allowance	52
Article 38	Statutory Holidays.....	53
Article 39	Vacations With Pay	55
Article 40	Sick Leave	59
Article 41	Compassionate Leave	62
Article 42	Leave for Other Reasons.....	63
Article 43	Leave for Birth or Adoption of Child.....	66
Article 44	Workers Compensation.....	66
Article 45	Maternity Leave/Parental Leave	67
Article 46	Group Life Premiums.....	70
Article 47	Accidental Death and Dismemberment Premiums	70
Article 48	Ambulance, Hospital Semi-Private Plan, and Health Care Spending Account (HCSA).....	70
Article 49	Retirement/Termination Allowance	73
Article 50	Effect of Refusal to Facilitate Struck Employer.....	73
Article 51	Pay Plan	74
Article 52	Employer Liability.....	74
Article 53	Dental Plan	75
Article 54	Court Leave	76
Article 55	Workplace Health and Safety Committee	76
Article 56	Robbery or Aggravated Assault	77

Article 57	Consultation Provision	77
Article 58	Vision Care and Hearing Aid Plan	78
Article 59	Harassment	79
Article 60	Stores Operations	80
Article 61	Flex Benefits Plan - Full-time and Part-time Employees	82
	Full-Time Flex Health & Dental Plan	82
	Part-Time Flex Health & Dental Plan	84
Article 62	Registration Fees	85
Article 63	Excluded Articles	85
	Memorandum of Agreement No. 1	89
	Re: Group Life Insurance - Accidental Death and Dismemberment	
	Memorandum of Agreement No. 2	90
	Re: Short Term Disability Plan	
	Memorandum of Agreement No. 3	92
	Re: Funding of the Short Term Disability Plan (STD) and Payback in to the Sick Credit Pool	
	Memorandum of Agreement No. 4	94
	Re: Long Term Disability Plan	
	Memorandum of Agreement No. 5	95
	Re: Employee and Family Assistance Plan	
	Memorandum of Agreement No. 6	96
	Re: Sweaters	
	Memorandum of Agreement No. 7	97
	Re: Standby Compensation for Systems Support	
	Memorandum of Agreement No. 8	99
	Re: Standby Compensation for Maintenance Employees	
	Memorandum of Agreement No. 9	101
	Re: Store Decals	
	Memorandum of Agreement No. 10	102
	Re: Store Management Development Program	

Memorandum of Agreement No. 11	105
Re: Activity Base/Paired Days Off Scheduling in Retail Stores	
Memorandum of Agreement No. 12	107
Re: Christmas Scheduling	
Memorandum of Agreement No. 13	109
Re: Carry Over of Vacation Credits to Retirement	
Memorandum of Agreement No. 14	111
Re: Use of Privately Owned Vehicles for Employer Business	
Memorandum of Agreement No. 15	112
Re: Secondment of Full-time Employees	
Memorandum of Agreement No. 16	114
Re: Scheduling of Part-time Retail Employees	
Memorandum of Agreement No. 17	118
Re: Benefits for Retail Part-Time Employees with Minimum Hours Assurance	
Memorandum of Agreement No. 18	119
Re: Full-time Employees Retiree Health Care Spending Account	
Memorandum of Agreement No. 19	120
Re: Part-Time Employees Retiree Health Care Spending Account	
Memorandum of Agreement No. 20	121
Re: Fitness Reimbursement / Wellness Allowance	
Memorandum of Agreement No. 21	123
Re: Eligibility Lists	
Memorandum of Agreement No. 22	125
Re: Leaves Referenced in the Employment Standards Code	
Memorandum of Agreement No. 23	126
Re: Employee Request for Status Change from Full-Time to Part- Time	
Memorandum of Agreement No. 24	128
Re: Shift Bidding in the Distribution Centre	

Memorandum of Agreement No. 25	131
Re: Excluded Positions	
Memorandum of Agreement No. 26	132
Re: 4 Day Work Week in the Distribution Centre (DC):	
Memorandum of Agreement No. 27	134
Re: Ten New Full Time Customer Service Clerk Positions:	
Memorandum of Agreement No. 28	135
Re: Retail Store Statutory Holiday Closures:	
Memorandum of Agreement No. 29	136
Re: Pandemic/Essential Services:	
Memorandum of Agreement No. 30	137
Re: Lump Sum Payment:	
Memorandum of Agreement No. 31	139
Re: Wage Re-Opener:	
Memorandum of Agreement No. 32	143
Re: Salary Scale – No Incumbent:	
Appendix A-1 (Pay Plan)	145
Appendix A-2 (Pay Plan)	145
Appendix A-3 (Pay Plan)	150

*All changes appear in **bold**.

Alphabetical Table of Contents

Article 47	Accidental Death and Dismemberment Premiums	70
Article 20	Acting Status.....	22
Article 25	Addictions.....	34
Article 48	Ambulance, Hospital Semi-Private Plan, and Health Care Spending Account (HCSA).....	70
Article 3	Application of Agreement	2
Article 9	Bulletin Boards.....	10
Article 31	Bumping Rights	44
Article 41	Compassionate Leave	62
Article 57	Consultation Provision.....	77
Article 11	Contracting Out	12
Article 54	Court Leave	76
Article 5	Definitions	3
Article 53	Dental Plan.....	75
Article 7	Discrimination.....	8
Article 2	Duration of Agreement	1
Article 24	Education	33
Article 50	Effect of Refusal to Facilitate Struck Employer.....	73
Article 32	Employee Performance Review and Employee Files	45
Article 52	Employer Liability.....	74
Article 14	Employer's Rights.....	14
Article 16	Employment Practices	17
Article 63	Excluded Articles	85
Article 61	Flex Benefits Plan Full-time and Part-time Employees	82
Article 34	Grievance and Arbitration Procedure	47
Article 46	Group Life Premiums.....	70
Article 59	Harassment	79
Article 21	Hours of Work.....	24

Article 6	Interpretation.....	8
Article 12	Job Classifications	12
Article 26	Labour Management Committees.....	35
Article 30	Layoff.....	42
Article 43	Leave for Birth or Adoption of Child.....	66
Article 42	Leave for Other Reasons	63
Article 13	Local Officers and Stewards	13
Article 36	Longevity	51
Article 45	Maternity Leave/Parental Leave	67
Article 22	Overtime	26
Article 51	Pay Plan.....	74
Article 23	Pay Practices	29
Article 35	Premiums.....	50
Article 1	Purpose of Agreement.....	1
Article 4	Recognition and Scope of Bargaining Agent	3
Article 17	Recruitment and Promotion	18
Article 62	Registration Fees.....	85
Article 37	Remoteness Allowance	52
Article 29	Resignation.....	42
Article 49	Retirement/Termination Allowance	73
Article 56	Robbery or Aggravated Assault	77
Article 15	Seniority	15
Article 40	Sick Leave.....	59
Article 38	Statutory Holidays.....	53
Article 60	Stores Operations	80
Article 33	Suspensions and Dismissals	46
Article 27	Technological Change	36
Article 18	Transfers and Relocations	20
Article 19	Travelling and Transportation.....	22
Article 28	Uniforms, Protective Clothing and Footwear	38

Article 8	Union Business	8
Article 10	Union Security.....	10
Article 39	Vacations With Pay	55
Article 58	Vision Care and Hearing Aid Plan	78
Article 44	Workers Compensation.....	66
Article 55	Workplace Health and Safety Committee	76
Memorandum of Agreement No. 1.....		89
	Re: Group Life Insurance Accidental Death and Dismemberment	
Memorandum of Agreement No. 2.....		90
	Re: Short Term Disability Plan	
Memorandum of Agreement No. 3.....		92
	Re: Funding of the Short Term Disability Plan (STD) and Payback in to the Sick Credit Pool	
Memorandum of Agreement No. 4.....		94
	Re: Long Term Disability Plan	
Memorandum of Agreement No. 5.....		95
	Re: Employee and Family Assistance Plan	
Memorandum of Agreement No. 6.....		96
	Re: Sweaters	
Memorandum of Agreement No. 7.....		97
	Re: Standby Compensation for Systems Support	
Memorandum of Agreement No. 8.....		99
	Re: Standby Compensation for Maintenance Employees	
Memorandum of Agreement No. 9.....		101
	Re: Store Decals	
Memorandum of Agreement No. 10.....		102
	Re: Store Management Development Program	
Memorandum of Agreement No. 11		105
	Re: Activity Base/Paired Days Off Scheduling in Retail Stores	
Memorandum of Agreement No. 12.....		107
	Re: Christmas Scheduling	

Memorandum of Agreement No. 13	109
Re: Carry Over of Vacation Credits to Retirement	
Memorandum of Agreement No. 14	111
Re: Use of Privately Owned Vehicles for Employer Business	
Memorandum of Agreement No. 15	112
Re: Secondment of Full-time Employees	
Memorandum of Agreement No. 16	114
Re: Scheduling of Part-time Retail Employees	
Memorandum of Agreement No. 17	118
Re: Benefits for Retail Part-Time Employees with Minimum Hours Assurance	
Memorandum of Agreement No. 18	119
Re: Full-time Employees Retiree Health Care Spending Account	
Memorandum of Agreement No. 19	120
Re: Part-Time Employees Retiree Health Care Spending Account	
Memorandum of Agreement No. 20	121
Re: Fitness Reimbursement / Wellness Allowance	
Memorandum of Agreement No. 21	123
Re: Eligibility Lists	
Memorandum of Agreement No. 22	125
Re: Leaves Referenced in the Employment Standards Code	
Memorandum of Agreement No. 23	126
Re: Employee Request for Status Change from Full-Time to Part- Time	
Memorandum of Agreement No. 24	128
Re: Shift Bidding in the Distribution Centre	
Memorandum of Agreement No. 25	131
Re: Excluded Positions	
Memorandum of Agreement No. 26	132
Re: 4 Day Work Week in the Distribution Centre (DC):	

Memorandum of Agreement No. 27..... 134
Re: Ten New Full Time Customer Service Clerk Positions:

Memorandum of Agreement No. 28..... 135
Re: Retail Store Statutory Holiday Closures:

Memorandum of Agreement No. 29..... 136
Re: Pandemic/Essential Services:

Memorandum of Agreement No. 30..... 137
Re: Lump Sum Payment:

Memorandum of Agreement No. 31..... 139
Re: Wage Re-Opener:

Memorandum of Agreement No. 32..... 143
Re: Salary Scale – No Incumbent:

Appendix A-1 (Pay Plan)..... 145

Appendix A-2 (Pay Plan)..... 153

Appendix A-3 (Pay Plan)..... 155

*All changes appear in **bold**.

Article 1 Purpose of Agreement

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

Article 2 Duration of Agreement

- 2:01** This Agreement shall become effective from and including the 25th day of March, **2022** and shall continue in effect up to and including the 24th day of March, **2026**. During the period required to negotiate a renewal or revision and renewal of this Agreement the provisions of this Agreement shall remain in full force and effect.
- 2:02** Not more than one hundred and eighty (180) days and not less than forty-five (45) days preceding the expiry date of this Agreement either party to this Agreement may, by written notice, serve to inform the other party of its intention to enter into collective bargaining for a renewal or a revision and renewal of the Collective Agreement.
- 2:03** The parties shall provide their respective proposals for amendments to the expiring Agreement at the first negotiation session arranged between the parties.
- 2:04** Any other agreement or letter of understanding which is not renewed or sustained by the terms of this agreement shall terminate effective the date of ratification of this Agreement, unless otherwise agreed by the parties.
- 2:05** All deletions, additions, amendments and/or revisions from the previous agreement to this agreement shall be effective from the first day of the bi-weekly pay period following the date of ratification of this collective agreement unless otherwise specified in writing. Amendments, additions,

and/or revisions to the part-time and full-time pay plans shall be effective retroactive to the first effective date of the new agreement.

Article 3 Application of Agreement

3:01 This Agreement shall apply to those employees of the Employer within the Bargaining Unit defined in Certificate Number MLB-5735 issued by the Manitoba Labour Board dated July 31, 2001.

Positions recognized as being excluded from this Agreement shall be listed in a separate Memorandum of Agreement.

Application

3:02 The Collective Agreement applies to **full-time employees as defined in Article 5:05**, part-time employees as defined in Article 5:06 **and term employees as defined in Article 5:08** of the Collective Agreement.

3:03 The Collective Agreement does not apply to casual employees, **except for Articles 16:02 and 38, and Appendix A.**

3:04 The determination as to whether an employee is part-time or casual is the sole and exclusive right of management. The parties agree to meet in an effort to resolve any problems which may occur as to whether an employee is part-time or casual.

Conversions

3:05 A part-time employee who is converted to casual is no longer covered by the Collective Agreement effective the date of his conversion.

3:06 A casual employee who is converted to a part-time status must complete the service requirement set out in Article 5 but receives no credit for accumulated service as a casual employee.

3:07 Where a part-time employee who has been covered by the Collective Agreement has been converted to casual employment and is subsequently reconverted to part-time employment with no break in service, the period of

casual employment shall be treated as a period of leave of absence. While this does not affect the continuity of his/her employment, the period of casual employment does not count as accumulated service for purposes of benefit determination.

Benefits

3:08 Part-time employees will only be eligible for the benefits specifically identified for part-time employees.

Article 4 Recognition and Scope of Bargaining Agent

4:01 The Employer recognizes the Union as the sole bargaining agent for all employees covered by this Agreement.

4:02 The Employer recognizes the right of the Union in all matters pertaining to any revision in any form of this Agreement.

4:03 The Employer shall submit any and all proposals for any revision of this Agreement in writing to the Union and further shall not place any proposals before any employee or group of employees prior to negotiations between the parties hereto.

4:04 It is agreed by both parties that during the term of this Agreement there shall be no strikes, lockouts, stoppage of work or slowdown, and that all disputes and grievances shall be settled in accordance with the procedures set out in the grievance procedure of this Collective Agreement.

Article 5 Definitions

5:01 “CLASSIFICATION” - means a group of positions which are sufficiently similar in duties, abilities, skills and responsibilities as are written in the job description so as to permit the use of the same title and to be paid a rate of compensation within the same salary range.

5:02 “POSITION” - means a job within a classification of the total permanent staff establishment of the Employer.

- 5:03** “PROMOTION” - means the change from one classification to another having a higher maximum salary.
- 5:04** “OVERTIME” - means time worked in excess of an employee’s normal work hours, which has been authorized by a Department Head, Store Manager or designate.
- 5:05** “FULL-TIME EMPLOYEE” - means an employee who occupies a full-time position.
- 5:06** “PART-TIME EMPLOYEE” - means an employee who normally works less than the full normal daily, weekly or monthly hours of work, as the case may be, and whose work follows an ongoing schedule or work on a regular and recurring basis and who has completed 330 hours of accumulated service. Normally, to be considered part-time, an employee must work once in each bi-weekly pay period.
- 5:07** “CASUAL EMPLOYEE” - means an employee who normally works less than the full normal daily, weekly or monthly hours of work, as the case may be, and whose work is irregular or non-recurring or does not follow an ongoing schedule of work on a regular and recurring basis.
- 5:08** (a) “TERM EMPLOYEE” - means an external employee hired for a specific term of employment. The term of employment may be based on a specific period of time or the completion of a specific job or until the occurrence of a specified event.
- (b) Where the employment of a term employee terminates at the end of a specific term of employment, then
- (i) The Employer shall not be required to give any notice or payment in lieu thereof.
- (ii) The employee shall not be required to give any notice of resignation.
- (c) Where a term employee is laid off, then the following shall apply:

- (i) If the layoff is at the end of a specific term of employment, no notice of layoff is required.
- (ii) If the layoff is prior to the end of a specific term of employment, an employee will receive written notice prior to the layoff or granted payment in lieu thereof based on the following:
 - (aa) 'Thirty (30) days' notice to an employee with one (1) or more years of full-time continuous service; or
 - (bb) Two (2) weeks' notice to an employee with less than one (1) year of full-time continuous service.
- (d) Where a term employee is employed in the same position performing the same function for a period of more than twenty-four (24) continuous months and where the need for the function is expected to continue, the Employer will convert the position to regular status. As such, an employee would not normally remain in term status for more than twenty-four (24) continuous months where the employee is performing a continuing function, unless otherwise agreed to by the parties.
- (e) An individual appointed to a term position shall be informed in writing as to the duration of the term. Failure to comply with the foregoing shall not in itself negate the employee's status as a term employee.
- (f) The terms of this Agreement shall apply to full-time term employees after completion of two (2) months service.

5:09 "TRANSFER" - means the movement within the employee's classification from one position to another or from one work location to another.

5:10 "FISCAL YEAR" - means the period from and including April 1 up to and including March 31.

5:11 "WORK LOCATION" - means any liquor store or any other location where the business affairs of the Employer may be conducted.

5:12 "DEMOTION" - means one of:

- (a) The change from one classification to another having a lower maximum salary.
- (b) The downward adjustment of an employee's salary.

5:13 “**SEASONAL COURTESY CLERKS**” means an employee who is hired for a **designated seasonal term period** to perform in a support role to current employees. **Seasonal periods fall between May 1st to September 7th and November 1st to December 31st.** A Seasonal Courtesy Clerk shall be paid as a casual employee at the new hire rate for Customer Service Clerk. **Hours worked as a Seasonal Courtesy Clerk during their most recent term will be credited towards an employee's seniority if they are retained in a permanent part-time position.**

5:14 “**WEEK**” - for pay administration purposes only, means a period of seven (7) consecutive days, from Sunday to Saturday inclusive.

5:15 “**RED CIRCLED**” - means that an employee's current rate of pay is frozen until the maximum rate of pay for the lesser position equals or exceeds the employee's current rate of pay. If applicable, an employee will advance through the employee's current pay level to the maximum of the pay level in the normal manner.

5:16 (a) “**TEMPORARY ASSIGNMENT**” – means an internal employee assigned to perform the duties in a vacant position for a period of greater than thirty (30) days, but not greater than **eighteen (18)** months. Duration of Temporary Assignments are subject to change **and may be ended with a minimum of two (2) weeks notice.**

- (b) Where an employee is in a temporary assignment in the same position performing the same function for a period of more than **eighteen (18)** continuous months and where the need for the function is expected to continue, the Employer may convert the position to regular status. As such, an employee would not normally remain in a temporary assignment for more than **eighteen (18)** continuous months where an

employee is performing a continuous function, and may only be extended beyond **eighteen (18)** months in consultation with the Union.

- (c) An employee appointed to a temporary assignment shall be informed in writing as to the duration of the temporary assignment. Failure to comply with the foregoing shall not in itself negate the employee's status as a temporary assignment employee.
- (d) An employee appointed to a temporary assignment who was previously a part-time employee and is subsequently reconverted to part-time employment shall retain part-time hours provided no break in service occurred at any conversion.
- (e) **When an employee is temporarily assigned to a higher class the employee shall be paid the rate of pay of the higher class from the date of such appointment, which is a minimum of one (1) full increment greater than their rate of pay in the lower class.**
- (f) **An employee on a temporary assignment will have their position held for them.**
- (g) **No employee shall receive a reduction in salary as a result of a temporary assignment to the duties or responsibilities of a lower paid position.**

5:17 "PRO-RATING FACTOR FOR PART-TIME EMPLOYEES" – means:

- (a) Where a benefit is to be pro-rated for a part-time employee it will be calculated so that if two (2) part-time employees were sharing a full-time position the total cost to the Employer of that benefit is no greater than the cost of having the positions filled by a full-time employee.
- (b) In pro-rating a benefit the following pro-rating factor shall be used:

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

Article 6 Interpretation

6:01 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 7 Discrimination

7:01 The parties agree that there shall be no discrimination, interference, restrictions or coercion exercised or practised with respect to any employee, by reason of the applicable characteristics contained in the Manitoba Human Rights Code, **Workplace Safety and Health Act**, their membership or activity in the Union, or for exercising their rights under this Collective Agreement.

7:02 There shall be no discrimination with respect to any employee who brings forward a complaint concerning another person employed by the Employer.

Article 8 Union Business

8:01 Upon written notice to the Employer, where operational requirements permit, time off, including necessary travelling time, without loss of regular earnings and benefits shall be granted to:

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

Such leave shall not be unreasonably denied.

- 8:02** Upon written request to the Employer and where operational requirements permit, time off, including necessary travelling time, without loss of regular earnings and benefits, shall be granted to the member elected as the representative to the Board of Directors of the Union for attendance at Board meetings.
- 8:03** Upon written request to the Employer and where operational requirements permit, time off, including necessary travelling time, shall be granted on a wage recovery basis to:
- (a) Other members of the Union Negotiating Committee, to a maximum of six (6) not including those as designated in Article 8:01(a) above, for purpose of attendance at bargaining sessions between the Employer and the Union.
 - (b) Members of the Component Executive Committee for attendance at Executive meetings.
 - (c) Officers of Locals for purpose of attendance at Local meetings.
 - (d) Members who are elected as Delegates to the Convention(s) of the Manitoba Federation of Labour and other such Conventions to which the Union is affiliated.
 - (e) Stewards for the purpose of attendance at Steward training sessions.
 - (f) Members who are elected as Delegates to the Convention of the Union for attendance at such Convention.
 - (g) Wage recovery for part-time employees under section **(b)**, (d), (e), and (f) will be made on a total compensation recovery basis. Being scheduled to work is not a criteria for part-time employees being granted leave on a total compensation basis. The Union will notify the Employer by letter, as to the number of hours to be paid to the member for each leave. Wage recovery shall exclude any overtime. Hours in a week shall not exceed thirty-eight (38) hours.

- 8:04** The Employer agrees that such requests pursuant to Articles 8:02 and 8:03(a), (b), (c), (d), (e) and (f) shall not be unreasonably withheld.
- 8:05** Upon fourteen (14) days written request, unless exceptional circumstances prohibit, from the Union to the Employer and where operational requirements permit, time off including necessary travelling time shall be granted to an Officer or Steward of the Union, to take an extended educational course. The leave of absence shall be on a wage recovery basis.
- 8:06** The Union agrees to reimburse the Employer the wages paid to employees while on wage recovery, on a quarterly basis upon receipt of a statement from the Employer as to the amount and for whom wage recovery is claimed by the Employer.
- 8:07** (a) The Union shall be provided with the opportunity to meet with newly hired head office and Distribution Centre employees within the appropriate bargaining unit for fifteen (15) minutes during regular work hours. The time shall be established by agreement subject to operational requirements.
- (b) Newly hired Liquor Mart employees will be introduced to the Union steward at their Liquor Mart Location, and provided a handout from the Union during their store orientation.

Article 9 Bulletin Boards

- 9:01** The Employer agrees to provide bulletin boards at each of its locations for the use of the Union. The information posted by the Union shall not contain anything adverse to the interests of the Employer.

Article 10 Union Security

- 10:01** The parties hereto agree that as a condition of employment, all new employees shall receive and sign an application for membership in the Union from the Employer on the first day of employment and shall be deducted the dues as set by the Union.

- 10:02** Upon the signing of the application for membership as provided in Article 10:01 above, the Employer shall mail or cause to be sent, the application to the Union's Central Office, (601 - 275 Broadway, Winnipeg, Manitoba).
- 10:03** The parties hereto agree that all employees covered by this Agreement shall remain, as a condition of employment, a member of the Union in good standing.
- 10:04** The Employer shall deduct bi-weekly from each employee the amount of the current bi-weekly dues as set by the Union and shall remit same to the Union's Central Office, (601 - 275 Broadway, Winnipeg, Manitoba).
- 10:05** The Employer shall furnish the Union monthly in writing or by electronic means the names of the employees from whose wages dues have been deducted and the amount of dues so deducted opposite each employee's name for each pay period and the classification and work location of each employee.
- 10:06** Notwithstanding any other provisions of this Agreement, the Employer shall, not later than ninety (90) days preceding the expiry date of this Agreement, furnish to the Union the following:
- (a) The name of each employee within the bargaining unit.
 - (b) The classification of each employee within the bargaining unit.
 - (c) The current hourly wage of each employee within the bargaining unit.
- 10:07** Pursuant to Article 10:03 above, where the Union finds that an employee(s) has not made an application for membership in the Union, the Employer upon receipt of written notice showing the name of the employee(s) who have not made and signed an application, shall have the employee(s) so named sign an application and further the Employer shall forthwith cause it to be sent to the Union's Central Office, (601 - 275 Broadway, Winnipeg, Manitoba).

10:08 Any employee who is required as a condition of continued employment to be a member of the Union under this Article shall not be retained in the employ of the Employer after written notice has been received from the Union that such employee is not in good standing with the Union subject to the limitation imposed by legislation of the Province of Manitoba.

Article 11 Contracting Out

11:01 If the Employer sub-contracts out work which results in the displacement of employees, the Employer will provide the Union with at least ninety (90) days' notice, and will make every reasonable effort to find alternative employment at Manitoba Liquor & Lotteries for those employees so displaced and will guarantee to offer alternative employment to those employees who have one (1) year or more continuous full-time service with the Employer. During the notice period the parties shall meet to discuss options and alternatives to the contracting out being considered and to discuss potential retraining and redeployment opportunities.

Article 12 Job Classifications

12:01 When the Employer establishes new classifications within the bargaining unit or amends existing classifications within the bargaining unit, the Employer shall submit to the Union written notice of the new or amended classifications together with the written classification spec and the proposed wage rate, prior to posting. If the proposed wage rate for the new or amended classification is not acceptable, the Employer and the Union shall meet for the purpose of negotiating a rate of pay for the classification in question.

- 12:02** (a) Where an employee at any time feels that they are incorrectly classified, they may apply, in writing, to their immediate supervisor, to be reclassified to a different classification.
- (b) The immediate supervisor shall reply in writing, within fifteen (15) working days from the date they received the request from the employee.

- (c) If the reply from the immediate supervisor is not satisfactory, the employee shall forward a copy of the reclassification request to the Human Resources Division within twenty (20) working days from the date they received the reply from the immediate supervisor. The Human Resources Division will have twenty (20) working days following receipt of the request to reply.

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

- 12:03** Where, as a result of a review of duties, an employee is reclassified to a classification having a higher maximum salary, the employee shall be promoted without competition and their rate of pay for that higher classification shall become effective from the date the employee assumed the duties of the higher classification.
- 12:04** If, as a result of a review of duties, it is determined that an employee's position should be reclassified to a classification that has a lower maximum salary than the employee's existing classification, the employee's existing hourly wage shall be "red circled" while they remain in their position. When the position is vacated, it will be bulletined at the lower classification level in accordance with Article 17.

Article 13 Local Officers and Stewards

- 13:01** Local Officers and Stewards shall have the right to investigate complaints of an urgent nature while on duty by first obtaining permission from his/her immediate supervisor and such permission shall not be unreasonably sought nor withheld.

- 13:02** Where Local Officers and Stewards have been granted permission as referred to in Article 13:01 above, they shall upon return to their duties notify their immediate supervisor of their return.
- 13:03** A Local Officer and Steward shall be considered on duty while in the course of processing grievances and attending meetings or hearings with regard to grievances.
- 13:04** Local Officers and Stewards shall recognize their responsibilities to the Employer prior to performing their duties as Local Officers and Stewards and shall limit their Local Officer and Steward duties as much as possible while on duty as provided in Article 13:01.
- 13:05** The Union agrees to provide the Employer with a comprehensive list of Local Officers and Stewards subsequent to the ratification of this contract and shall submit additional comprehensive lists to the Employer as any and all changes/amendments occur during the life of this contract.
- 13:06** The Union shall provide each Local Officer and Steward with appropriate identification.

Article 14 Employer's Rights

- 14:01** It is recognized that the Employer exercises rights and responsibilities as management, which are subject to the terms of this Agreement.
- (a) All the functions, rights, personnel pay practices, powers and authority which the Employer has not specifically abridged, delegated or modified by this Agreement are recognized by the Union as being retained by the Employer.
- 14:02** The Employer shall not exercise its rights to direct the working forces in a discriminatory manner nor shall these rights be used in a manner which would deprive any employee of his/her employment except through just cause.

14:03 In administering this Agreement the Employer shall act reasonably, fairly, in good faith and in a manner consistent with the Agreement as a whole.

Article 15 Seniority

15:01 The parties recognize that job opportunities and hours should increase in proportion to length of service.

15:02 Seniority shall mean the length of service in the employ of the Employer.

15:03 The Employer shall maintain seniority lists for full-time and part-time employees separately showing the date upon which employee's service commenced and the accumulated service to the date of production of such lists. A copy of such list shall be provided to the Union within sixty (60) days of the signing of this Agreement. Thereafter, updated seniority lists shall be sent to the Union twice per year (i.e. once every six months). The seniority lists shall show the name and commencement date of employment of each employee entitled to be on the lists.

15:04 Where an employee is of the opinion that his/her date of commencement of employment is incorrect, the employee may appeal the date to the Human Resources Division.

15:05 Employees shall only lose seniority in the event of any one of the following occurrences:

- (a) If the employee resigns voluntarily;
- (b) If the employee is discharged for just cause and not reinstated under the grievance and arbitration procedure provided for in this Agreement;
- (c) If the employee is taken off the re-employment list in accordance with Articles 30:05(a) or 30:07 relating to layoffs; or
- (d) Retirement.

15:06 An employee who is temporarily assigned work in a classification not covered by this Collective Agreement will continue to accrue seniority for regular

hours worked, but will only pay dues to the union who represents the temporary classification.

15:07 Seniority and Service for Part-time Employees

(a) Accumulated service means the equivalent length of service required by an employee by virtue of his/her employment.

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

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

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

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

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

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

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

(b) These guidelines are effective date of signing.

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

15:08 It is understood by the parties that training shall be based on the specific needs of each retail location. In these locations and where roles, knowledge base, skill levels and availability of employees are relatively equal then training shall be offered in order of seniority.

Article 16 Employment Practices

- 16:01** (a) All new full-time employees will be on probation for a period of six (6) months or for such longer periods as may be established by the Employer. Such period shall not exceed nine (9) months in total.
- All new part-time employees will be on probation for a period of three hundred and thirty (330) hours worked or for longer periods as may be established by the Employer. Such period shall not exceed four hundred and eighty (480) hours worked.
- (b) An employee shall be notified in writing of any extension of the probation period under Article 16:01(a) prior to the expiry of the probation period. A meeting may be held with the employee to discuss the extension. The employee has the option to have a representative present.
- (c) At any time during the period that an employee is on probation, the Employer may dismiss the employee for just cause and upon such dismissal by the Employer the employee ceases to be an employee of the Employer.
- (d) An employee who is rejected during the probationary period may grieve the rejection to Step 2 within fifteen (15) calendar days from the date the employee received notice of rejection. The employee has the option to have a representative present. The decision at this step shall be final for such grievance.
- 16:02** Where an employee has been called in for a meeting(s) with regard to their performance or with regard to a disciplinary matter involving the employee, the employee will be advised that they have the right to union representation prior to the meeting and at any time during the meeting(s) the employee feels that they require a representative to be present, they shall be allowed to have a representative called in, however, under no circumstances shall the Employer be required to compensate the representative if they are not on

duty at the time. If declining Union representation, the employee shall do so in writing.

- 16:03** 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. If declining Union representation, the employee shall do so in writing.
- 16:04** The Employer agrees to recognize the principle of equal pay for equal work regardless of sex.
- 16:05** Where an employee is habitually late or is absent during working hours without leave and fails to give satisfactory explanation for lateness or absence, the Department/Store Manager may take such disciplinary action, including suspension or dismissal, as is warranted.
- 16:06** If a part-time employee has refused scheduled work for forty-five (45) consecutive days or is not available to work for forty-five (45) consecutive days the employment relationship may be severed at the sole discretion of the Employer, provided the part time employee is not on medical or other approved leave.

Article 17 Recruitment and Promotion

- 17:01** Bulletined positions whether they be vacancies resulting from promotions, demotions, transfers or new positions arising from expanded operations or vacancies as a result of an employee leaving the service for any reason shall be filled with the employee making application, who in the opinion of the Employer, is the most qualified. If no employees are qualified, the vacancies will be filled by external candidates.
- 17:02** All available full-time positions covered by this Agreement shall be bulletined and the Union shall receive a copy of all bulletins.

- 17:03** All bulletins shall be posted in all work locations operated by the Employer within ten (10) working days from the date a position becomes available.
- 17:04** All bulletins shall be posted for ten (10) calendar days and the positions will be filled as quickly as possible.
- 17:05** When an employee has submitted an application in response to a bulletin and has been advised that the employee was unsuccessful in their application, they may request in writing the reasons the employee was unsuccessful. The Employer shall respond within ten (10) working days of the employee's request.
- 17:06** Job bulletins shall contain the following information:

Number of positions, classification of the position, qualifications, work location and hourly rate of pay range. The principle of employment equity applies to all competitions.
- 17:07** If under Article 17:01 two (2) or more internal candidates are considered by the Employer to be relatively equally qualified, seniority shall then become the determining factor. Full-time seniority will supersede part-time seniority.
- 17:08** The Union recognizes that, in accordance with Article 17:03, the Employer may run a coincidental ad with preference to internal applicants.
- 17:09** Where an employee is promoted, the employee shall be paid at a step in the pay range of the classification to which the employee is promoted to, which is greater than the rate of pay the employee was receiving prior to the employee's promotion.

The Employer and the Union acknowledge, recognize and endorse the principle of Employment Equity and therefore agree with the criteria that has been developed to facilitate the selection, hiring, training and promotions of designated groups, i.e. women, indigenous people, persons with disabilities and visible minorities. The parties will meet twice per year to discuss Employment Equity principles according to the Employer's Employment Equity Policy. This is to ensure that:

- **Employment Equity is acknowledge; recognized and endorsed in the recruitment selection and promotion, and training of employees.**
- **The Employer and the Union will work together to remove systemic barriers to effectively enable designated group members to compete equitably.**
- **To attain a representative workforce of the composite population.**

17:10 For the purposes of recruitment, discipline will be a factor in the screening process and be applied as follows:

- 1. A verbal reprimand will restrict participation in the recruitment process for a period of three (3) months from the date the incident occurred.**
- 2. A written reprimand will restrict participation in the recruitment process for a period of six (6) months from the date the incident occurred.**
- 3. A suspension will restrict participation in the recruitment process for a period of twelve (12) months from the date the incident occurred.**

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

Article 18 Transfers and Relocations

18:01 The Employer agrees that where a transfer is required of an employee from the City of Winnipeg to a location outside the city limits or vice-versa or from one rural city or town to another, every effort shall be made by the Employer to offset the disrupting effects upon that employee, especially where children in school becomes a factor.

18:02 As a result of a transfer being carried through, the Employer shall:

- (a) Grant reasonable leave with pay to enable an employee to seek and obtain a new residence where the employee is being transferred.
- (b) Pay to the employee and spouse, if applicable, the full costs of accommodation, meals and travelling expenses that may be incurred pursuant to Article 18:02(a) above. Such expenses shall be paid in accordance with established Employer rates.
- (c) Pay all legal costs involved for selling the employee's existing home and purchasing another home, negotiating a builder's contract or for the initial fee for arranging a rental contract, whichever may be applicable. Legal costs shall be in accordance with the Manitoba Bar Association guidelines on legal fees, related to the disposal or acquisition of residential property.
- (d) Pay realty commission if selling the employee's existing home upon submission of proof of payment of such commission. Realty agents' commission shall not exceed the local tariff as filed with the Manitoba Real Estate Association.
- (e) As a result of a transfer of an employee who is required to pay rent or mortgage payments in both the employee's old and new locations, pay the lesser of the old or new rent or mortgage payment provided the employee can show evidence of having made an effort to discharge the employee's old rental or mortgage obligation. Such payments shall be made for a maximum period of two (2) months. In the event the employee is married, this section shall not apply if for whatever reason the employee does not relocate the employee's family within one (1) month after the employee's transfer.
- (f) Pay for all moving costs. Employees shall obtain estimates from two (2) movers and shall forward these to the employee's immediate supervisor for approval. The lower of either tenders is generally accepted.

- 18:03** The Employer shall give special consideration on an individual case basis to ensure that employees receive such other benefits as defined in the General Manual of Administration.
- 18:04** An employee may submit a written request for transfer to his/her manager outlining the reasons for such request. The Employer will consider such request on a case by case basis, and make reasonable effort to accommodate such requests wherever reasonably practicable based on operational needs.
- 18:05** The Employer retains the right to transfer employees based on operational needs.

Article 19 Travelling and Transportation

- 19:01** When an employee carrying out Employer business is on authorized travel status, the Employer shall furnish or pay for transportation, sleeping accommodations, the cost of meals and other necessary out of pocket expenses. No employee shall be considered on travel status when travelling to and from his/her daily work. Furthermore, employees working out of Head Office will not be considered on travel status when within the Winnipeg city limits.
- 19:02** For employees working an evening shift and on travel status, reimbursement for the mid-shift meal shall be on the basis of “supper”. For employees working a night shift and on travel status, reimbursement for the mid-shift meal shall be on the basis of “lunch”.

Article 20 Acting Status

- 20:01** (a) Where an employing authority or employing authority’s designate directs an employee employed in one position to perform the duties of some higher position whose maximum salary is greater than the employee’s own, the employee shall be paid at the minimum step of the classification of the person who normally fills that position or at a rate of at least six percent (6%) higher than the employee’s then current hourly

rate of pay, whichever is the greater amount effective from and including the date of commencement of performing such duties but the pay shall not exceed the maximum of the classification of the person who normally fills that position.

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

- 20:02** The Employer shall endeavour to have the employee receive payment for such acting duties as provided in Article 20:01(a) and (b) on the first pay day of the first pay period immediately following the pay period in which such duties commenced.
- 20:03** No employee shall receive less pay for performing acting duties in a classification where the maximum salary is less than the maximum for the employee's classification.
- 20:04** No employee shall continue in an acting capacity for a period longer than six (6) months except in the event of a prolonged illness. An extension of this period may be granted by mutual agreement of the Employer and Union.
- 20:05** Where an employing authority or employing authority's designate directs a full-time **Customer Service Clerk**, Product Consultant **or part-time Customer Service Clerk** to perform the duties and responsibilities of some higher position whose maximum salary is greater than the employee's own, the employee shall be paid according to Article 20:01(a) of the Collective Agreement for his/her complete shift with the following exceptions applying:
 - (a) The directed full-time **Customer Service Clerk** or Product Consultant leaves his/her shift prior to completion of his/her shift (for whatever reasons) or commences his/her shift late, then the employee shall only be paid for actual acting hours.

- (b) A full-time **Customer Service** Clerk or Product Consultant directed to perform the duties and responsibilities of some higher position for two (2) hours or less, shall only be paid for actual acting hours. A full-time **Customer Service** Clerk or Product Consultant directed to perform the duties and responsibilities of some higher position for greater than two (2) hours shall be paid acting pay for the complete shift.

Article 21 Hours of Work

- 21:01** All shifts shall be arranged to provide for consecutive hours of work each day and no employee shall be requested to commence work prior to his/her scheduled commencement time unless for purposes of overtime.
- 21:02**
- (a) Hours and tours of duty for all employees covered by this Agreement shall be arranged for the efficient operation of specific areas.
 - (b) Hours of work for part-time or term employees shall not exceed those of full-time employees in any classification.
 - (c) The hours of work for regular full-time Head Office and Warehouse personnel hired into the Distribution Centre prior to date of ratification of this Collective Agreement shall not exceed thirty-six and three quarters (36 ³/₄) hours per week, five (5) days each week, Monday to Friday.
 - (d) Full-time Store employees may work varied hours including Saturdays provided they are consistent with the thirty-eight (38) hour week, five (5) days each week.
 - (e) Full-time employees who are in an Operations Analyst or (effective September 1, 2019 for current incumbents) Service Desk Technician role may work varied hours including Saturday, Sunday and statutory holidays provided they are consistent with the forty (40) hour week, five (5) days each week. Management is committed to scheduling paired days off wherever possible.

- (f) Hours of work in the Distribution Centre shall be in **three (3)** shifts.
Such shifts shall be as follows:

- **Day Shift:** The range of hours shall be between 0700 hrs and 1700 hrs unless mutually agreed upon by the parties. The start time of full-time employees may be between 0700 hrs and 0800 hrs unless mutually agreed upon by the parties.
- **Evening Shift:** The range of hours shall be between 1500 hrs and 0100 hrs unless mutually agreed upon by the parties. The start time of full-time employees may be between 1500 hrs and 1600 hrs unless mutually agreed upon by the parties.
- **Overnight Shift:** The range of hours shall be between 2300 hrs and 0900 hrs unless mutually agreed upon by the parties. The start time of full-time employees may be between 2300 hrs and 0000 hrs unless mutually agreed upon by the parties.

Employees occupying the position or acting in the position of lead hand, foreman, dispatch or inventory coordinator may have start times up to one hour before their designated shifts.

Full-time employees hired to the Distribution Centre **on or before October 21, 2018**, may work a thirty-six and three-quarters ($36\frac{3}{4}$) hour work week, five (5) days each week from Monday to Friday.

Full-time employees hired to the Distribution Centre **following October 21, 2018**, may work varied hours including Saturdays provided they are consistent with the thirty-six and three-quarters ($36\frac{3}{4}$) hour work week, five (5) days each week. These employees shall have paired days off.

- 21:03** All shifts for full-time employees shall be posted not later than fourteen (14) calendar days prior to their commencement.
- 21:04** (a) All employees shall receive a lunch break of not less than thirty (30) minutes to be taken as close to the middle of their shift as possible.

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

21:05 All employees shall have two (2) rest periods of fifteen (15) minutes each per day, one (1) before lunch as close to the middle of the first part of the day and one (1) after lunch to be taken as close to the middle of the second half of the day.

21:06 Employees shall not be required to work split shifts.

21:07 Any part-time employee requested to work shall be scheduled for a minimum of three (3) hours on a shift.

Article 22 Overtime

22:01 Overtime shall be calculated on a daily basis.

22:02 (a) Where an employee has unexpectedly been called back to work overtime, that employee shall receive a minimum of four (4) hours pay at the applicable overtime rate. Except in the case of emergencies, all overtime must be authorized where possible and practical, by the employee's immediate supervisor.

(b) Where a part-time employee is unexpectedly called back to work to respond to an emergency situation such as a store alarm, the employee

will be eligible to receive a minimum of four (4) hours pay at their regular rate or as per Article 22:12. In all cases, the employee's manager must authorize call backs.

- 22:03** The Employer shall endeavour to have employees receive payment for overtime on the pay day of the first pay period immediately following the pay period in which such overtime was worked.
- 22:04** A full-time Head Office employee, full-time Warehouse employee and a full-time store employee who works a minimum of five (5) regular work days in a week and who works overtime on days other than Saturday, Sunday or Holidays shall be paid at a rate of time and one-half (1.5x) for the first four and one-half (4.5) hours of overtime worked and double time (2x) for all overtime hours worked in excess of the four and one-half (4.5) hours.
- 22:05** A full-time Head Office employee, full-time Warehouse employee and a full-time store employee who works a minimum of five (5) regular work days in a week shall be paid for overtime hours worked on Saturdays, Sundays or Holidays at double (2x) time.
- 22:06** Where an employee is required to work overtime following the end of the employee's shift beyond ten (10) minutes, the employee shall be compensated for a full hour at the applicable overtime rate for each hour or portion of an hour worked.
- 22:07** (a) An employee shall have the option of taking time off in lieu of overtime pay for overtime accumulated up to February 1st in the current fiscal year. Time taken off in lieu of pay must be taken before the end of the fiscal year and shall be by the mutual agreement of the employee and the employee's immediate supervisor.
- (b) It is agreed that an attempt will be made to allow employees to take time off during the current fiscal year in lieu of overtime worked during February and March of that fiscal year.

If this is not operationally feasible, up to twenty-four (24) hours of accumulated time may be carried over into the next fiscal year with the provision that such accumulated time off must be taken at a mutually agreeable time prior to the end of August. Any accumulated time in excess of twenty-four (24) hours, must be taken in pay.

- 22:08** The Employer shall provide a taxi on a charge account basis to all employees when called back to work in any emergency or will reimburse for mileage to and from work.
- 22:09** (a) The Employer agrees that an employee shall not have his/her shift changed to circumvent the payment of overtime.
- (b) Article 22:09(a) does not apply to any situation involving month end and/or year-end stock taking, provided an employee's shift is altered in a manner which will bring the employee in earlier than originally scheduled.
- 22:10** Nothing in this Agreement shall be construed as to obligate any employee to work overtime.
- 22:11** (a) An employee who works two (2) hours of overtime contiguous to his/her normal working day shall receive a meal allowance of thirteen dollars (\$13.00). The meal allowance will not be paid in instances where a meal expense is claimed.
- (b) An employee who works three (3) hours of overtime contiguous to his/her normal working day shall receive an additional fifteen (15) minute break which will be scheduled by the Employer.
- 22:12** **Overtime for part-time employees**
- (a) Daily overtime is only payable when the employee has worked beyond the normal daily hours for that classification.
- (b) Overtime for part-time employees means a period of authorized work performed in excess of:

- (i) Eight (8) hours per day or thirty-eight (38) hours per week;
- (ii) Any part-time employee who works overtime shall be paid at a rate of one and one-half (1 ½ x) times for the first four and one-half (4 ½) hours of overtime and double (2x) times for all overtime hours worked in excess of the four and one-half (4 ½) hours.

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

22:13 For the purposes of overtime, part-time/term employees will be considered to have worked a full shift after eight (8) hours.

Article 23 Pay Practices

23:01 Pay days shall be every second Friday.

23:02 (a) New employees as well as existing employees, who do not change their classification prior to reaching the maximum salary of their classification pay range, shall be paid at a step within the range of their classification in the following manner:

- (i) Commencement of employment - 1st step
- (ii) Completion of six (6) months service within the same classification with satisfactory performance- 2nd step
- (iii) Completion of eighteen (18) months service within the same classification with satisfactory performance- 3rd step

(b) An employee referred to in Article 23:02(a) above may have their movement to the 2nd or 3rd step withheld only for just cause. When the employee's movement is withheld, the employee shall be entitled to be paid at the 2nd or 3rd step following another three (3) months of service pending satisfactory performance.

23:03 (a) Existing employees who are promoted or reclassified shall be placed at the appropriate step of the pay range in their new classification, which

salary shall not be less than the salary the employee was earning prior to their promotion or reclassification.

- (b) An employee referred to in Article 23:03(a) shall be paid on the basis of service within the new classification and progression to the third step shall not exceed a period of eighteen (18) months in the following manner:
 - (i) From Step 1 to Step 2 - six (6) months.
 - (ii) From Step 2 to Step 3 - twelve (12) months.
- (c) Notwithstanding Article 23:03(b), an employee's movement to the 2nd or 3rd step may be withheld only for just cause. When an employee's movement is withheld, the employee shall be entitled to be paid at the applicable step following another three (3) months of service pending satisfactory performance.

23:04 When an employee's increase in pay is withheld as laid down in Articles 23:02(b) or 23:03(c) above, the employee shall be notified in writing prior to the date on which the employee would be entitled to the increase. The reason(s) for withholding the increase shall be included in the notice.

23:05 Where an employee is reclassified or promoted, the employee shall be paid at a step in the pay range of the higher classification, that is, if possible, at least five percent (5%) more than the rate of pay the employee was being paid in the employee's former classification.

23:06 When an employee has been on any approved leave of absence, and as a result of such leave(s) fails to be eligible for a wage increase under Articles 23:02 and 23:03, the employee will be eligible for a wage increase in the first pay period following the date after which the employee has accumulated the required regular hours of work.

23:07 Pay practices for part-time employees

- (a) Pending the attainment of satisfactory performance part-time employees shall be paid at a step within the range of their classification in the following manner, **effective October 1, 2023:**
- (i) After completion of one thousand (1,000) hours – **1st** Step
 - (ii) After completion of two thousand (2,000) hours – **2nd** Step
 - (iii) After completion of four thousand (4,000) hours – **3rd** Step
(Step 1 of full-time equivalent position)
 - (iv) After completion of seven thousand (7,000) hours – **4th** Step
(Step 2 of full-time equivalent position)
 - (v) After completion of ten thousand (10,000) hours – **5th** Step
(Step 3 of full-time equivalent position).
- (b) Part-time employees attaining four thousand (4,000) hours of accumulated service must meet the qualifications of the equivalent full-time position in order to progress to the **3rd** Step. To ensure qualifications are met for progression to the **3rd** Step, the employee must pass (sixty-five percent [65%]) a test administered by the Employer. Customer Service Clerk 1 will also be required to take and pass (fifty percent [50%]) the Basic Wine Course. Other than employees who must still pass qualifying criteria under the Transitional provisions contained in the previous agreement, once an employee has attained Step **3** no further qualifications other than accumulated service will be required in order to continue progressing through the steps.
- (c) The Employer will offer qualifying tests at least semi-annually (March/September) or more when there are fifteen (15) or more employees eligible to write it. Employees who have failed the four thousand (4,000) hour qualifying test may re-write to a maximum of three (3) attempts, when it is next offered.

- (i) After three (3) failed attempts to pass the test, the employee will be granted two (2) additional opportunities to write the test at twelve (12) month intervals.
 - (d) Part-time employees will be entitled to write the qualifying test after three thousand (3,000) hours of accumulated service.
 - (e) Part-time employees with ten thousand (10,000) hours or more at March 1, 2006 must work the additional five thousand (5,000) hours after March 1, 2006 to be granted the longevity increase at fifteen thousand (15,000) hours. Effective February 17, 2010, part-time employees with twenty thousand (20,000) hours of accumulated service shall receive the longevity increase effective the first day of the pay period following the date of signing.
- 23:08**
- (a) Existing part-time employees who are promoted shall be placed at the appropriate step of the pay range in their new classification, which salary shall not be less than the salary the employee was earning prior to his/her promotion.
 - (b) An existing employee referred to in Article 23:08(a) shall progress within the new classification on the basis of total accumulated service.
 - (c) Part-time employees who are hired on or after July 14, 1992 and who are promoted shall be paid at a step in the pay range of the higher classification, that is, if possible at least five percent (5%) more than the rate of pay they were being paid in their former classification. Progression within the new classification shall be on the basis of "total" accumulated service in that classification.
 - (d) A part-time **Customer Service** Clerk employee directed by an employing authority or an employing authority's designate to perform the duties and responsibilities of some higher position whose maximum salary is greater than the employee's own shall only be paid for actual acting hours. The employee shall be paid according to Article 20:01(a) of the Collective Agreement.

23:09 Merit Increase for Term/Part-time Employees

Eligibility for merit increases will be based on accumulated service.

Article 24 Education

24:01 An employee requested by the Employer to take any course(s) shall receive full pay and benefits, including, but not limited to, cost of travel, lodging, meals, tuition, books, and with the prior approval of the Employer, any necessary supplies.

24:02 An employee may take a course, or course of study, related to their current position, or to an identified career path or discipline within the Employer, and shall be reimbursed for tuition, books, and necessary supplies, subject to the following:

- (1) Prior to the employee enrolling, the Employer has agreed and provided confirmation to the employee in writing that:
 - (a) The course is relevant to the employee's position and that the employee's taking of the course would be beneficial to the Employer; or
 - (b) There exists a viable career path relating to the requested course or course of study within the Employer, and the employee has developmental potential in the career area.
- (2) The employee provides evidence of successful completion of the course by submission of a statement of marks and tuition receipt. The Employer will only reimburse the employee for the cost of books, and for the supplies that have been specifically designated by the instructor as being required and for which the employee has received prior written approval from the Employer to purchase.

24:03 A part-time employee may take a course related to the employee's position and shall be reimbursed by the Employer for tuition and books upon the following conditions:

- (a) Part-time employees to be eligible must have worked a minimum of two thousand (2000) hours for the Employer.
- (b) Part-time employees prior to enrolling in the course must have the Employer's written approval.
- (c) Upon written approval by the Employer, the Employer may advance up to fifty percent (50%) of the tuition and textbook costs for approved courses, and the remaining fifty percent (50%) of tuition and textbook costs upon the employee complying with Article 24:03(d).
- (d) The part-time employee must provide evidence of successful completion of the course by submission of a statement of marks and original tuition fee receipt.
- (e) If the part-time employee withdraws from the approved course at any time, all funds reimbursed to the employee must be returned to the Employer immediately.
- (f) Approval for course reimbursement is at the discretion of the Employer.

Article 25 Addictions

- 25:01** The Employer and the Union recognize that alcoholism, drug addiction and gambling are illnesses. Any employee whose work performance is adversely affected by what is considered or recognized by the Employer and/or the employee as being an alcohol, drug or gambling problem, shall receive assistance from the Employer in the form of an informal referral to the Addictions Foundation of Manitoba for medical therapy and treatment.
- 25:02** Where an employee recognizes his/her problem and responds to treatment and therapy, the employee shall be granted time off for such treatment and therapy, and such time off shall be considered sick leave.

Article 26 Labour Management Committees

- 26:01** The Employer and the Union agree to the formation of Labour Management Committees.
- 26:02** The Union shall designate five (5) members of the Union who are employees of the Employer as well as one (1) staff member of the Union to act as the Union's representatives on the Committees.
- 26:03** The Employer shall have equal representation on the Committees.
- 26:04** The Committees, at their first meeting shall mutually agree upon a Chairperson and a Secretary of the Committee.
- 26:05** The Committees shall meet quarterly, but may meet more or less frequently as may be considered necessary by mutual agreement between the Union and the Employer. All meetings shall be held on the premises of the Employer's Head Office unless otherwise mutually agreed upon.
- 26:06** Wherever possible an agenda should be prepared at least two (2) weeks prior to each meeting and items for the agenda should be forwarded to the Secretary for preparation of the agenda.
- 26:07** Minutes of all meetings are to be recorded and distributed by the Secretary within ten (10) working days following each meeting to each member of the Committee.
- 26:08** (a) The main purpose of the Committees is for the exchange of information, the seeking and considering of the advice and view of each party with appropriate opportunity provided to discuss and comment in a genuine manner and recommendations made wherever possible.
- (b) The above does not imply unanimous or majority agreement, nor does it interfere with Employer or Union rights arising out of the Collective Agreement.

- (c) The Labour Management Committees shall not be used as vehicles for settling disputes which should be processed through the Grievance and Arbitration Procedure.
- 26:09** The Committees shall not deal with grievances which are in the course of being processed as provided within the Grievance Procedure of this Collective Agreement.
- 26:10** The Committee members shall be allowed time off with pay, including travelling time for purposes of attendance at Committee meetings and for business arising from Committee decisions at the direction of the Committee.
- 26:11** Where an employee(s) submit material which is to be considered by the Committees, the Employer at its discretion may or may not request the presence of the individual(s) concerned to be in attendance at the meeting for purposes of discussion and any expenses incurred will be paid by the Employer.
- 26:12** Part-time employees will be allowed to participate in Labour Management Committees.

Article 27 Technological Change

- 27:01** In this Article “Technological Change” means:
- (a) The introduction, by the Employer into the employee’s work, undertaking or business, of equipment or material of a different nature or kind than that previously used by the employee in the operation of the work, undertaking or business; and
 - (b) A change in the manner in which the Employer carries on the work, undertaking or business that is directly related to the introduction of that equipment or material.
- 27:02** The Employer agrees that all reasonable effort shall be made so that no present employee who is covered by this Agreement shall lose his/her

employment as a result of the introduction of a technological change as herein before defined.

- 27:03** In the event of the introduction of a technological change as defined in Article 27:01, the Employer shall endeavour to have employees covered by this Agreement perform the work pertaining thereto. All opportunity where and to whom applicable for retraining on new equipment or material as defined in this Article will be provided by the Employer during normal working hours where possible and the employees during the period of retraining shall be paid at their normal rate of wages.
- 27:04** The provisions of this Article are intended to assist employees affected by any technological change to adjust to the effects of the technological change and Sections 72, 73 and 74 of the Manitoba Labour Relations Act do not apply during the term of this Agreement to the Employer and the Union. If the Employer decides to effect a technological change that is likely to affect the terms and conditions or the security of employment of a significant number of employees or to alter significantly the basis upon which this Agreement was negotiated, then;
- (a) The Employer will give to the Union written notice of the technological change at least six (6) months prior to the introduction thereof and will discuss with the Union the steps to be taken to assist the employees affected to adjust to the effects of the technological change provided for in Article 27:02.
 - (b) If, in the opinion of the Union, the Employer has failed to comply with paragraph (a) above, the Union may submit such alleged failure in writing as a difference between the Union and the Employer at Step 2 of the Grievance Procedure whereupon it shall be decided by arbitration under Article 34 whether or not the Employer has effected a technological change that is likely to affect the terms and conditions or the security of employment of a significant number of employees or to alter significantly the basis upon which this Agreement was negotiated, and such finding shall be binding and final on the parties hereto.

Article 28 Uniforms, Protective Clothing and Footwear

It is understood by the parties that uniforms, protective clothing and footwear purchased under this Agreement are intended for use in the performance of duties in the workplace.

28:01 Uniforms for Full-Time Retail Employees

- (a) The Employer shall make available for each liquor store employee:
 - (i) Pants - three (3) pairs;
 - (ii) Shirts - four (4) (employee option - long or short sleeves);
 - (iii) **High Visibility Parkas** - an adequate supply in each store.
 - (iv) **High Visibility Vests – Adequate supply in each store.**

Employees may request additional shirts in lieu of pants or vice versa provided the overall allotment of shirts and pants remains within the allowable amount as outlined above.

28:02 Uniforms for Part-Time Retail Employees

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

- (a) **An employee attaining at least three hundred and thirty (330) hours of service with the Employer and works an average of one (1) shift per week will be supplied with one (1) uniform shirt as designated by the store manager, per fiscal year.**
- (b) **An employee attaining at least three hundred and thirty (330) hours of service and works an average of two (2) shifts per week will be supplied with up to three (3) uniform shirts as designated by the store manager, per fiscal year.**

- (c) Replacement shirts and pants will be provided for normal wear only and will be at the discretion of the store manager. Employees to qualify must meet the qualifications of shifts worked per week.
 - (d) Any abuse or loss of articles provided in (a) or (b) will necessitate replacement by the employee from the Employer's authorized supplier.
 - (e) The Union recognizes that the Employer shall require qualified part-time employees to wear items supplied to them by the Employer.
 - (f) Uniform shirts provided to part-time employees are for Employer activities only.
 - (g) Employees are responsible for the proper care of their uniform shirts.
 - (h) Pants/slacks to be worn must be black in color.
 - (i) Employees are expected to report for each shift in a clean and presentable manner.
 - (j) Extra shirts may be purchased by the employee from the Employer's authorized supplier at the Employer's cost.
 - (k) A part-time retail employee upon attaining 2,000 hours of continuous part-time service with the Employer will be supplied with one (1) pair of pants and thereafter the retail part-time employee will receive one (1) pair of pants per fiscal year.
- 28:03 (a) The Employer shall make available to each liquor store employee one (1) name tag (first name only). Name tags will be worn at all times by employees when on duty, except where the employees and the manager of individual stores agree that there is documented evidence that the wearing of name tags has led to an unacceptable level of harassment by the public. In such cases,

employees would not be required to wear name tags while on duty. A name tag identifying an employee as the Steward will be supplied by the Employer to be worn along with the employee's name tag.

- (b) In the year that the Employer changes shirt style and colors, each full-time retail store employee shall receive five (5) shirts in that year only. In all subsequent years, each full-time retail store employee shall receive shirts as stated in Article 28:01(a)(ii).

28:04 Uniforms for Warehouse and Maintenance Departments:

The Employer shall make available for each employee in the Warehouse and Maintenance Departments:

- (a) Pants - three (3) pairs (machine washable);
- (b) Shirts - four (4) (machine washable) two (2) short sleeved and two (2) long sleeved;
- (c) Shoes –appropriate CSA approved safety footwear maximum cost **one hundred seventy-five dollars (\$175.00)** per fiscal year except when a higher cost results from the requirement for a special orthopaedic shoe prescribed by a physician. **There shall be a minimum interval of nine (9) months between issuance of safety footwear allowance.**

An employee who has not made a safety footwear claim in one (1) fiscal year may claim twice (2x) the footwear allowance of up to **three hundred fifty dollars (\$350.00) effective April 1, 2024** in the next fiscal year. Safety footwear allowances are not cumulative beyond the second year.

Safety footwear insert allowance of up to thirty five dollars (\$35.00) per fiscal year. An employee who has not made an insert claim in one fiscal year may claim twice the insert allowance of seventy dollars (\$70.00) in the next fiscal year. Insert allowances are not cumulative beyond the second year.

- (d) Work gloves - one (1) pair;
- (e) Lined jacket - one (1) (Warehouse Section) where required;
- (f) A jacket with a zip-in or removable lining for between seasons - one (1) (maintenance) where required.
- (g) Part-time employees who have completed one thousand (1000) hours of actual service in the warehouse/maintenance departments are eligible to receive two (2) shirts, two (2) pants, and a boot and arch insert allowance.
- (h) **High-visibility vest – one (1) new vest per fiscal year upon return of the used one.**

28:05 The Employer shall replace at no cost to an employee all items in Articles 28:01(a)(i) and (ii) and 28:04(b) every eighteen (18) months. The Employer shall replace the items in Articles 28:02 (a), (b), (c) by April 1st of each year with chits handed out by March 1st. Any employee who has commenced employment in the six (6) month period prior to April 1st would be required to wait until April 1st in the next calendar year for replacement.

28:06 Items such as parkas, coveralls, smocks, shall be cleaned by the Employer to enable the above to be in a clean condition at no cost to any employee.

28:07 The Employer shall supply and maintain an adequate supply of masks with filters for those employees who require them.

28:08 The Employer shall supply and maintain smocks and/or coveralls for those employees who require them.

28:09 Any abuse or loss of articles provided in Articles 28:01(a), (b), (c) and (d), and 28:02 (a), (b), (c), (d), (e) and (f), will necessitate replacement by the employee concerned provided the abuse or loss is directly attributable to negligence on the part of the employee.

28:10 The Union recognizes that the Employer shall require employees to wear items supplied to them by the Employer as provided under this Article.

28:11 Replacement shirts and pants will be provided for normal wear only and will be at the discretion of the Store Manager.

Article 29 Resignation

29:01 Where an employee wishes to resign, the employee shall give written notice at least two (2) weeks in advance specifying the last day the employee will be present at work to perform the employee's regular duties, to his/her immediate supervisor, outside of the bargaining unit.

29:02 The employee shall receive from the Employer on the pay day following the last day referred to in Article 29:01 above, payment of all or any wages, and any other benefits under the terms of this Agreement.

29:03 Where an employee is absent without leave for a period of **five (5)** working days, the employee shall be considered to have abandoned his/her position and shall be deemed to have been terminated on that last day on which the employee was **expected to return to** work and performed his/her regular duties.

Article 30 Layoff

30:01 Both parties recognize that job security should increase in proportion to length of service. Therefore, in the event of a layoff, permanent employees shall be laid off within their classification in the reverse order of their bargaining unit wide seniority.

30:02 If a reduction of permanent employees is necessary due to a shortage of work or for reasons beyond the control of the Employer, the Employer shall meet with and advise the Union of the proposed reduction and the jobs affected prior to layoff notices being issued.

30:03 The Employer shall notify employees who are to be laid off thirty (30) days prior to the effective date of the layoff. The notice shall give the reasons for the layoff and its expected duration. If an employee has not had the

opportunity to work the days as provided in this Article, he shall be paid for the days in which work was not made available.

- 30:04** Employees laid off shall be placed on a reemployment list with a copy furnished to the Union and shall be called back to work as required within their classification beginning with the most senior employee and descending from there.
- 30:05** (a) Notice of reemployment to an employee who has been laid off shall be made by registered mail to the last known address of such employee filed by the employee. If an employee fails to reply within one (1) week of such recall notice, which shall be stated in the notice of recall, the employee's services are terminated.
- (b) An employee who is recalled for work, shall be allowed a minimum of two (2) full weeks to report to work or such longer period of time as may be agreed upon by the Employer and the employee.
- 30:06** No new employee shall be hired until those laid off have been given an opportunity of recall.
- 30:07** By written agreement, the employee may elect to terminate and receive Retirement/Termination Allowance, as provided in Article 49 at the time of layoff and thus waive his/her right to be placed on the reemployment list. In any case, the employee shall automatically be terminated after twelve (12) months of continuous layoff at which time the employee will be paid any Termination Allowance to which the employee is entitled.
- 30:08** When a dispute arises concerning an employee's layoff, he/she may grieve commencing at Step 2 of the Grievance Procedure.
- 30:09** For part-time employees, accumulated service is used for purposes of layoff, separate from full-time.
- 30:10** **Notice of Layoff, Resignation or Termination for part-time employees**
- (a) The period of notice required to be given by the employee or his/her Employer is the same as that applicable to full-time employees.

- (b) Pay in lieu of notice shall be calculated by multiplying the number of weeks' notice by the pro-rating factor.
- (c) A part-time or term employee dismissed from Manitoba Liquor & Lotteries for just cause may not be paid two (2) weeks wages or salary equivalent; this decision shall be at the sole discretion of management.

Article 31 Bumping Rights

- 31:01** Any permanent employee who is subject to layoff may bump a less senior employee from an equivalent or lower classification for which he/she possesses the minimum requirements and the ability to perform the job.
- 31:02** Permanent employees who are bumped under the foregoing provision may in turn exercise their seniority to bump other employees in accordance with Article 31:01.
- 31:03** Employees who bump laterally or to a lower level job will be paid at the step in the new classification which is closest to their then current pay on such movement along with increases on their appropriate service dates, provided however, that they will not receive a salary which is higher than the maximum of the lower level jobs.
- 31:04** Employees who accept the lower level position under this Article shall have the right to reinstatement in their former classification, if such becomes available within one year from the date of accepting the lower level position. The job in such instances will not be posted. The employee shall be reinstated at the step in the higher classification which is closest to his/her then current pay with increases on his/her appropriate service dates. Notwithstanding the above, no employee shall be slotted at a step lower than that which he/she was being paid prior to being bumped downwards. The Union shall receive copies of all recalls and/or reinstatement notices.

Article 32 Employee Performance Review and Employee Files

- 32:01** (a) An employee shall report any changes in name, address, phone number etc. to Human Resources in writing before or as quickly as possible after the relevant change. Human Resources will advise other relevant parties as appropriate, except the Liquor, Gaming **and Cannabis** Authority (LGCA) (employees are required to notify the LGCA directly of any changes).
- (b) Employees who are related to or who become related to another Manitoba Liquor & Lotteries employee must declare these relationships to the Human Resources Department in an effort to proactively address any potential conflicts of interest.
- 32:02** The Employer agrees that there be only one file kept or used by the Employer for each employee and such file be located in the Human Resources Division and no other personnel files are to be kept by any other person.
- 32:03** Upon written request to the Vice President, Human Resources or his/her designate, an employee and/or a representative of his/her choice, who is so named in the request and for whom written consent is provided by the employee, shall have the right to examine the personnel file kept by the Employer for that employee. An employee or their representative may have copies of any document(s) in their personnel file. This provision shall not be unreasonably requested or denied.
- 32:04** 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 an employee.
- 32:05** 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 attach his/her own comments to the assessment. Unless declined by the employee, the employee shall be

provided with an exact copy for the employee's own records, within five (5) working days. Refusal to sign shall be signified on the performance appraisal form and the absence of the employee's signature will not render the performance appraisal invalid.

32:06 An employee shall have the right to make a request in writing, including by email, to Human Resources for the removal of any documents pertaining to disciplinary action and/or unsatisfactory reports contained in the employee's personnel file. Such documents pertaining to disciplinary action can only be requested after one (1) year from the date such action was taken.

After two (2) years have elapsed since the disciplinary action was taken or unsatisfactory report was filed, provided there has been no re-occurrence of a similar nature, the Employee can initiate a written request to Human Resources and have removed and destroyed from their file any disciplinary report or unsatisfactory report (excluding performance appraisals) placed on the personnel file of this employee.

Article 33 Suspensions and Dismissals

33:01 No employee shall be suspended from the Employer without just cause. The reasons for and the duration of the suspension shall be in the written notice to the employee.

33:02 Any wages or benefits owing to the employee up to the date of the commencement of his/her suspension shall be paid to the employee as if there was no suspension in effect.

33:03 An employee suspended or about to be suspended shall have the right to use the Grievance and Arbitration Procedure commencing at Step 2 within fifteen (15) days from the date upon which he/she received written notice as required in Article 33:01.

33:04 No employee shall be dismissed from the Employer without just cause and the full reasons for the dismissal shall be in writing to the employee included with the dismissal notice.

- 33:05** An employee dismissed from the Employer with just cause, may not be paid two (2) weeks' wages or salary equivalent; this decision shall be at the sole discretion of management.
- 33:06** An employee, upon receipt of his/her notice of dismissal or upon the effective date of his/her dismissal, whichever is earlier, within fifteen (15) days shall have the right to grieve the matter, commencing at Step 2 of the Grievance and Arbitration Procedure.
- 33:07** Where either a suspension and/or dismissal is proceeded with to arbitration, the Arbitrator shall have the authority to either rescind, vary or uphold the decision of the Employer.

Article 34 Grievance and Arbitration Procedure

- 34:01** 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.
- 34:02** 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 a representative present at such a discussion.
- 34:03** Definitions
- (a) "REPRESENTATIVE" - means the following:
- (i) Staff member of the Union;
 - (ii) Steward(s) of the Component of the Union;
 - (iii) Officer(s) of the Component of the Union.
- (b) "GRIEVANCE" - means a complaint in writing presented by an employee and/or a Representative, on that employee's behalf or on behalf of one or more other employees with respect to:

- (i) Any matter relating to working conditions not specifically covered by this Agreement;
 - (ii) Any matter concerning the application, interpretation or any alleged violation of this Agreement.
- (c) “POLICY GRIEVANCE” - means a complaint in writing presented by a representative of the Union with respect to any matter concerning the application, interpretation or any alleged violation of this Agreement. Such grievances shall be submitted to the Vice President, Human Resources, who, for the purposes of policy grievances, shall be equivalent to Step 2 of the grievance procedure.
- (d) “DAYS” - referred to in this Article are days excluding Saturdays, Sundays and Holidays.
- (e) “PERSON AUTHORIZED” - means a designated representative of the Human Resources (Labour Relations) department or designate.

34:04 Unless otherwise agreed to by the parties, hearings shall be held at all steps of the Grievance and Arbitration Procedure and further the grievor shall be entitled to have a Representative(s) of his/her choice present.

34:05 A grievance shall not be deemed to be invalid or defeated by reason of technical irregularity.

34:06 The grievor or Representative may clarify the written description of the grievance at any step, providing the substance of the grievance is not changed.

34:07 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. Grievances may be filed and replied to electronically.

34:08 Whenever a reply to a grievance is presented to the grievor or 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.

34:09 Steps of the Grievance and Arbitration Procedure:

One – Director/Executive General Manager or designate.

Two - Director/Vice President responsible for relevant Department or designate.

Three – Arbitration.

34:10 Step One

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

34:11 Step Two

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

34:12 (a) 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.

- (b) Either party may request an extension of the time limits provided such extension is requested prior to the expiry of the time allowed. An extension, if requested, shall not be unreasonably withheld.

34:13 Step Three – Arbitration

Where the decision of Step Two is unsatisfactory to the grievor and to the Union, the grievance shall, within twenty (20) days from the date the reply was received from Step Two, be referred to Arbitration.

The parties will attempt to reach agreement on the selection of a single arbitrator within ten (10) working days.

- (a) Either party is entitled to call witnesses or other persons to give testimony and if employees of Manitoba Liquor & Lotteries are called in by the Employer they shall be allowed leave with pay and if employees of Manitoba Liquor & Lotteries are called by the Union they shall be allowed leave on a wage recovery basis.
- (b) Within fifteen (15) days of the conclusion of the hearing(s) or such longer period of time mutually agreed by the parties, the Arbitrator shall render a decision in writing to the Employer and the Union.
- (c) The decision of the Arbitrator shall be final and binding upon the parties.
- (d) The Arbitrator shall not have the authority to amend, add to in any manner or change any Article of the Agreement.
- (e) Each party shall bear equally the expenses of the Arbitrator.

Article 35 Premiums

35:01 Effective March 25, 2022 each full-time **and part-time** employee required to work a scheduled shift shall receive a shift premium of **one dollar and fifteen cents (\$1.15)** per hour or portion thereof per day, for only scheduled shift hours worked past **5:00 p.m.** Such differentials shall not form part of

the basic wage rate or be used in calculating overtime pay. Any overtime worked after a scheduled shift will not be eligible for the shift premium.

- 35:02** (a) Effective **March 25, 2022** each regular employee shall receive **seventy-five cents (\$0.75)** per hour for all regular hours of work or portions thereof on a Saturday or Sunday.
- (b) Each regular employee who works overtime shall be eligible for weekend premium for all hours of work or portions thereof on a Saturday or Sunday.
- (c) The weekend premium shall not be included in the calculation of overtime payments, superannuation, group life insurance, sick leave payments, vacation pay or any other employee benefits.

35:03 **Shift Premiums for Part-time Employees**

- (a) Effective **March 25, 2022**, each part-time employee shall receive **one dollar and ten cents (\$1.10)** per hour for all regular hours of work or portions thereof on a Sunday.
- (b) The Sunday premium of **one dollar and ten cents (\$1.10)** per hour shall not be included in the calculation of overtime payments, superannuation, group life insurance, sick leave payments, vacation pay or any other employee benefits or pay.

35:04 **Overnight Shift Premium at the Distribution Centre**

Employees working the overnight shift as outlined in Article 21:02(f) will receive a shift premium in the amount of one dollar and sixty cents (\$1.60) per hour for the duration of the shift.

Article 36 Longevity

- 36:01** Effective date of ratification, in addition to all other salary due him, each full-time employee who has received the maximum salary in his/her classification for a continuous period of five (5) years, shall be granted a longevity increment which will be an amount equal to five percent (5%) of his/her then

hourly rate of pay in the applicable classification, such increment to be granted only once in each classification. Upon change of classification the longevity increment will form part of the new salary.

- 36:02** Where an employee has received a longevity increase pursuant to Article 36:01 and that employee is promoted, the employee will receive a dollar increase equal to the difference between the salary at Step 3 of the classification from which he/she is being promoted (excluding the longevity increase) and the salary at the step of the classification to which the employee has been promoted.

Notwithstanding Article 23:03(a), it is recognized that this procedure could result in an employee being placed between steps on the scale. In such cases, progression to a full step on the scale would be in accordance with Article 23:03.

- 36:03** In no case can an employee receive a longevity increase which would result in a salary greater than five percent (5%) above Step 3 in the classification.

Article 37 Remoteness Allowance

- 37:01** All employees who have an established place of residence north of latitude 53, in areas such as The Pas, Flin Flon or Thompson shall receive a **biweekly** Remoteness Allowance as follows:

Date of Ratification

Single	\$150.00*
Dependent	\$182.50*

***Effective March 25, 2022, biweekly Remoteness Allowance will be subject to negotiated General Wage increases.**

37:02 Remoteness Allowance for Part-time Employees

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

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

Article 38 Statutory Holidays**38:01 (a)** Statutory holidays with pay are:

New Year's Day	Terry Fox Day
Louis Riel Day	Labour Day
Good Friday	Thanksgiving Day
Easter Monday	Remembrance Day
Victoria Day	Christmas Day
July 1	Boxing Day

National Day for Truth & Reconciliation

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

38:02 Provided that where any statutory holiday falls on a Saturday or Sunday, the working day(s) following the holiday(s) shall be observed as a holiday(s) in lieu thereof, except in liquor stores.

38:03 Where any of the holidays mentioned in Article 38:01(a) above falls on the non-working day of a regular employee who normally works five (5) days a week in a store which is open six (6) days a week, the employee so affected shall have the option of receiving pay for the said holidays at a rate which is one hundred fifty percent (150%) of his/her normal salary or receiving time off at a rate of one and one-half (1 1/2) days for each day falling on his/her non-working day. Such leave to be taken at a time mutually agreeable to the employee and the Employer.

- 38:04** All other employees who are required to work other than on a Monday to Friday basis, shall be entitled to the equivalent of one (1) day's pay or time off in lieu thereof for any of the holidays mentioned in Article 38:01(a) where such holiday falls on their non-working day. Such leave to be taken at a time mutually agreeable to the employee and the Employer.
- 38:05** In a week in which one (1) Statutory Holiday occurs, provided the employee has not worked the Statutory Holiday and has received that day off with pay in lieu, the scheduled work hours for a full time, four (4) day/week retail employee will be 28.5 hours. Overtime premiums shall be applicable for all hours worked after 28.5 hours. In a week in which one (1) Statutory Holiday occurs, provided the employee has not worked the Statutory Holiday and has received that day off with pay in lieu, the scheduled work hours for a full time, five (5) day/week retail employee will be 30.4 hours. Overtime premiums shall be applicable for all hours worked after 30.4 hours.
- 38:06** In a week in which two (2) Statutory Holidays occur, provided the employee has not worked the Statutory Holidays and has received those days off with pay in lieu, the scheduled work hours for a full time, four (4) day/week retail employee will be 19 hours. Overtime premiums shall be applicable for all hours worked after 19 hours. In a week in which two (2) Statutory Holidays occur, provided the employee has not worked the Statutory Holidays and has received those days off with pay in lieu, the scheduled work hours for a full time, five (5) day/week retail employee will be 22.8 hours. Overtime premiums shall be applicable for all hours worked after 22.8 hours.
- 38:07** A full time employee who is specifically called in for an emergency situation on a Statutory Holiday as outlined in Article 38:01 shall be paid double time (2x) for all hours worked.
- 38:08** **Statutory Holidays for Part-time/Term Employees**
- (a) A part-time employee will be eligible for pay for a holiday on which the employee does not work provided the employee:

- (i) Did not fail to report for work after having been scheduled to work on the day of the holiday and
 - (ii) Has not absented himself/herself from work without the consent of the employing authority on his/her regularly scheduled working day immediately preceding or following the holiday unless his/her absence is by reason of established illness.
- (b) Part-time employees who have not worked the equivalent of normal working hours of a full-time employee in the week the Statutory Holiday falls, will be paid at the rate of time and one-half for all hours worked on a Statutory Holiday.
 - (c) Part-time employees who work the equivalent hours of a full-time employee in the week the Statutory Holiday falls will be paid as per Article 22:05.

Article 39 Vacations With Pay

39:01 Employees shall receive vacation with pay as follows:

- (a) Immediately upon completion of a full vacation year of continuous employment, an employee shall be entitled to vacation with pay for a period of three (3) weeks and three (3) weeks' vacation within each of the following two (2) years thereafter.
- (b) Immediately upon completion of the employee's fourth year of continuous employment, the employee shall be entitled to and shall receive four (4) weeks' vacation within that vacation year and four (4) weeks' vacation within each of the following five (5) years thereafter.
- (c) Immediately upon completion of the employee's tenth year of continuous employment, the employee shall be entitled to and shall receive five (5) weeks' vacation within that vacation year and five (5) weeks' vacation within each of the following nine (9) years thereafter.

- (d) Immediately upon completion of the employee's nineteenth year of continuous employment, the employee shall receive six (6) weeks' vacation within that vacation year and six (6) weeks' vacation each year thereafter.
- (e) Employees will receive a bonus weeks' vacation upon completion of thirty-five (35) years of service and again upon completing each two (2) years of succeeding service.
- (f) Any employee who has completed less than one (1) full vacation year of continuous employment shall be entitled to and shall receive vacation with pay at a rate of one and one quarter ($1 \frac{1}{4}$) working days for each month worked.
- (g) For purposes of this Article the following will apply:
 - (1) Vacation year shall mean the period April 1 to March 31.
 - (2) An employee commencing employment on or prior to the fifth day of any month shall be deemed to have worked the entire month.
 - (3) Fractions of days greater than one-half ($\frac{1}{2}$) shall be rounded up. Fractions of days less than one-half ($\frac{1}{2}$) shall be rounded down.

39:02 An employee while on leave with pay, sick leave with pay or in receipt of Workers Compensation shall be entitled to his/her vacation with pay in the same manner as if he was not absent from work.

39:03 Where one or more Statutory Holidays fall within the vacation period(s) of an employee, an additional working day(s) shall either be added to the vacation period(s) if requested by the employee or be taken at some later date of the employee's choice, upon mutual agreement with the employee's immediate supervisor.

39:04 Vacation leave of up to four (4) weeks may be taken at any time within the vacation year provided such vacation leave has been approved by that employee's Department Head or his/her delegate. With Employer approval,

employees may be able to carry forward up to one (1) week of vacation hours to the following vacation year. Hours greater than one (1) week will be reviewed by the Employer on a case by case basis.

39:05 Vacation leave shall not be taken in advance of when it is earned.

39:06 Vacation leave shall be taken on the basis of seniority as follows:

(a) Where an employee as a result of his/her seniority selects his vacation in two (2) or more periods, he/she must after making his/her selection for the first period, wait until all other employees have their opportunity according to their seniority and after the seniority list has been gone through, shall receive his/her opportunity to select the second period of his/her choice, and so on.

(b) Full-time employees who commenced service on the same date shall have their seniority, for purposes of scheduling vacation leave, determined as follows:

(i) Any prior service accumulated as a part-time employee shall be considered, with the employee having the most deemed the most senior; or

(ii) In all other cases, chance shall be the method of determination.

39:07 (a) Where, in an emergency, the Employer finds it necessary to restrict the whole or part of the vacation leave of an employee, the employee concerned shall be granted such unexpended leave at the employee's choice of when it is to be taken.

(b) The Employer, with the consent of the employee, may authorize payment of salary in lieu of vacation or any portion thereof.

39:08 All employees required to live north of the 53rd parallel of latitude shall have two (2) additional days of travelling time added to their normal vacation period.

- 39:09** In the event an employee dies, payment for unused vacation shall be made to his/her estate.
- 39:10** Except as provided in Article 39:04, vacation leave shall be taken in the vacation year following the vacation year in which it is earned.
- 39:11** Vacation leave greater than four (4) weeks may be granted to an employee who is planning an out of province or out of country trip or where it is operationally feasible to grant vacation leave greater than four (4) weeks.
- 39:12** Effective February 23, 2007, a part-time employee who is promoted to a full-time position (full-time seniority date) shall have their total accumulated service since their commencement date recognized only for purposes of determining how much vacation with pay they will receive under Article 39:01 of the Collective Agreement.

Depending when the promotion takes place the promoted employee may have completed less than one (1) full vacation year of continuous employment as set out in Article 39:01(f) and (g), and therefore they shall be entitled to receive vacation with pay that is pro-rated for the first year of full-time employment.

Vacation leave shall be taken on the basis of seniority as set out in Article 39:06 and in accordance with the employee's seniority as set out on the full-time list established under Article 15:03.

39:13 **Vacation for Part-time Employees**

- (a) As at date of signing, all part-time employees are to receive vacation pay at the rate of six percent (6%).
- (b) As at April 1, 1986, all part-time employees are to be paid on a pro-rated basis in accordance with Article 39. Eligibility will be based on total accumulated hours.
- (c) Part-time employees would only be considered laid off if no hours were made available to them for a continuous period in excess of four (4) pay

periods. A reduction in the number of hours made available to a part-time employee shall not be construed a layoff.

Article 40 Sick Leave

- 40:01** The Employer shall grant sick leave with pay to an employee to the extent the employee has accumulated such sick leave as provided for in Articles 40:03 and 40:05.
- 40:02** Sick leave shall be credited to an employee to protect him/her from loss of earnings when he/she is incapacitated by illness, injury or for an absence as a result of an injury that is pending a decision of the Workers Compensation Board.
- 40:03** An employee shall accumulate sick leave at the following rates:
- (a) During the first four (4) years of service one (1) working day per month.
 - (b) After the first four (4) years of service two (2) working days per month.
- 40:04** The maximum number of sick leave days an employee will be able to accumulate will be **two hundred and eight (208) effective April 1, 2024.**
- 40:05** Sick leave shall not accumulate during a month when an employee is:
- (a) On leave of absence without pay for more than ten (10) consecutive days;
 - (b) Absent on sick leave for more than thirty (30) consecutive days;
 - (c) Absent without leave.
- 40:06** Absences for sick leave shall be deducted from accumulated sick leave credits for all normal working days (exclusive of Holidays as defined in Article 38:01). Where an employee is absent for part of his/her shift because of illness, deductions from sick leave credits shall be made for actual hour(s) missed.

- 40:07** Where an employee is absent from duty because of illness, the employee shall endeavour to notify his/her immediate supervisor of his/her absence at the earliest possible opportunity.
- 40:08** Where an employee is absent because of illness for three (3) consecutive working days or more, he/she may be required to furnish Manitoba Liquor & Lotteries with a certificate or letter from a duly qualified medical practitioner, certifying that the employee was unable to be present at work because of the illness. This medical note shall be submitted not later than two (2) weeks from the initial date of absence or upon his/her return to work, whichever is earlier. Where an employee is not able to furnish a certificate or letter, he/she shall not be entitled to be paid for the period of his/her absence.
- 40:09** (a) The Employer may require an employee to have a psychiatric and/or physical examination by a duly qualified medical practitioner designated by the Employer or designated by the employee and acceptable to the Employer.
- (b) The full cost of such examinations shall be borne by the Employer and the appointment(s) shall be on that employee's working time or arrangements be made for compensatory time off at the employee's option and choice.
- 40:10** A record of all unused sick leave credits will be kept by the Employer. Each employee shall be informed, on application, the amount of sick leave accrued to his/her credit.
- 40:11** An employee is entitled to be paid sick leave for time lost due to quarantine where he/she is unable to work as certified by a qualified medical practitioner.
- 40:12** **(a) Family Leave**
Where conditions warrant, family leave with pay may be granted to an employee to attend to an immediate family member as defined in Article 41:01 who has a real, immediate and/or unavoidable medical condition. To qualify, an employee must have a minimum of thirteen (13) days sick leave

credits. Such days shall be limited to a maximum of five (5) days per calendar year and shall be deducted from the employee's sick leave pool. A medical certificate from a qualified medical practitioner may be requested by the Employer to verify family illness if the employee is absent from work three (3) consecutive days. An employee is not allowed to reduce his/her sick leave credits to less than twelve (12) days per calendar year as a result of the application of this Article. **Approval shall not be unreasonably denied.**

(b) Personal Wellness Leave

In addition, employees shall also be entitled to two (2) days that can be used for the purpose of personal wellness and such days will not be allowed to reduce their sick leave credits to less than twelve (12) days per calendar year as a result of the application of this Article.

40:13 Employee medical and dental appointments will be taken from sick leave. Appointments should be made outside of work hours where reasonably possible.

With three (3) weeks' notice, a reasonable number of requests for leave will be granted. With less than three (3) weeks' notice the leave may be granted.

Special priority will be given to urgent medical needs and specialist appointments. If an employee has no sick leave available, it will be considered sick leave without pay.

40:14 When an employee is unable to work and is in receipt of an income replacement indemnity (I.R.I.) from M.P.I. as a result of an injury incurred in a vehicle accident, the employee may elect to be paid an additional amount, which when combined with the I.R.I. benefit, shall ensure the maintenance of net salary. Such additional amount shall be chargeable to the employee's sick leave credits accrued at the time the employee commenced receipt of the I.R.I. and such additional payment shall be payable until the employee's accrued sick leave credits have been exhausted.

40:15 The Employer will advise the Union of workplace accommodations required for employees covered by this agreement and will work jointly with the Union to facilitate the required accommodation. An employee may have union representation during the accommodation process, if they request. The Employer will take reasonable steps to provide medical accommodation to employees who are unable to perform any or all of the duties of their regular position.

40:16 **Sick Leave for Part-time Employees**

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

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

(b) Accumulated service is used to determine eligibility for receiving sick leave credits at a higher rate (i.e. one [1] day per bi-weekly pay period rather than one-half [1/2] day per bi-weekly pay period).

(c) In all applications of sick leave, Article 5:17 will be used to calculate the benefit.

Article 41 Compassionate Leave

41:01 An employee shall be granted four (4) days leave with pay in the event of the death of a member of the employee's immediate family. For purposes of this section, immediate family is defined as: father (step father), mother (step mother), mother-in-law, father-in-law, grandparent, brother, sister, spouse, child, step child or ward of the employee or a relative permanently residing in the employee's household or with whom the employee resides and common-law spouse or life partner.

41:02 An employee shall be granted one (1) day leave with pay in the event of the death of an employee's son-in-law, daughter-in-law, brother-in-law, sister-in-law, grandchild, aunt, uncle, nieces and nephews.

- 41:03** An additional two (2) days shall be granted where it is necessary for the purpose of travelling at least two hundred twenty-five (225) km from the employee's home to attend the funeral.
- 41:04** An additional two (2) days shall be granted for the purpose of travelling more than two thousand (2,000) kms (one-way) from the employee's home to attend the funeral of a member of the employee's immediate family.
- 41:05** Compassionate leave for part-time employees will be pro-rated by multiplying the number of days the employee would qualify for by the pro-rating factor. For the purposes of leave under Articles 41:01, 41:02, 41:03, and 41:04 a part-time employee shall be entitled to the same number of days leave with pay as a full-time employee, but the pay per day of leave shall be pro-rated in accordance with Article 5:17.
- 41:06** **Compassionate leave entitlement as outlined in Article 41:01 may be used non-consecutively, if needed, and shall be used within ninety (90) days unless otherwise agreed to by the parties.**

Article 42 Leave for Other Reasons

- 42:01** (a) An employee shall be granted leave with pay to a maximum of one (1) day for acting as a pallbearer.
- (b) An employee may be granted leave with pay to a maximum of four (4) hours for attendance at the funeral of a friend.
- (c) For part-time employees, leave for acting as a pallbearer or for attendance at the funeral of a friend will be pro-rated by multiplying the number of days the employee would qualify for by the pro-rating factor. For the purposes of leave under Article 42:01 (a) and (b) a part-time employee shall be entitled to the same number of days leave with pay as a full-time employee, but the pay per day of leave shall be pro-rated in accordance with Article 5:17.

42:02 For the purpose of this Article, immediate family is defined as per Article 41:01.

42:03 (a) Family Leave

Unpaid Family Leave of up to five (5) days per year will be granted to an employee with a minimum of thirty (30) days of service, but only to the extent that the leave is necessary for:

- (i) The health of the employee; or
- (ii) The employee to meet his or her family responsibilities in relation to a family member as defined in Article 41:01.

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

(b) Unpaid Compassionate Care Leave

Unpaid Compassionate Care Leave of up to **twenty-eight (28)** weeks will be granted to an employee with a minimum of **ninety (90)** days of service to provide for the care or support to a seriously ill member of the employee's immediate family as defined in Article 41:01.

Physicians Certificate:

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

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

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

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

An employee may take no more than two (2) periods of leave totalling no more than **twenty-eight (28)** weeks, which must end no later than twenty-six (26) weeks after the day the first period of leave began.

No period of leave under this Article may be less than one (1) weeks' duration.

Unless the employee and Employer agree otherwise, an employee may end a leave earlier than the expiry of **twenty-eight (28)** weeks by giving the Employer at least forty-eight (48) hours' notice of his or her expected date of return.

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

42:04 Leave without pay may be granted for personal needs in the following manner:

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

Article 43 Leave for Birth or Adoption of Child

- 43:01** (a) An employee who is not the birth mother shall be granted two (2) days' leave with pay for the birth of the employee's child.
- (b) An employee shall be granted leave with pay up to a maximum of two (2) days on the occasion of his/her adoption of a child.
- (c) For part-time employees, paid leave for birth or adoption of child will be pro-rated by multiplying the number of days the employee would qualify for by the pro-rating factor.

Article 44 Workers Compensation

- 44:01** (a) When an employee is unable to work and is in receipt of Workers Compensation as a result of an injury incurred in the course of his/her duties, the employee shall be paid his/her regular salary, less usual deductions.
 - (b) If at any time it is decided by the WCB that the "regular salary" paid by the Employer involves a "top-up" and it is decided by the WCB that the additional amount "top-up" must be offset against benefits otherwise payable by the WCB then such additional amount shall not be payable to the employee.
- 44:02** Sick leave credits shall not accumulate after the third and subsequent months of continuous absence while on Workers Compensation.

44:03 Workers Compensation for Part-time Employees

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

Article 45 Maternity Leave/Parental Leave

- 45:01** (a) Every pregnant employee who has completed **seven(7)** continuous **months** of employment with the Employer shall be eligible for Maternity Leave, upon presentation of a certificate from a duly qualified medical practitioner giving the estimated date of delivery, to a maximum of seventeen (17) continuous weeks if delivery is on or before the date of delivery specified in the medical certificate or a period of seventeen (17) weeks plus an additional period of time equal to the period between the date of delivery specified in the medical certificate and the actual date of delivery, if delivery occurs after the date mentioned in that certificate. Such leave shall not normally commence more than seventeen (17) weeks prior to the expected date of delivery, but in any case no later than the actual date of delivery.
- (b) A full-time permanent employee who has been granted Maternity Leave shall, upon request to the Employer, be entitled to 93% of her salary for the first week of her maternity leave and the week following the last week of her E.I. benefits.
- (c) Upon application, the Employer will pay a full-time permanent employee on Maternity Leave sufficient monies that when combined with E.I. payments and any other earnings in respect of any week will result in

93% of the employee's salary. This supplement will be continued for a maximum of fifteen (15) weeks.

- (d) An employee wishing to resume employment on expiration of maternity leave shall be reinstated in the position occupied at the time such leave commenced or in a comparable position and shall be paid at the same step she was in prior to commencement of maternity leave with no loss of benefits. Leave granted to an employee under any of the foregoing Article 45 shall normally end 17 weeks after it began or 17 weeks after it began plus the additional period of time equal to the time between the estimated date and the date of delivery. Where necessary, the Employer may extend the length of maternity leave upon certification of the attending physician.

45:02 A full-time permanent employee applying for Maternity Supplement must sign an agreement with the Employer providing that:

- (a) She will return to work and remain in the employ of the Employer on a full-time basis for at least six (6) months following her return to work. A full-time employee returning to work from a maternity leave may request the option of returning to work on a part-time basis and, if approved, will remain in the employ of the Employer on a part-time basis for at least twelve (12) months following her return to work; and
- (b) She will return to work on the date of the expiry of her Maternity Leave unless this date is modified by mutual agreement of the employee and the Employer;
- (c) Should she fail to return to work as provided under (a) above, she is indebted to the Employer for a prorated amount of the money received as a Maternity Supplement based on the number of months she has remaining on her return in service commitment, rounded to the nearest full week;
- (d) If unforeseen circumstances prevent an employee from returning to work, the Employer may waive the requirement to pay back benefits;

- (e) If she does not take Parental Leave as provided in Article 45:03 she will return to work on the date of the expiry of her Maternity Leave.
- (f) If she does take Parental Leave as provided in Article 45:03 she will return to work on the date of the expiry of her Parental Leave;
- (g) Should she fail to return to work as provided under Maternity Leave and Parental Leave she is indebted to the Employer for the full amount of pay received as a maternity allowance during her entire period of Maternity Leave;
- (h) During the period of Maternity/Parental Leave paid vacation and sick leave benefits will not accrue. However, the period of Maternity Leave will count as service towards long service vacation time. Any other benefits which require an employee contribution shall be maintained upon agreement with the Employer to be paid for in advance by the employee.

45:03 Parental Leave

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

45:04 An employee who qualifies must have completed **seven (7)** continuous **months** of employment, and

- (a) Submit to the Employer an application in writing for Parental Leave at least four (4) weeks before the day specified in the application as the day on which the employee intends to commence the leave.
- (b) An employee who qualifies in accordance with Articles 45:03 and 45:04 is entitled to Parental Leave without pay for a continuous period of up to **sixty-three (63)** weeks or **sixty-three (63)** weeks less the number of days by which the notice given is less than four (4) weeks. During the period of Parental Leave, paid vacation and sick leave benefits will not accrue. However, the period of Parental Leave will count as service

towards long service vacation time. Any other benefits which require an employee contribution shall be maintained upon agreement with the Employer to be paid for in advance by the employee.

- (c) When an employee takes Parental Leave in addition to Maternity Leave the employee must commence the Parental Leave immediately on expiry of the Maternity Leave without a return to work unless otherwise approved by the Employer.
- (d) Subject to Article 45:04(c) Parental Leave must commence no later than **eighteen (18) months from** the birth or adoption of the child or the date on which the child comes into the actual care and custody of the employee.

45:05 In the case of Adoptive Parent Leave without pay, a part-time employee is eligible for the full calendar year time benefit, i.e. seventeen (17) weeks.

Article 46 Group Life Premiums

46:01 It is agreed that the Employer shall pay the full cost of each employee's Group Life Insurance premiums up to and including the fourth multiple.

Article 47 Accidental Death and Dismemberment Premiums

47:01 It is agreed that the Employer shall pay the full price of each employee's Accidental Death and Dismemberment Premiums.

Article 48 Ambulance, Hospital Semi-Private Plan, and Health Care Spending Account (HCSA)

48:01 The full cost of employee's premiums for the Health Insurance, Ambulance and Hospital Semi-Private Plan shall be paid by the Employer and shall continue to be paid at applicable rates during the life of this Agreement.

48:02 The Employer shall pay eighty five percent (85%) of the premiums for the major medical plan program (Extended Health).

48:03 Health Care Spending Account for Full-time Employees

Full time employees are provided with a Health Care Spending Account. Full-time employees will be able to apply for reimbursement of eligible health care and dental expenses for themselves and their dependents. **Effective January 1, 2024, the amount available for the Health Care Spending Account amount shall be increased by one hundred dollars (\$100.00).**

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

Full time employees and their dependents will not be eligible for reimbursement if expenses are recoverable from another source (Extended Health Plan, Dental Plan, Pharmacare, provincial health insurance or any other medical plan). The dollars in the Health Care Spending Account must be used in the benefit year in which they are allocated. There will be no carryover of Health Care Spending Account dollars into the next benefit year.

Upon submission of a claim, employees will be reimbursed for expenses incurred in the benefit year. If the Health Care Spending Account balance for the current benefit year has been used up, and an employee has outstanding eligible expenses, these expenses may be carried forward to a maximum of ninety (90) calendar days into the next benefit year for reimbursement.

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

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

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

48:04 Health Care Spending Account for Part-time Employees

A Health Care Spending Account is provided for all part-time employees who have reached two thousand (2000) hours of accumulated service. Eligible part-time employees will be able to apply for reimbursement of eligible expenses for themselves and their dependents as per Article 61 (Flex Benefits Plan – Full-time and Part-time Employees). **Effective January 1, 2024, the amount available for the Health Care Spending Account amount shall be increased by one hundred dollars (\$100.00).**

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

Eligible part-time employees and their dependents will not be eligible for reimbursement if expenses are recoverable from another source (Extended Health Plan, Dental Plan, Pharmacare, provincial health insurance or any other medical plan). The dollars in the Health Care Spending Account must be used in the benefit year in which they are allocated. There will be no carry over of Health Care Spending Account dollars into the next benefit year.

Upon submission of a claim, employees will be reimbursed for expenses incurred in the benefit year. If the Health Care Spending Account balance for the current benefit year has been used up, and an employee has outstanding eligible expenses, these expenses may be carried forward to a maximum of ninety (90) calendar days into the next benefit year for reimbursement.

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

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

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

Article 49 Retirement/Termination Allowance

- 49:01** Effective April 1, 2001, an employee whose services are terminated as a result of retirement in accordance with the Civil Service Superannuation Act, medical disability **as adjudicated by CSSB**, permanent layoff, or death, shall receive retirement/termination allowance in the amount of one (1) week's pay at his/her then current salary for each complete year of continuous employment, up to a maximum of twenty-five (25) weeks.
- 49:02** An employee shall have his/her pro-rated part time service, if any, aggregated with his/her full time service recognized only for the purposes of calculation of the Retirement/Termination Allowance under Article 49:01. Such aggregated service must be continuous.
- 49:03** For part-time employees, Retirement/Termination Allowance will be calculated in accordance with Article 49:01. The part-time employee's complete years of service is the total continuous part-time hours worked divided by the appropriate annual conversion factor (Article 15:07). The part-time employee will be eligible to receive Retirement/Termination Allowance in the amount of one (1) weeks pay at his/her current hourly rate for each complete year of continuous employment up to a maximum of twenty-five (25) weeks.

Article 50 Effect of Refusal to Facilitate Struck Employer

- 50:01** The Employer and no person acting on behalf of the Employer shall discharge or refuse to continue to employ or refuse to reemploy or layoff or transfer or suspend or alter the status of an employee who has refused to

perform all or any of the duties or responsibilities of an employee who is participating in a legal strike or who is locked out.

Article 51 Pay Plan

- 51:01** The provisions of any pay plan insofar as it applies to employees covered by this Agreement, after being mutually agreed upon by both parties hereto, shall be incorporated into and form part of this Agreement and will be known as the Pay Plan.
- 51:02** Where the Employer deems it necessary to adjust the rate(s) of pay for an existing classification of an employee(s) or to establish a rate(s) of pay for a new classification of employee(s) the procedure for any such amendment or any alteration of the Pay Plan shall be by joint negotiations between the parties hereto.

Article 52 Employer Liability

- 52:01** The Employer agrees to indemnify and save harmless any employee covered by this Agreement from and against any liability incurred by the employee by reason of any actions taken by the employee in good faith and within the scope of his/her employment with the Employer.
- 52:02** (a) The employee, upon being served with any legal process or upon receipt of any action or proceeding, as hereinbefore referred to, being commenced against him, shall immediately advise the Employer through his/her Department Manager and/or Vice President, Human Resources of any such notification or legal process.
- (b) Upon the employee notifying the Employer in accordance with paragraph (a) above, the Employer and the employee shall forthwith meet and appoint counsel that is mutually agreeable to both parties. Should the parties be unable to agree on counsel that is satisfactory to both, then the Employer shall unilaterally appoint counsel. The

Employer accepts full responsibility for the carriage of the proceedings and the employee agrees to cooperate fully with appointed counsel.

Article 53 Dental Plan

- 53:01** (a) (i) The Dental Plan will pay for Basic Service at the amount indicated in Article 61 of the Collective Agreement based on the option selected by the employee.
- (ii) Basic Dental Coverage will be provided to children of a divorced employee who are dependent upon that employee for financial support.
- (iii) The maximum amount the plan will pay in any calendar year for combined basic and major dental care is outlined in Article 61 of the Collective Agreement based on the option selected by the employee.
- (b) The Employer shall provide for the term of this Collective Agreement coverage for Major Dental Service per the amounts outlined in Article 61 of the Collective Agreement.
- (c) Limited to orthodontic treatment under an approved treatment plan orthodontic coverage under the Dental Plan will be continued for dependent children up to the child's twentieth (20th) birthday provided:
- (i) Orthodontic treatment was approved by the carrier and commenced prior to the child's twentieth (20th) birthday.
- (ii) The child continues to be a dependent of the employee.
- Coverage limitations are outlined in Article 61 of the Collective Agreement.
- (d) Lifetime maximum orthodontic coverage is outlined in Article 61 of the Collective Agreement.

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

53:02 Dental Benefits for Part-time Employees

Part-time employees who have reached two thousand (2,000) hours of accumulated service shall be eligible for dental coverage per Article 61 (Part Time Flex Benefit Plan). Part-time employees must indicate their selected plan option in writing

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

Article 54 Court Leave

54:01 An employee who is summoned for jury duty or selection 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 leave of absence with pay of the required period and all jury or witness fees received by the employee shall be remitted to the Employer.

54:02 An employee eligible for court leave in accordance with Article 54:01 shall be paid for all scheduled hours while absent on approved court leave.

54:03 Employees are entitled to retain any reimbursement for personal expenses incurred.

54:04 Court Leave for Part-time Employees

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

Article 55 Workplace Health and Safety Committee

55:01 The Employer and the Union recognize the importance of establishing a Workplace Health and Safety Committee to enhance the ability of employees

and managers to resolve health and safety concerns. Therefore, the Employer and the Union agree to the formation of a Workplace Health and Safety Committee. The Employer and the Union will have equal representation. The Committee shall meet as often as required to establish terms of reference and operating procedures.

- 55:02 The Employer shall institute and maintain all precautions to ensure every worker has a safe and healthy workplace. The Employer shall comply with all applicable safety and health legislation.**
- 55:03 The employee will take reasonable care to protect themselves and others who may be affected by their actions or omissions as well as being certain to use proper safety equipment, clothing and devices for their protection, provided by their Employer while respecting all aspects of the Workplace Safety and Health Act.**
- 55:04 During the month of January and June of every calendar year, the Union shall have the ability to request an up-to-date list of all current Workplace Safety and Health Committee members along with the respective training they have received to date. Such list shall be provided in an electronic format.**

Article 56 Robbery or Aggravated Assault

- 56:01** Manitoba Liquor & Lotteries recognizes and is concerned about potential trauma for employees threatened with a deadly weapon during a robbery attempt or employees subjected to aggravated assault. The Employer recognizes that such employees may require counselling and/or time off under the sick leave provisions. Management will refer such employees to counselling services if the employee so desires.

Article 57 Consultation Provision

- 57:01** During the term or prior to the termination of this Agreement, the parties shall, at the request of either party, meet at least once every two (2) months

for the purpose of discussing issues relating to the workplace which affect the parties hereto or any employee bound hereby.

Article 58 Vision Care and Hearing Aid Plan

58:01 Vision Care coverage is outlined in Article 61 of the Collective Agreement based on the option selected by the employee.

Eligible vision care expenses include the cost of:

Eyeglasses (frames and/or lenses)

Replacement glasses

Repairs to existing glasses

Contact lenses,

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

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

* Must have chosen an Option with Extended Health in order to qualify for an eye exam.

58:02 Where it is prescribed by the attending physician that an employee requires the assistance of two (2) hearing aids (one for each ear), the Hearing Aid Plan will cover the purchase of each Hearing Aid up to a maximum as outlined in Article 61 of the Collective Agreement based on the option selected by the employee during a five (5) year period, excluding payment for repairs, maintenance, batteries and recharging services.

58:03 Combined premiums for the Vision Care and Hearing Aid Plans will be one hundred percent (100%) paid for by the Employer.

58:04 A part-time employee who has reached two thousand (2000) hours accumulated service shall be eligible for vision care and hearing aid coverage

as outlined in Article 61 (Part Time Flex Benefit Plan). The part-time employee will indicate their selected plan option in writing.

Article 59 Harassment

59:01 The Employer and the Union recognize that harassment may exist in the workplace, however, both agree that harassment will not be tolerated. The parties agree that employees are entitled to a respectful and safe workplace which is free from discrimination, harassment and violence.

59:02 Harassment shall be defined as:

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

59:03 Where an employee is of the opinion that he or she has been or is being harassed by another employee, the employee may forward a written complaint directly to their department management or directly to the Director, Employee & Labour Relations in Human Resources. The complaint shall be marked "Personal and Confidential".

- 59:04** The Labour Relations team will endeavour to resolve the matter in an expeditious and confidential manner.
- 59:05** The alleged offender shall be entitled to notice of the complaint and shall be given the opportunity to respond to the complaint.
- 59:06** The Vice President, Human Resources or his/her designate, after the complaint has been investigated shall have the authority to:
- (a) Dismiss the complaint, or
 - (b) Determine the appropriate discipline, and/or
 - (c) Take any action which in his or her opinion may be necessary.
- 59:07** Where the Vice President, Human Resources or his/her designate determines that a complaint has been made for frivolous or vindictive reasons, he or she shall have the authority to:
- (a) Take disciplinary action against the complainant and/or
 - (b) Take any action against the complainant which in his or her opinion may be necessary.
 - (c) Any action taken in (a) and (b) above is subject to Article 34.

Article 60 Stores Operations

- 60:01** Where more than fifty percent (50%) of the full-time employees at a work location have indicated a desire to implement a four (4) day work week, the Union Steward, being the representative of the employees, and the Store Manager will meet to study the feasibility of implementing a four (4) day work week.

Where agreement cannot be reached, the matter will be referred to the appropriate Area Manager, who will meet with a representative of the Union. Where a four (4) day work week cannot be implemented, the parties hereto shall study the feasibility of earlier closing times and/or stores closing one (1)

day a week (other than Sundays), in an effort to implement better shift schedules with a view to having more consecutive days off each month.

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

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

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

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

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

Where any of the holidays mentioned in Article 38:01(a) of the Agreement falls on the non-working day of an employee who is on the four (4) day work week, the employee so affected shall be entitled to pay or a work day off in lieu of same, at a time mutually agreeable to the employee and the Employer.

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

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

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

Article 61 Flex Benefits Plan - Full-time and Part-time Employees

61:01 The current flexible health and dental benefit plans in the Collective Agreement for full-time and part-time employees are outlined in the charts below. The same eligibility qualifiers continue to apply (i.e. two thousand [2000] hours for part-time eligibility). The various Flex Plan options will make different combinations and levels of benefits available to employees. (Current benefits plans in this Collective Agreement will remain in place for the duration of this Collective Agreement with no changes.)

The Flex Plan benefits guide is available on line for all employees. Employees will be able to choose an option under the applicable Flex Health and Dental Plan based on their individual needs.

Employees can change Flex Health and Dental Plan options every two (2) years, and may also change their option before the two (2) year interval if a need arises due to a major life event, which may include: marriage; divorce; birth of a child; death of a partner, spouse or dependent; retirement of a partner; or layoff of a partner.

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

Full-Time Flex Health & Dental Plan

	Option 1	Option 2	Option 3	Option 4
<u>Ambulance/Hospital</u>				
Ambulance	100%	100%	100%	100%
Hospital	100%	100%	100%	100%
<u>Travel Health</u>	100%	100%	100%	100%

Extended Health				
Drugs Chiropractor Physiotherapy Massage Therapy Psychologist Other Paramedical Private Nursing Eye Exam Orthotics Other	No Coverage	No Coverage	50%** 50% } 50% } \$500/yr. 50% } combined 50% } maximum 50% to \$3,000/yr. 50% to \$45/2 yrs. 50% to \$350/yr. 50%	90% ** 90% } 90% } \$500/yr. 90% } combined 90% } maximum 90% to \$3,000/yr. 90% to \$45/2 yrs. Not covered 90%
Vision/Hearing				
Vision Care Hearing Aids	No Coverage	100% to \$200 /2 yrs. 100% to \$350 /5 yrs.	50% to \$200 /2 yrs. 50% to \$500 /5 yrs.	100% to \$200 /2 yrs. 100% to \$350 /5 yrs.
Dental				
Basic Major B/M Max Orthodontic* Orthodontic Max	No Coverage	100% 70% \$1,550/yr. 50% \$2,100 a lifetime	50% 50% \$1,550/yr. 50% \$2,100 a lifetime	100% 70% \$1,550/yr. 50% \$2,100 a lifetime
Health Care Spending Account	\$1,750	\$775	\$750	\$350
Effective Jan 1/2024	\$1,850	\$875	\$850	\$450
Employer/Employee Cost/Month	Nil	Nil	85/15 ext health premiums	85/15 ext health premiums

* Includes adult orthodontic coverage.

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

Part-Time Flex Health & Dental Plan

	Option 1	Option 2	Option 3
<u>Ambulance/Hospital</u>	No Coverage	100%	100%
<u>Extended Health</u> Orthotics Eye Exam	No Coverage	No Coverage	80% to \$350/yr. included in Vision
<u>Vision/Hearing</u> Vision Care Hearing Aids (per yr.)	50% to \$125 for 2 yrs. 50% to \$175 for 5 yrs. (only employees covered)	No Coverage	50% to \$125 for 2 yrs. (includes eye exam) 50% to \$175 for 5 yrs. (only employees covered)
<u>Dental</u> Basic Single Family Major Single Family B/M Max/yr. Fee Guide	100% 75% --- --- \$1,550/yr. Current Fee Guide	No Coverage	80% 80% 50% 50% \$1,550/yr. Current Fee Guide
Health Care Spending Account Effective Jan 1/2024	\$200 \$300	\$425 \$525	Nil *
Employee Cost/Month	Nil	Nil	Nil

Article 62 Registration Fees

- 62:01** The Employer and the Union recognize that employees in identified classifications must be licensed by the Liquor, Gaming **and Cannabis** Authority of Manitoba (LGCA).
- 62:02** The parties recognize that the LGCA under the Liquor, Gaming **and Cannabis** Control Act requires that employees of Manitoba Liquor & Lotteries pay a registration fee to the LGCA and such fee must be forwarded directly to the LGCA by the Employer.
- (a) The Employer shall pay the registration fee for the current employees.
 - (b) The Employer shall pay the registration fee when a new employee is hired.
 - (c) The Employer shall recover the registration fee from any new employee who fails to successfully complete their probationary period.

Article 63 Excluded Articles

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

- | | |
|------------|---|
| Article 18 | Transfers and Relocations – 18:01, 18:02 (all), 18:03. |
| Article 21 | Hours of Work – 21:01, 21:03, 21:04(a), 21:05. |
| Article 22 | Overtime – 22:02(a), 22:09 (a) and (b). See 22:12 and 22:13 for coverage. |
| Article 23 | Pay Practices – 23:02 (a) and (b), 23:03 (b) and (c). |
| Article 24 | Education – 24:01 and 24:02. |
| Article 28 | Uniforms, Protective Clothing and Footwear – 28:01(a), (b), and (c), 28:03 , and 28:04(a), (b), (c), (d), (e) and (f) ; |
| Article 31 | Bumping Rights – 31:01, 31:02, 31:03 and 31:04. |

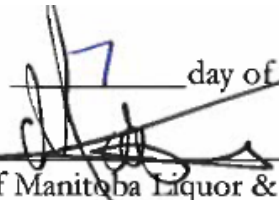
- Article 35 Shift Premiums and Weekend Premiums – 35:02(a), (b) and (c). See Articles 35:01(b) and 35:03 for coverage.
- Article 36 Longevity – 36:01, 36:02. See Pay Plan.
- Article 38 Statutory Holidays – 38:03, 38:04, 38:05, 38:06. See Article 38:08 for coverage.
- Article 39 Vacations with Pay – 39:01, 39:02, 39:03, 39:04, 39:05, 39:06, 39:07, 39:08, 39:10, 39:11. See Article 39:13 for coverage.
- Article 40 Sick Leave – see Article 40:15 for coverage.
- Article 41 Compassionate Leave – See Article 41:05 for coverage.
- Article 42 Leave for Other Reasons – Articles 42:01(c), 42:03(c), 42:04. See Article 42:01(d) for coverage.
- Article 43 Leave for Birth or Adoption of Child – see Article 43:01(c) for coverage.
- Article 44 Workers Compensation – See Article 44:03 for coverage.
- Article 45 Maternity Leave/Parental Leave – Articles 45:01(b) and (c), 45:02(a), (b), (c), (d), (e), (f), (g) and (h).
- Article 46 Group Life Premiums – Article 46:01.
- Article 47 Accidental Death and Dismemberment – Article 47:01.
- Article 48 Ambulance and Hospital Semi-Private Plan – Articles 48:01 and 48:02.
- Article 49 Retirement/Termination Allowance – See Article 49:03 for coverage.
- Article 53 Dental Plan – Article 53:01(b), (c) and (d). See Article 53:02 for coverage.

Article 54 Court Leave – see Article 54:04 for coverage.

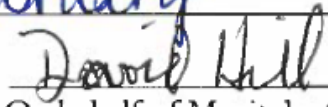
Article 58 Vision Care and Hearing Plan – Article 58:03. See Article 58:04 for coverage.

IN WITNESS WHEREOF a representative of Manitoba Liquor & Lotteries Corporation has hereunto set their hand for, and on behalf of Manitoba Liquor & Lotteries Corporation, and a representative of Manitoba Government and General Employees' Union has hereunto set their hand for, and on behalf of Manitoba Government and General Employees' Union.

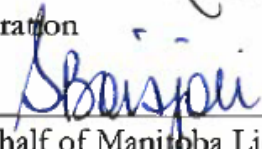
Signed this 17 day of February, 2024.



On behalf of Manitoba Liquor & Lotteries Corporation



On behalf of Manitoba Government and General Employees' Union



On behalf of Manitoba Liquor & Lotteries Corporation



On behalf of Manitoba Government and General Employees' Union

Memorandum of Agreement No. 1

between

Manitoba Liquor & Lotteries Corporation

and

Manitoba Government and General Employees' Union

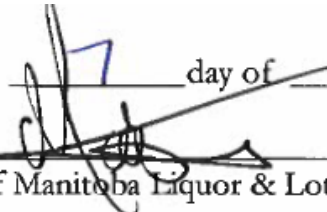
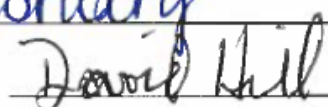
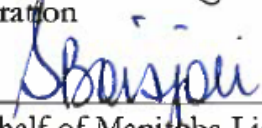
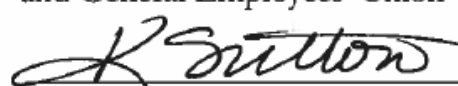
Re: Group Life Insurance - Accidental Death and Dismemberment

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

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

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

Signed this 17 day of February, 2024.

 On behalf of Manitoba Liquor & Lotteries Corporation	 On behalf of Manitoba Government and General Employees' Union
 On behalf of Manitoba Liquor & Lotteries Corporation	 On behalf of Manitoba Government and General Employees' Union

Memorandum of Agreement No. 2*between***Manitoba Liquor & Lotteries Corporation***and***Manitoba Government and General Employees' Union****Re: Short Term Disability Plan**

The parties agree that the Short Term Disability Plan will be administered in accordance with all the terms and conditions set out in the Short Term Disability Manual.

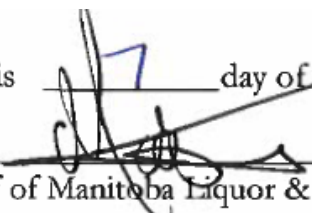
In order to ensure consistency between the Short Term Disability and Long Term Disability Plans, employees will only be eligible for Short Term Disability Benefits until such time as they reach age 65.

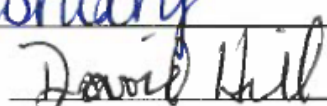
While the complete terms of reference are outlined in the revised Short Term Disability Plan booklet, the following points are basic principles:

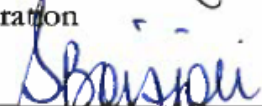
- (1) The Plan shall be funded jointly by the Employer and the employees. Each employee shall contribute the equivalent of two (2) days wages into the Plan. These two (2) days may be made up of vacation days, banked time or sick day credits. Should the fund become depleted the employees and Employer shall be required to fund the STD Plan up to two (2) additional days.
- (2) Only full-time regular employees are eligible for this benefit and after completion of their probationary period. Part-time, casual and term employees are not eligible.
- (3) In the initial six (6) weeks absence an employee must use his/her accumulated sick leave, vacation time, or banked time to cover this period.


- (4) If it is anticipated that an employee is going to be absent from work for a period longer than six (6) weeks, the employee must use all but two (2) weeks of their accumulated sick leave prior to being eligible to receive benefits payable under the STD Plan. An employee, upon qualifying for STD must notify in writing whether he/she chooses to retain only one (1) week of their accumulated sick leave credits before becoming eligible to receive benefits payable under the STD Plan.
- (5) The STD Plan will pay 80% of salary for the period of eligible coverage.
- (6) The maximum period that an employee would be eligible for STD benefits would be forty-six (46) weeks of consecutive absence after the initial six (6) week qualifying period.
- (7) Any employee who utilizes the STD Plan must repay an equivalent number of days into the STD pool of sick days. This is accomplished by the employee's sick leave accumulation being reduced by 50% per month until the benefits are fully repaid.
- (8) If an employee's benefits are overpaid then the employee is responsible for repayment within one (1) month or sooner.
- (9) Successive periods of disability resulting from the same or related causes will be considered to be one (1) period of disability unless separated by more than four (4) consecutive weeks of full-time employment.

Signed this 17 day of February, 2024.


On behalf of Manitoba Liquor & Lotteries Corporation


On behalf of Manitoba Government and General Employees' Union


On behalf of Manitoba Liquor & Lotteries Corporation


On behalf of Manitoba Government and General Employees' Union

Memorandum of Agreement No. 3

between

Manitoba Liquor & Lotteries Corporation

and

Manitoba Government and General Employees' Union

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

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

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

- (a) Prior to the completion of four (4) years of continuous employment these two (2) days may be made up of vacation days or banked time.
- (b) Fund two (2) days wages made up of sick days upon the attainment of at least four (4) years continuous employment and sick leave credits as per Article 40:03(b) of the Collective Agreement.

2. PAYBACK INTO THE SICK CREDIT POOL

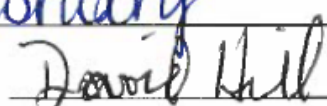
The payback into the Sick Leave Credit Pool will be deferred until employees attain at least four (4) years of continuous employment with the Employer. Payback into the Sick Credit Pool shall commence at the fifty percent (50%) rate upon attaining sick leave credits as per Article 40:03 (b) of the Collective Agreement.

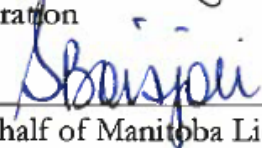
Notwithstanding the requirements for the employees' contribution and payback into the funding of the Short Term Disability Plan (STD), at least one (1) day of Paid Sick Leave (PSL) per month is provided to each employee to be used exclusively in the case of his or her own disabilities. For clarity, the

employees' monthly sick leave accumulation will be reduced by 50% per month.

Signed this 7 day of February, 2024.


On behalf of Manitoba Liquor & Lotteries Corporation


On behalf of Manitoba Government and General Employees' Union


On behalf of Manitoba Liquor & Lotteries Corporation


On behalf of Manitoba Government and General Employees' Union

Memorandum of Agreement No. 4

between

Manitoba Liquor & Lotteries Corporation

and

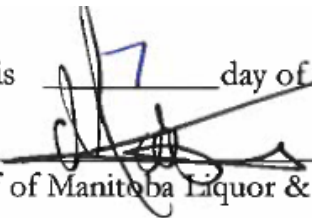
Manitoba Government and General Employees' Union

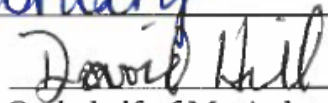
Re: Long Term Disability Plan

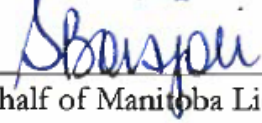
The parties agree that the Employer shall provide a Long Term Disability Plan for eligible employees. The Plan will be funded on a 50/50 basis between Employer and employee.

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

Signed this 17 day of February, 2024.


On behalf of Manitoba Liquor & Lotteries Corporation


On behalf of Manitoba Government and General Employees' Union


On behalf of Manitoba Liquor & Lotteries Corporation


On behalf of Manitoba Government and General Employees' Union

Memorandum of Agreement No. 5

between

Manitoba Liquor & Lotteries Corporation

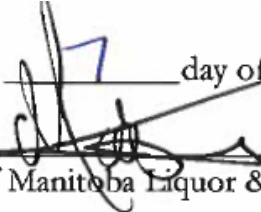
and

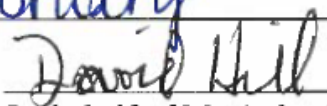
Manitoba Government and General Employees' Union

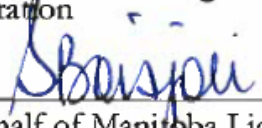
Re: Employee and Family Assistance Plan

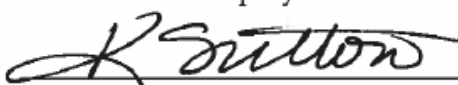
The Employer agrees to the continuation of an Employee and Family Assistance Plan. Selection of the Employee Assistance Plan is the exclusive right of the Employer.

Signed this 17 day of February, 2024.


On behalf of Manitoba Liquor & Lotteries Corporation


On behalf of Manitoba Government and General Employees' Union


On behalf of Manitoba Liquor & Lotteries Corporation


On behalf of Manitoba Government and General Employees' Union

Memorandum of Agreement No. 6

between

Manitoba Liquor & Lotteries Corporation

and

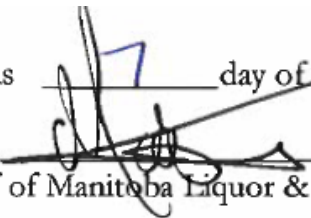
Manitoba Government and General Employees' Union

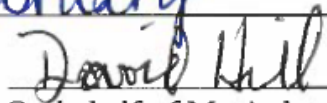
Re: Sweaters

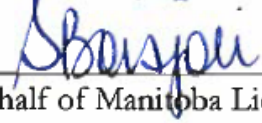
The Employer agrees to provide the following non-mandatory optional clothing item to all employees upon request under the following guidelines:

Any full-time or part-time Liquor Mart employee attaining at least two thousand (2,000) hours of service with the Employer or who works north of latitude 53 will be supplied with one (1) sweater by the store manager, at no cost to the employee, once during the life of the Collective Agreement.

Signed this 17 day of February, 2024.


On behalf of Manitoba Liquor & Lotteries Corporation


On behalf of Manitoba Government and General Employees' Union


On behalf of Manitoba Liquor & Lotteries Corporation


On behalf of Manitoba Government and General Employees' Union

Memorandum of Agreement No. 7*between***Manitoba Liquor & Lotteries Corporation***and***Manitoba Government and General Employees' Union****Re: Standby Compensation for Systems Support**

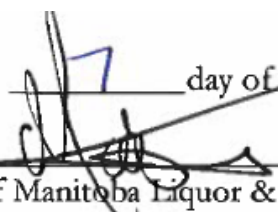
This letter will set forth the understanding between the Manitoba Liquor & Lotteries and the Manitoba Government and General Employees' Union with respect to employees scheduled to work standby:


- 1:01 An employee who has been designated by the Director or authorized Manager to be available on standby during off duty hours, shall be entitled to payment of twenty-three dollars (\$23.00) for each twenty-four (24) hour period or less of standby on a regular working day. For standby on a day of rest or on a paid holiday that is not a working day, the payment shall be thirty-eight dollars (\$38.00) for each twenty-four (24) hour period or less. An employee shall not be required to be on standby during approved leave.
- 1:02 To be eligible for standby payment, an employee designated for standby must be available during the period of standby at a known number or by another method of communication as mutually agreed between the supervisor and the employee, and must be available to return for duty or respond to enquiries as quickly as possible, normally within thirty (30) minutes if called or contacted.
- 1:03 An employee on standby who is entitled to overtime compensation and who is called back to work shall be compensated in accordance with call-out provisions as detailed in Article 22:02 in addition to standby pay. As outlined in Article 38:07(a), a full-time employee who is specifically called in for an emergency situation on a Statutory Holiday shall be paid double time (2x) for all hours worked.

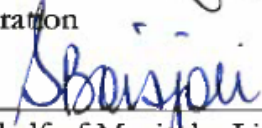
1:04 For the purpose of this Memorandum of Agreement, a twenty-four (24) hour period shall be defined as the period from 8:00 a.m. of one (1) day to 8:00 a.m. of the following day.

1:05 An employee on standby who is required to perform work without reporting to a work location, possibly by using a portable computer, shall receive the applicable rate of pay for all times so worked.

Signed this 17 day of February, 2024.


On behalf of Manitoba Liquor & Lotteries Corporation


On behalf of Manitoba Government and General Employees' Union


On behalf of Manitoba Liquor & Lotteries Corporation


On behalf of Manitoba Government and General Employees' Union

Memorandum of Agreement No. 8*between***Manitoba Liquor & Lotteries Corporation***and***Manitoba Government and General Employees' Union****Re: Standby Compensation for Maintenance Employees**

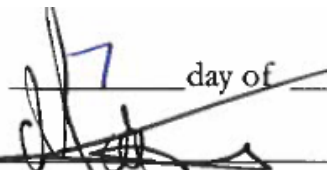
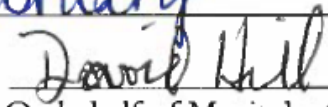
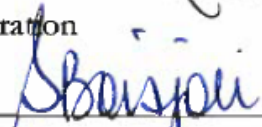

The parties hereby agree to the following as it pertains to Maintenance employees scheduled to work standby:

- An employee who has been designated by the Associate Director or authorized Manager to be available on standby during off duty hours shall be entitled to payment of twenty-three dollars (\$23.00) for each twenty-four (24) hour period or less of standby on a regular working day. For standby on a day or rest or on a paid holiday that is not a working day, the payment shall be thirty-eight dollars (\$38.00) for each twenty-four (24) hour period or less. An employee shall not be required to be on standby during approved leave.
- To be eligible for standby payment, an employee designated for standby must be available during the period of standby at a known number or by another method of communication as mutually agreed between the Manager and the employee, and must be available to return for duty or respond to enquiries as quickly as possible, normally within thirty (30) minutes if called or contacted.
- An employee on standby who is entitled to overtime compensation and who is called back to work shall be compensated in accordance with call-out provisions as detailed in Article 22:02 in addition to standby pay. As outlined in Article 38.07, an employee who is called back to work for an emergency situation on a Statutory Holiday shall be paid double time (2x) for all hours worked.

- For the purpose of this Memorandum of Agreement, a twenty-four (24) hour period shall be defined as the period from 8:00 a.m. of one (1) day to 8:00 a.m. of the following day.
- An employee on standby who is required to perform work without reporting to a work location shall receive the applicable rate of pay for all time so worked.

The terms of this Memorandum will remain in effect unless otherwise agreed to by the parties.

Signed this 17 day of February, 2024.

 On behalf of Manitoba Liquor & Lotteries Corporation	 On behalf of Manitoba Government and General Employees' Union
 On behalf of Manitoba Liquor & Lotteries Corporation	 On behalf of Manitoba Government and General Employees' Union

Memorandum of Agreement No. 9

between

Manitoba Liquor & Lotteries Corporation

and

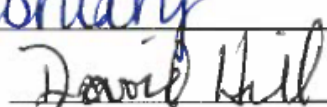
Manitoba Government and General Employees' Union


Re: Store Decals

Manitoba Liquor & Lotteries agrees that during the term of their Agreement, the Union will be permitted to supply one (1) decal for each store on the condition that this one (1) decal, first be approved by an individual as designated by the Employer, and if approved it will be located in each store as directed by the Employer. The Union is responsible for the upkeep of this decal.

Signed this 17 day of February, 2024.


On behalf of Manitoba Liquor & Lotteries Corporation


On behalf of Manitoba Government and General Employees' Union


On behalf of Manitoba Liquor & Lotteries Corporation


On behalf of Manitoba Government and General Employees' Union

Memorandum of Agreement No. 10

between

Manitoba Liquor & Lotteries Corporation

and

Manitoba Government and General Employees' Union

Re: Store Management Development Program

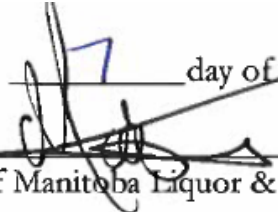
The parties agree to the following with regards to the Store Management Development Program (SMDP):

1. The selection of Store Management Trainees shall be consistent with the recruitment and promotion provisions of the Collective Agreement. The Program will not affect the bulletining of available full-time positions covered by the Collective Agreement.
2. Fifty percent (50%) of the program placements shall be available to qualified part-time employees who have 10,000 hours of seniority or greater. To qualify for placement, the individual shall be selected by way of the store management competencies and be committed to completing the Certificate in Applied Retail Management as required by the terms of the program. The final selection of participants shall be competition based and consistent with Article 17:07 of the Agreement. Should the Employer not be able to fill the reserved spots with longer service employees, the spots will be filled by other qualified candidates.
3. The Union shall be notified of all SMDP selected participants; their start date into the program and the anticipated completion date. Upon request, an updated list shall be provided to the Union up to twice annually.
4. Once assigned to the SMDP, Trainees will be paid the greater of their current rate of pay or at an Assistant Manager 2 classification (the Trainee Rate). Article 20:01(b) would apply in circumstances where Trainees are assigned to

a Store Manager position or when assigned to a store where the Assistant Managers are Assistant Manager 3's.

5. Upon assignment to the SMDP, the qualifications and experience that the Trainee brings to the program will dictate the amount and length of time the Trainee will remain in the program. Under normal circumstances, the length of time in the program is up to twelve (12) months. Depending on the progress of the Trainee, this time period may be extended in consultation with the Union.
6. The SMDP hours budget will be managed separately from the retail stores operating hours' budget. Where an SMDP trainee is assigned to a store, acting opportunities for the current store employees and the SMDP Trainee will be made available on a fair and equitable basis.
7. The SMDP will comply with Article 20:04 of the Collective Agreement.
8. Should an employee voluntarily withdraw from the SMDP, the employee shall be placed into his/her prior position and previous work location, where operationally feasible.
9. A Trainee shall be assessed for development progress. Assessment methods will include store rotations, formal evaluations and acting shifts. Trainees may be rotated through a variety of stores.
10. Where performance reviews establish that the Trainee is not performing to the expectations of the SMDP and the responsibilities associated with the program, the Trainee shall be removed from the program and placed into his/her pre-training program position.
11. This Memorandum of Agreement in no way amends, alters, or modifies the Collective Agreement.
12. The provisions of this Memorandum of Agreement will be reviewed annually from the date of signing and this Memorandum can be terminated by either party upon thirty (30) days written notice.

Signed this 17 day of February, 2024.


On behalf of Manitoba Liquor & Lotteries Corporation

Spaisjei
On behalf of Manitoba Liquor & Lotteries Corporation

David Hill
On behalf of Manitoba Government and General Employees' Union

R Sutton
On behalf of Manitoba Government and General Employees' Union

Memorandum of Agreement No. 11

between

Manitoba Liquor & Lotteries Corporation

and

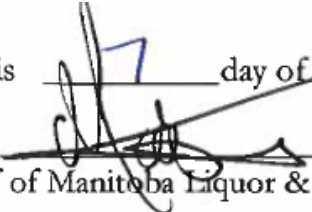
Manitoba Government and General Employees' Union

Re: Activity Base/Paired Days Off Scheduling in Retail Stores

It is mutually agreed:

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

Signed this 17 day of February, 2024.


On behalf of Manitoba Liquor & Lotteries Corporation

Spasjari
On behalf of Manitoba Liquor & Lotteries Corporation

David Hill
On behalf of Manitoba Government and General Employees' Union

R Sutton
On behalf of Manitoba Government and General Employees' Union

Memorandum of Agreement No. 12

between

Manitoba Liquor & Lotteries Corporation

and

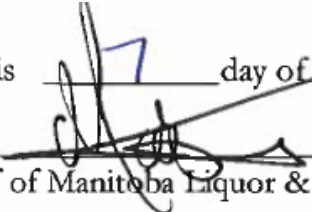
Manitoba Government and General Employees' Union

Re: Christmas Scheduling

The parties hereby agree as follows:

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

Signed this 7 day of February, 2024.


On behalf of Manitoba Liquor & Lotteries Corporation

Spencer
On behalf of Manitoba Liquor & Lotteries Corporation

David Hill
On behalf of Manitoba Government and General Employees' Union

R Sutton
On behalf of Manitoba Government and General Employees' Union

Memorandum of Agreement No. 13

between

Manitoba Liquor & Lotteries Corporation

and

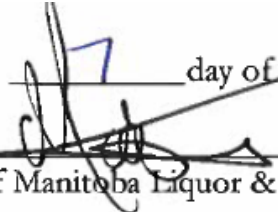
Manitoba Government and General Employees' Union

Re: Carry Over of Vacation Credits to Retirement

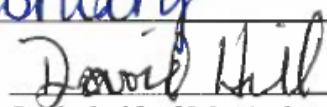
Effective date of signing for the purpose of carryover of vacation credits to retirement as provided for under the Civil Service Superannuation Act and regulations, an employee covered by this Collective Agreement shall be allowed to bank vacation time as follows:

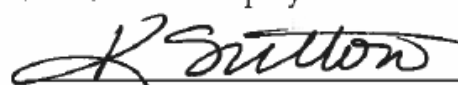
- Employees under the age of 51 as of March 31 of the current vacation year may bank up to five (5) days in a vacation year.
- Employees 51 years of age or over as of March 31 of the current vacation year may bank up to ten (10) days in a vacation year.
- The vacation year runs from April 1 of one calendar year to March 31 of the following calendar year.
- In the vacation year in which they retire employees may bank in excess of ten (10) days.
- The maximum number of credits that any employee can bank over a period of time is fifty (50) days.
- Banking of vacation credits is to be entered in terms of hours.
- The “period of banking” is designated as January 1 to February 28 each year. During this period only eligible employees are able to bank unused vacation credits from the current vacation year.
- Credits are banked for pension purposes only and are only accessible at time of retirement or termination.

Signed this 7 day of February, 2024.


On behalf of Manitoba Liquor & Lotteries Corporation


On behalf of Manitoba Liquor & Lotteries Corporation


On behalf of Manitoba Government and General Employees' Union


On behalf of Manitoba Government and General Employees' Union

Memorandum of Agreement No. 14

between

Manitoba Liquor & Lotteries Corporation

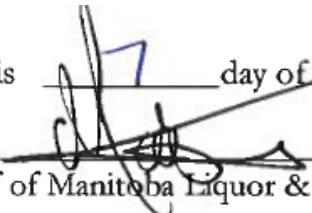
and

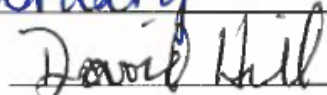
Manitoba Government and General Employees' Union

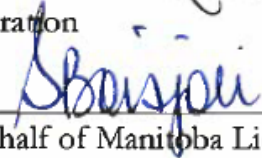
Re: Use of Privately Owned Vehicles for Employer Business


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

Signed this 17 day of February, 2024.


On behalf of Manitoba Liquor & Lotteries Corporation


On behalf of Manitoba Government and General Employees' Union


On behalf of Manitoba Liquor & Lotteries Corporation


On behalf of Manitoba Government and General Employees' Union

Memorandum of Agreement No. 15

between

Manitoba Liquor & Lotteries Corporation

and

Manitoba Government and General Employees' Union

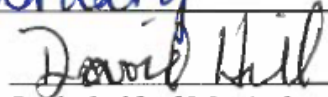
Re: Secondment of Full-time Employees

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

Signed this 7 day of February, 2024.


On behalf of Manitoba Liquor & Lotteries Corporation

Spencer
On behalf of Manitoba Liquor & Lotteries Corporation


On behalf of Manitoba Government and General Employees' Union

R Sutton
On behalf of Manitoba Government and General Employees' Union

Memorandum of Agreement No. 16

between

Manitoba Liquor & Lotteries Corporation

and

Manitoba Government and General Employees' Union

Re: Scheduling of Part-time Retail Employees

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

- (a) A schedule showing hours of work for retail part-time employees will be posted in a store for a minimum of fourteen (14) calendar days in advance of the scheduling period. The schedule of part-time employees may be changed in the event of unforeseen changes in operational requirements, unscheduled absences, or in an emergency.
- (b) Where the schedule has to be changed as per (a) an attempt to provide reasonable notice to the part-time employee will be made. However in all circumstances the situation will dictate the amount of notice required. If an employee is not notified of a shift change and attends to their store for work, they shall be provided with work in accordance with Article 21:07.
- (c) A part-time employee may request shift change with less than fourteen (14) calendar days' notice but must have prior approval of management.
- (d) Subject to availability and demonstrated competency and any required power equipment licenses, when available hours of work for part-time employees are scheduled in a store in accordance with (a), management will make efforts to schedule hours whereby a less senior employee (including casual, term, and Christmas employees) may not receive more hours of work than a more senior employee. This excludes training and

development opportunity hours for newly hired part-time employees. Legislated leaves shall not count against eligibility.

(e) Effective **June 2018**, a senior retail employee who attains 17,000 hours of service and who meets the qualifications of a retail Customer Service Clerk will be offered a minimum of 70% of a full time retail Customer Service Clerk's hours per week. The qualifications to attain this assurance of hours are:

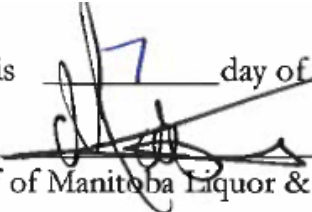
- Completion of the Higher Certificate Course with a minimum passing grade of 60%. The Employer will agree to offer an additional Higher Certificate course for those individuals with **17,000** hours of service and greater who wish to have assured hours. This course will be offered within six (6) months of date of signing.
- Confirmed availability, in writing, to accept hours and assigned duties a minimum of six (6) days per week, which must include Fridays, Saturdays, Sundays and Statutory Holidays;
 - (i) As of February 17, 2010, only senior qualified part-time employees who have consistently not worked a Sunday in the three (3) months prior to date of signing may be excluded from the Monday to Sunday requirement and will be scheduled on a Monday to Saturday basis. Sundays will be voluntary for this group only.
 - (ii) To achieve the 70% assurance of hours, all other senior qualified part-time employees will be available to work and perform assigned duties on a Monday to Sunday basis;
- Available to accept hours in multiple stores, if and when required;
- Employees with the assurance of hours must be qualified and willing to accept acting shifts per Article 20:01(a);
- As of date of ratification, only those employees having 17,000 hours of service or greater, the Higher Certificate and who qualify

in accordance with this Memorandum of Agreement, will be scheduled such that, in addition to the assurance of a minimum of 70% of full-time weekly hours shall receive such additional hours as to ensure they receive not less than the annual hours they received over the past twelve (12) months.

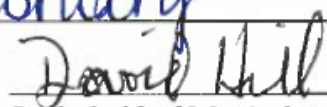
Thereafter, those employees who qualify for the minimum hours' assurance will be offered hours per (e) above.

- (f) The minimum hours' assurance may require that an employee be transferred to a store where the hours are available.
- (g) It is understood that due to the cyclical nature of the retail business, minimum hours may not apply consistently during times of low business activity or where external factors affect business beyond the control of the Employer.
- (h) Minimum hours' assurance will be offered in geographical locations with multiple stores. Opportunity to work in multiple stores is available to part-time employees where the Employer has multiple locations.
- (i) In the event that additional hours of work become available after the schedule has been posted, they shall be offered to part-time employees based on the criteria stated in (d) above.
- (j) A part-time employee will have the opportunity to accept additional hours in multiple stores, if and when offered.
- (k) It is understood that the additional hours offered under (i) above, when combined with the originally scheduled hours, shall not normally exceed eight (8) hours per day or thirty-eight (38) hours per week, Monday to Sunday.
- (l) Part-time employees will be scheduled for shifts of full hour increments based on operational requirements.

Signed this 17 day of February, 2024.


On behalf of Manitoba Liquor & Lotteries Corporation

Spencer
On behalf of Manitoba Liquor & Lotteries Corporation


On behalf of Manitoba Government and General Employees' Union

R Sutton
On behalf of Manitoba Government and General Employees' Union

Memorandum of Agreement No. 17

between

Manitoba Liquor & Lotteries Corporation

and

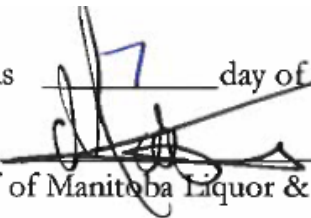
Manitoba Government and General Employees' Union

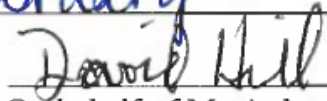
Re: Benefits for Retail Part-Time Employees with Minimum Hours Assurance

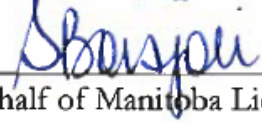
Part-time retail employees with 17,000 hours of service or greater and who qualify for and receive the minimum hours assurance, will be eligible to participate only in the full-time flexible benefits plan.

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

Signed this 17 day of February, 2024.


On behalf of Manitoba Liquor & Lotteries Corporation


On behalf of Manitoba Government and General Employees' Union


On behalf of Manitoba Liquor & Lotteries Corporation


On behalf of Manitoba Government and General Employees' Union

Memorandum of Agreement No. 18

between

Manitoba Liquor & Lotteries Corporation

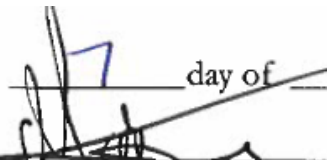
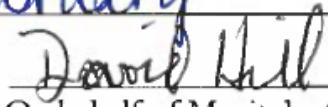
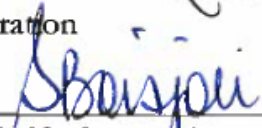
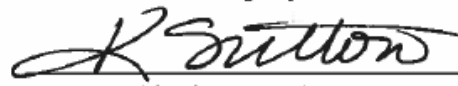
and

Manitoba Government and General Employees' Union

Re: Full-time Employees Retiree Health Care Spending Account

The Employer agrees to provide a Retiree Health Care Spending Account in the amount of five hundred dollars (\$500.00) per benefit year for those full time employees who have retired in accordance with the Civil Service Superannuation Act.

Signed this 17 day of February, 2024.

 _____ On behalf of Manitoba Liquor & Lotteries Corporation	 _____ On behalf of Manitoba Government and General Employees' Union
 _____ On behalf of Manitoba Liquor & Lotteries Corporation	 _____ On behalf of Manitoba Government and General Employees' Union

Memorandum of Agreement No. 19

between

Manitoba Liquor & Lotteries Corporation

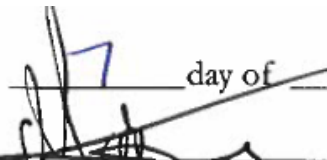
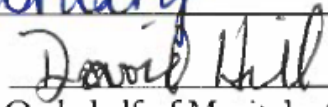
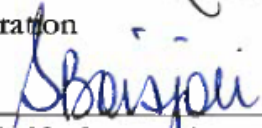
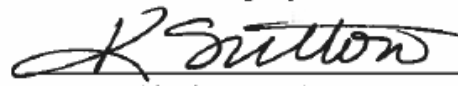
and

Manitoba Government and General Employees' Union

Re: Part-Time Employees Retiree Health Care Spending Account

The Employer agrees to provide a Retiree Health Care Spending Account in the amount of four hundred dollars (\$400) per benefit year for those part-time employees who have retired in accordance with the Civil Service Superannuation Act.

Signed this 17 day of February, 2024.

 _____ On behalf of Manitoba Liquor & Lotteries Corporation	 _____ On behalf of Manitoba Government and General Employees' Union
 _____ On behalf of Manitoba Liquor & Lotteries Corporation	 _____ On behalf of Manitoba Government and General Employees' Union

Memorandum of Agreement No. 20

between

Manitoba Liquor & Lotteries Corporation

and

Manitoba Government and General Employees' Union

Re: Fitness Reimbursement / Wellness Allowance

The Employer agrees to continue the fitness reimbursement/wellness allowance as per the existing practice and guideline, which is applicable to all employees except term, casual, and retired employees.

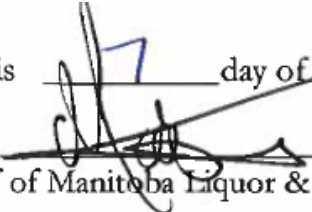
Full-time employees will be reimbursed up to a maximum of \$250.00 per fiscal year (April 1 to March 31). The subsidy, or any unused portion, cannot be carried forward into the next fiscal year.

Part-time employees will be reimbursed as outlined per fiscal year, as follows:

<i>Part-time seniority Hours</i>	<i>Reimbursement</i>
2000 – 3999 hours	\$75.00
4000 – 6999 hours	\$125.00
7000 – 9999 hours	\$175.00
>10,000 hours	\$250.00

Additional information regarding eligible and ineligible coverage, and reimbursement process is available on the employee intranet. **In addition, the parties agree to review the list of eligible items at Labour Management Meetings and provide joint recommendations regarding amendments to the list.**

Signed this 7 day of February, 2024.


On behalf of Manitoba Liquor & Lotteries Corporation

Spencer
On behalf of Manitoba Liquor & Lotteries Corporation

David Hill
On behalf of Manitoba Government and General Employees' Union

R Sutton
On behalf of Manitoba Government and General Employees' Union

Memorandum of Agreement No. 21*between***Manitoba Liquor & Lotteries Corporation***and***Manitoba Government and General Employees' Union****Re: Eligibility Lists**

Eligibility lists may be utilized for competitions where warranted. Where used, the lists will be made up of qualified individuals who have met the scoring threshold, as determined by the Employer's Interview Panel, after the completion of a bulletined competition and the selection of the successful applicant in that competition. The posting will indicate that an eligibility list will be created, if possible. The Employer shall notify the Union if a list is created and provide the Union with a copy.

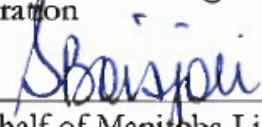
Should a vacancy occur for the same position which was bulletined, within three (3) months from the time of successful candidate selection, the vacant position shall be offered to the next most qualified candidate on the approved eligibility list without the re-bulletining of the position. If the candidate declines the position they will keep their place on the eligibility list.

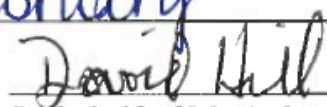
Individuals will not be placed on, or remain on, eligibility lists if they have active discipline on file, **per Article 17:10**, or if they are at Step 2 or higher of the Attendance Management Program, Article 17:07 would apply to eligibility lists.

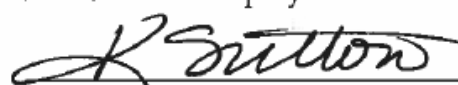
After the successful candidate has been selected, should there be no other qualified candidates as determined by the Employer's Interview Panel, no eligibility list will be created as a result of the bulletined position.

Signed this 17 day of February, 2024.


On behalf of Manitoba Liquor & Lotteries Corporation


On behalf of Manitoba Liquor & Lotteries Corporation


On behalf of Manitoba Government and General Employees' Union


On behalf of Manitoba Government and General Employees' Union

Memorandum of Agreement No. 22

between

Manitoba Liquor & Lotteries Corporation

and

Manitoba Government and General Employees' Union

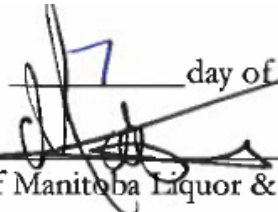
Re: Leaves Referenced in the Employment Standards Code

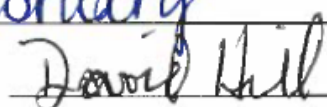
In addition to the leaves set forth in this Collective Agreement, employees are eligible for leaves provided in The Employment Standards Code. These include but are not limited to, Domestic Violence Leave, Critical Illness of a Child Leave, Disappearance or Death of a Child Leave and Organ Donation Leave. Eligibility for such leave will be determined in accordance with The Employment Standards Code and Regulations thereunder.

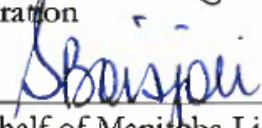
Information regarding these leaves can be found at the Employment Standards website at:


www.gov.mb.ca/labour/standards/

Signed this 17 day of February, 2024.


On behalf of Manitoba Liquor & Lotteries Corporation


On behalf of Manitoba Government and General Employees' Union


On behalf of Manitoba Liquor & Lotteries Corporation


On behalf of Manitoba Government and General Employees' Union

Memorandum of Agreement No. 23

between

Manitoba Liquor & Lotteries Corporation

and

Manitoba Government and General Employees' Union

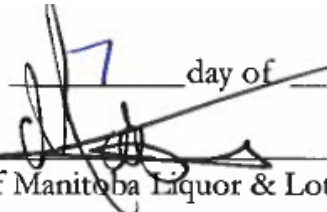
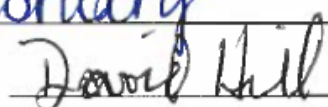
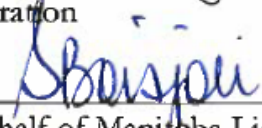

Re: Employee Request for Status Change from Full-Time to Part-Time

The parties hereby agree to the following procedure to process an employee request to move from full-time status to part-time status within the MGEU (Liquor) bargaining unit:

1. Employees seeking a change in employment status from full-time to part-time must submit a written request to Management for consideration;
2. Management will review requests and consider the same based on skills, abilities and operational requirements;
3. If approved, time worked in a full-time capacity will be converted to seniority hours and added to previously earned part-time seniority hours (if applicable), which are included in the full-time equivalence date;
4. Rate of pay will be determined by the total hours worked in a position represented by the MGEU within the organization;
5. Should the rate of pay place the employee above a step in the pay level that requires a qualifying test or tests (e.g. 4000 hour test) the employee must successfully pass the qualifying test(s) to maintain the assigned rate of pay;
6. If requested, the employee may defer writing the qualifying test for a period of up to six (6) months of commencing the new position in order to learn the role;

7. Should the employee not successfully pass the qualifying test after three (3) attempts within a six (6) month period, the rate of pay will be reduced to the step below the qualifier (2000 hours);
8. Should the employee be successful for a future full-time position within the bargaining unit the standard process for converting part-time hours to an applicable full-time equivalent date for the purposes of calculating vacation will be applied;
9. Eligibility for benefits will be based on appropriate Collective Agreement language, including the eligibility/calculation of the retirement allowance;
10. Should the implementation of this MOA create unintended consequences that had not been previously considered, the parties agree to meet and discuss possible options that may exist;
11. This Memorandum is entered into on a without prejudice and without precedent basis.

Signed this 17 day of February, 2024.

 _____ On behalf of Manitoba Liquor & Lotteries Corporation	 _____ On behalf of Manitoba Government and General Employees' Union
 _____ On behalf of Manitoba Liquor & Lotteries Corporation	 _____ On behalf of Manitoba Government and General Employees' Union

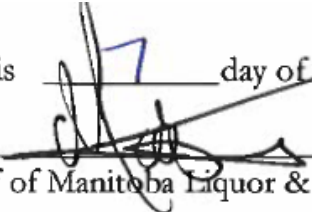
Memorandum of Agreement No. 24*between***Manitoba Liquor & Lotteries Corporation***and***Manitoba Government and General Employees' Union****Re: Shift Bidding in the Distribution Centre**

1. The parties agree to annual shift bidding for the life of the agreement for full-time employees in Warehouse Worker 2 and Warehouse Worker 3 classifications.
2. Full-time employees hired after ratification and not covered by the MOA re: Part-Time to Full-Time in the Distribution Centre, will be hired into a permanent vacancy on a particular shift, which will include Saturdays. Their shift may change if they are the successful candidate when a vacancy is posted on a different shift, they transfer to a desired shift, the operational requirements on that shift change or they get bumped by a person during shift bidding.
3. Part-time employees hired before May 31, 2016 will remain on their currently assigned shift. Part-time employees hired after May 31, 2016 will be assigned to a shift based on operational requirements. For all part-time employees, their assigned shift may change if they are the successful candidate when a vacancy is posted on a different shift, they are transferred to their desired shift, or the operational requirements on that shift change.
4. Seniority will be the determining factor where operational requirements change.
5. Shift bidding will provide full-time employees with the opportunity to select which shift (day/evening) they prefer to work for the following twelve (12) month period commencing the beginning of the first full pay period

following April 1. The first shift bidding process will take place after ratification.

6. The Employer will determine the number of full-time employees needed in each classification on each shift based on operational requirements and the skill sets required prior to the commencement of the shift bid process. After management has decided the positions needed, seniority will be the determining factor.
7. The shift bidding shall occur once per year commencing not earlier than January and concluding no later than March 31 of each fiscal year.
8. Employees will submit their shift bid request by February 1 each year. Shift bid requests will remain on file until an employee submits a new request. If an employee fails to submit their shift bid request by the deadline, or does not have one on file, the employee will be assigned to a shift at the Employer's discretion.
9. Once the schedule has been determined, it will be posted fourteen (14) days prior to implementation.
10. Should a vacancy occur following the shift bidding process (subsequent to March 31 of a fiscal year), employees will be contacted and offered the opportunity to move to that shift on a seniority basis prior to the posting of the vacancy. Once posted, the successful candidate will fill the resulting vacancy.
11. An employee returning to the department will not be able to use their seniority to shift bump. The employee will be required to wait until the next shift bidding process to exercise their seniority.
12. Employees temporarily assigned elsewhere in the organization will participate in the shift bidding process within the Distribution Centre and keep their shift attached to their permanent position.
13. No bumping is permitted except during the annual shift bidding process.

Signed this 17 day of February, 2024.


On behalf of Manitoba Liquor & Lotteries Corporation

Spencer
On behalf of Manitoba Liquor & Lotteries Corporation

David Hill
On behalf of Manitoba Government and General Employees' Union

R Sutton
On behalf of Manitoba Government and General Employees' Union

Memorandum of Agreement No. 25

between

Manitoba Liquor & Lotteries Corporation

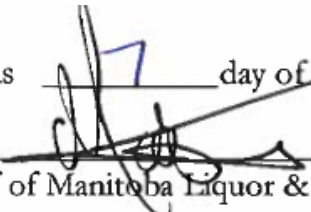
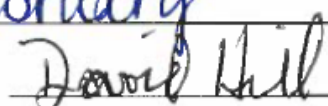
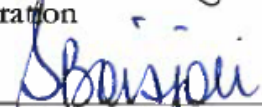
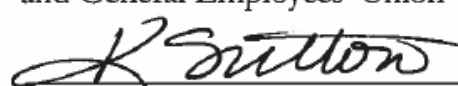
and

Manitoba Government and General Employees' Union

Re: Excluded Positions

The Employer shall provide the Union, upon request, with a current list of all exempt positions twice per calendar year. The Employer also commits to provide clarification and rationale on any questions or concerns the Union may have with any positions on the list.

Signed this 17 day of February, 2024.

 _____ On behalf of Manitoba Liquor & Lotteries Corporation	 _____ On behalf of Manitoba Government and General Employees' Union
 _____ On behalf of Manitoba Liquor & Lotteries Corporation	 _____ On behalf of Manitoba Government and General Employees' Union

Memorandum of Agreement No. 26

between

Manitoba Liquor & Lotteries Corporation

and

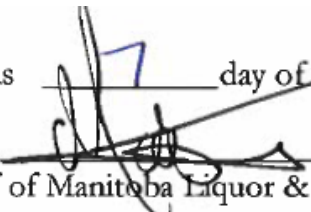
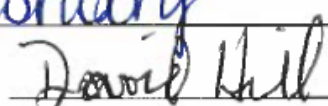
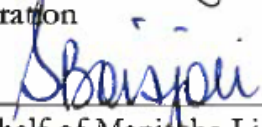

Manitoba Government and General Employees' Union

Re: 4 Day Work Week in the Distribution Centre (DC):

1. The parties agree to the implementation of a voluntary four (4) day weekly schedule for full time (FT) DC employees only.
2. Employees may request to work Monday to Thursday, or Tuesday to Friday, but may include Wednesday to Saturday (if operationally required and only for those hired into the DC following date of ratification as per Article 21:02(f)). Requests for four (4) days other than as noted will be considered on a case-by-case basis, and may be approved or denied based on operational requirements.
3. Management will determine the number of employees on each of the schedules based on operational requirements. When requested schedules cannot be met, seniority will be the determining factor.
4. Employees voluntarily working a four day work week will be scheduled for regular hours of 9.25 hours per day – 37 hours per week.
5. Overtime, if approved, for employees voluntarily working a four day work week will commence after 9.25 regular hours.
6. Employees voluntarily working a four day work week will have scheduled shift times outside of Article 21:02(f).
7. This MOA will not apply during weeks that include statutory holiday(s). On those week, employees will observe a standard five day work week, with appropriate statutory holiday(s) applied.

- 8. Sick time will be accrued based on monthly hours of work to determine credits, and will not exceed sick leave credits granted to other FT employees in the unit.
- 9. Nothing in this MOA shall result in additional cost for the Employer.
- 10. Should the implementation of this MOA negatively impact DC operations, Management will consult with the Union, but may end the MOA with two (2) weeks notice.

Signed this 17 day of February, 2024.

 _____ On behalf of Manitoba Liquor & Lotteries Corporation	 _____ On behalf of Manitoba Government and General Employees' Union
 _____ On behalf of Manitoba Liquor & Lotteries Corporation	 _____ On behalf of Manitoba Government and General Employees' Union

Memorandum of Agreement No. 27

between

Manitoba Liquor & Lotteries Corporation

and

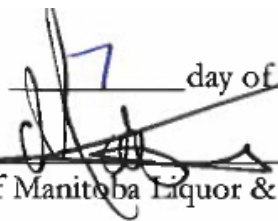
Manitoba Government and General Employees' Union

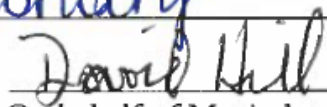
Re: Ten New Full Time Customer Service Clerk Positions:

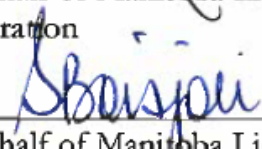
During the life of the Collective Agreement, the Employer agrees to post and fill ten (10) new full-time Customer Service Clerk positions in locations as determined by Management. The full-time positions will be based on a five (5) day work week/seven day availability, and Article 60 of the Collective Agreement will not apply to the incumbents.

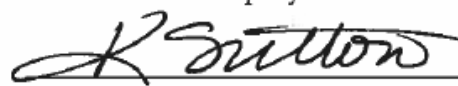
Days off will be scheduled in accordance with the terms outlined in MOA No. 11 "Activity Base/Paired Days Off Scheduling".

Signed this 17 day of February, 2024.


On behalf of Manitoba Liquor & Lotteries Corporation


On behalf of Manitoba Government and General Employees' Union


On behalf of Manitoba Liquor & Lotteries Corporation


On behalf of Manitoba Government and General Employees' Union

Memorandum of Agreement No. 28

between

Manitoba Liquor & Lotteries Corporation

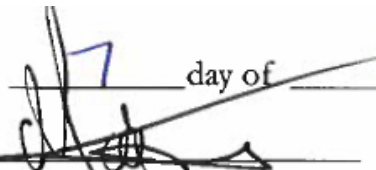
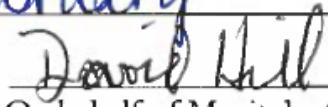
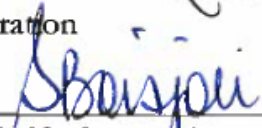
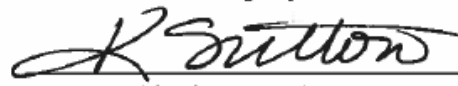
and

Manitoba Government and General Employees' Union

Re: Retail Store Statutory Holiday Closures:

Should changes to the remaining four (4) Retail Store Statutory Holiday closure dates be forthcoming, the Employer agrees to provide the Union with thirty (30) days notice.

Signed this 17 day of February, 2024.

 On behalf of Manitoba Liquor & Lotteries Corporation	 On behalf of Manitoba Government and General Employees' Union
 On behalf of Manitoba Liquor & Lotteries Corporation	 On behalf of Manitoba Government and General Employees' Union

Memorandum of Agreement No. 29

between

Manitoba Liquor & Lotteries Corporation

and

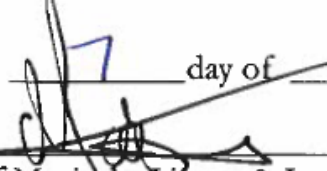
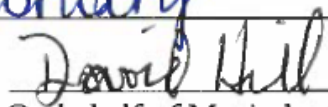
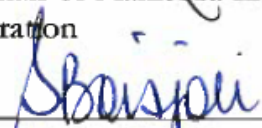
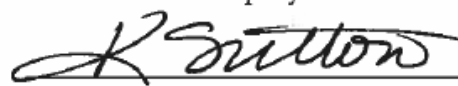
Manitoba Government and General Employees' Union

Re: Pandemic/Essential Services:

The parties agree to meet during the first six (6) months following ratification of this Collective Agreement to discuss the parameters and guidelines for positions that are deemed essential should another pandemic arise.

The meeting will include no more than three (3) representatives from each the Union and the Employer, which includes the Staff Representative.

Signed this 17 day of February, 2024.

 _____ On behalf of Manitoba Liquor & Lotteries Corporation	 _____ On behalf of Manitoba Government and General Employees' Union
 _____ On behalf of Manitoba Liquor & Lotteries Corporation	 _____ On behalf of Manitoba Government and General Employees' Union

Memorandum of Agreement No. 30

between

Manitoba Liquor & Lotteries Corporation

and

Manitoba Government and General Employees' Union

Re: Lump Sum Payment:

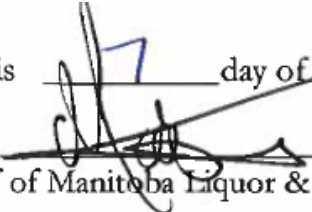
A one-time lump sum payment shall be made to all full time and part time employees who are bargaining unit members as of the date of ratification.

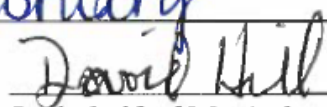
Such lump sum payment shall be paid to the aforementioned employees on the first pay period following the ratification of the Collective Agreement and the amount shall be determined based on the following range of hours worked during the previous twenty-six (26) pay periods prior to July 19, 2023:

More than 1500 hours worked:	One thousand dollars (\$1,000.00)
Between 750 and 1499 hours worked:	Eight hundred dollars (\$800.00)
Between 330 and 749 hours worked	Six hundred dollars (\$600.00)

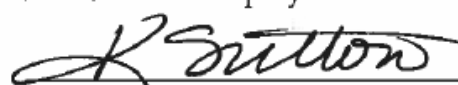
Should MBLL and their respective other Unions negotiate through collective bargaining a lump sum payment amount greater than the amount negotiated for eligible employees covered by this Collective Agreement, then the difference shall be paid to such eligible employees on the first pay period following the ratification of the Collective Agreement where a greater lump sum payment was negotiated.

Signed this 7 day of February, 2024.


On behalf of Manitoba Liquor & Lotteries Corporation


On behalf of Manitoba Government and General Employees' Union


On behalf of Manitoba Liquor & Lotteries Corporation


On behalf of Manitoba Government and General Employees' Union

Memorandum of Agreement No. 31

between

Manitoba Liquor & Lotteries Corporation

and

Manitoba Government and General Employees' Union

Re: Wage Re-Opener:

WHEREAS, the Collective Agreement between Manitoba Liquor and Lotteries (MBLL) and Manitoba Government and General Employees' Union Locals 56, 57, 58, 59, 60 and 61, is for a term from March 25, 2022 to March 24, 2026. The final four years of this Collective Agreement are from March 25, 2022 to March 24, 2026 (“the final four years”).

AND WHEREAS, MBLL has a number of Unions (“the other Unions”) who have expired Collective Agreements and who are currently or eventually negotiating renewal Collective Agreements with MBLL.

The parties therefore agree:

1. Should MBLL and the other unions negotiate through collective bargaining a general wage increase for employees covered by their respective Collective Agreements for the years that correspond to the final four (4) years of this Collective Agreement, the following shall apply:
 - (a) Subject to Paragraph (2), should the general wage increase percentage negotiated with the other unions in the year(s) that correspond to the final four (4) years of this Collective Agreement exceed the general wage increase percentage in any of those corresponding final four (4) years of this Collective Agreement;

- (b) MBLI shall give to the employees in this Collective Agreement the difference in general wage increase percentage received by any of the other unions for each corresponding year in which paragraphs 1(a) and 3 herein apply, and shall do so retroactively to the corresponding contract year's general wage increase date in this Collective Agreement, and strictly for each year that the excess general wage increase percentage would apply; and
- (c) The following table is an illustrative example of the corresponding years between this Collective Agreement and the renewed Collective Agreement of other unions, should four (4) year terms be negotiated:

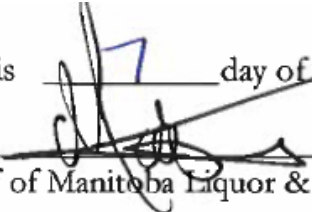
Corresponding Years:

Final 4 years of this Collective Agreement Year #	Teamsters Surveillance	MGEU Liquor	Teamsters Shift Supervisors	Unifor	IBEW	CUPE	MGEU F&B
1	2025	2023	2023	2023	2024	2024	2025
2	2026	2024	2024	2024	2025	2025	2026
3	2027	2025	2025	2025	2026	2026	2027
4	2028	2026	2026	2026	2027	2027	2028

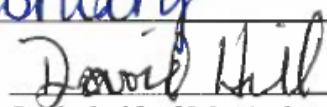
2. Sub-paragraphs 1(a) and (b) only apply if the total percentage negotiated general wage increase received by any other unions over the four years corresponding to the final four years of this Collective Agreement is greater than eight percent (8%).

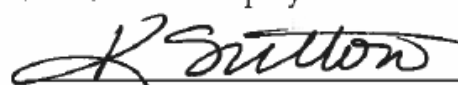
3. The parties agree that nothing in this LOU shall be construed as representing that MBLL has predetermined the length of the term(s) of any Collective Agreement(s) to be renewed with any other unions. In the event that any other unions negotiate a renewed Collective Agreement with a duration of less than four (4) years, the parties agree that this LOU shall continue to apply to the remainder of the final four years of this Collective Agreement (years 1, 2, 3, 4). The corresponding years of the other unions shall remain as reflected in the table set out in paragraph 1(c) herein whether or not those corresponding years were bargained in one or more Collective Agreements.
4. The parties further agree that should the general wage increase percentage negotiated in the final two (2) years (2026 and 2027) of the Manitoba Government Employees Master Agreement (GEMA) exceed the general wage increase percentage in the corresponding final two (2) years (2025 and 2026) of this Collective Agreement then MBLL shall give to the employees in this Collective Agreement the difference in general wage increase percentage and shall do so retroactively to the corresponding contract year's general wage increase date in this Collective Agreement, and strictly for each year that the excess general wage increase percentage would apply.
5. This wage re-opener agreement shall not be construed in any way as "opening the agreement" for negotiations of any issues by either side. Also, this wage re-opener agreement strictly applies to a general wage increase percentages and not to any other increases (special adjustments etc.) that may be negotiated between MBLL and the other unions.

Signed this 17 day of February, 2024.


On behalf of Manitoba Liquor & Lotteries Corporation


On behalf of Manitoba Liquor & Lotteries Corporation


On behalf of Manitoba Government and General Employees' Union


On behalf of Manitoba Government and General Employees' Union

Memorandum of Agreement No. 32

between

Manitoba Liquor & Lotteries Corporation

and

Manitoba Government and General Employees' Union

Re: Salary Scale – No Incumbent:

The following classifications will remain in the bargaining unit:

As there is no incumbent, the salary scales have not been updated or published in this Agreement. Should they become occupied, the salary scale will be updated to reflect the monetary parameters as agreed to upon ratification.

Full Time

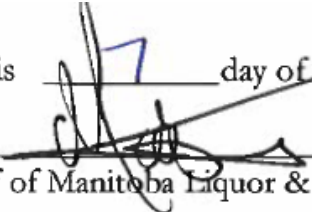
- Audit Clerk 1
- Audit Clerk 2
- Clerk 2
- Foreman 3
- Purchasing Assistant
- Quality Control Inspector
- Store Clerk 3
- Supplies Control Clerk
- Sustainable Development Coordinator
- Technologist 1-8
- Word Processor Operator

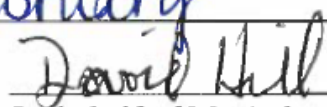
Part Time

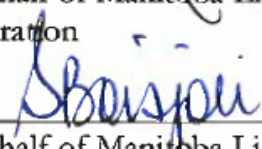
- Clerk 2
- Clerk 3

- Clerk Typist 2
- Clerk Typist 3
- Data Entry Operator
- Quality Control Clerk
- Technologist 1
- Utility 1
- Purchasing Assistant

Signed this 17 day of February, 2024.


On behalf of Manitoba Liquor & Lotteries Corporation


On behalf of Manitoba Government and General Employees' Union


On behalf of Manitoba Liquor & Lotteries Corporation


On behalf of Manitoba Government and General Employees' Union

Appendix A-1 (Pay Plan)

MGEU FULL TIME HOURLY PAY SCALES EFFECTIVE MARCH 25, 2022 TO MARCH 24, 2026

ACCOUNTANT 1	Effective Date	Step 1	Step 2	Step 3	Longevity
Accountant 1	25-Mar-22	25.79	27.96	30.32	31.84
	25-Mar-23	26.50	28.73	31.15	32.71
	1-Oct-23	27.30	29.59	32.08	33.68
	25-Mar-24	28.12	30.48	33.04	34.69
	25-Mar-25	29.25	31.70	34.37	36.09

ACCOUNTANT 2	Effective Date	Step 1	Step 2	Step 3	Longevity
Senior Accountant	25-Mar-22	27.96	30.32	32.90	34.55
	25-Mar-23	28.73	31.15	33.80	35.49
	1-Oct-23	29.59	32.08	34.81	36.55
	25-Mar-24	30.48	33.04	35.85	37.64
	25-Mar-25	31.70	34.37	37.30	39.17

ACCOUNTING CLERK 1	Effective Date	Step 1	Step 2	Step 3	Longevity
Accounts Payable Clerk	25-Mar-22	21.70	23.38	25.25	26.51
	25-Mar-23	22.30	24.02	25.94	27.24
	1-Oct-23	22.97	24.74	26.72	28.06
	25-Mar-24	23.66	25.48	27.52	28.90
	25-Mar-25	24.61	26.50	28.63	30.06

ACCOUNTING CLERK 2	Effective Date	Step 1	Step 2	Step 3	Longevity
	25-Mar-22	24.02	25.88	27.79	29.18
	25-Mar-23	24.68	26.59	28.55	29.98
	1-Oct-23	25.42	27.39	29.41	30.88
	25-Mar-24	26.18	28.21	30.29	31.80
	25-Mar-25	27.24	29.35	31.51	33.09

ASSISTANT MANAGER 2	Effective Date	Step 1	Step 2	Step 3	Longevity
Assistant Manager 2	25-Mar-22	23.99	25.95	28.10	29.51
	25-Mar-23	24.65	26.66	28.87	30.31
	1-Oct-23	25.39	27.46	29.74	31.23
	25-Mar-24	26.15	28.28	30.63	32.16
	25-Mar-25	27.20	29.42	31.87	33.46

ASSISTANT MANAGER 3	Effective Date	Step 1	Step 2	Step 3	Longevity
Assistant Manager 3	25-Mar-22	24.95	27.05	29.32	30.79
	25-Mar-23	25.64	27.79	30.13	31.64
	1-Oct-23	26.41	28.62	31.03	32.58
	25-Mar-24	27.20	29.48	31.96	33.56
	25-Mar-25	28.30	30.66	33.25	34.91

BUSINESS ANALYST 1	Effective Date	Step 1	Step 2	Step 3	Longevity
Business Analyst, Finance	25-Mar-22	27.96	30.32	32.90	34.55
Business Analyst, Retail	25-Mar-23	28.73	31.15	33.80	35.49
Business Analyst, Supply Chain	1-Oct-23	29.59	32.08	34.81	36.55
Business Analyst, Cannabis	25-Mar-24	30.48	33.04	35.85	37.64
Business Analyst, Liquor	25-Mar-25	31.70	34.37	37.30	39.17

BUSINESS ANALYST 2	Effective Date	Step 1	Step 2	Step 3	Longevity
Senior Business Analyst, Supply Chain	25-Mar-22	30.29	32.90	35.77	37.56
	25-Mar-23	31.12	33.80	36.75	38.59
	1-Oct-23	32.05	34.81	37.85	39.74
	25-Mar-24	33.01	35.85	38.99	40.94
	25-Mar-25	34.34	37.30	40.56	42.59

CLERK 3	Effective Date	Step 1	Step 2	Step 3	Longevity
Marketing Clerk	25-Mar-22	23.28	24.85	26.55	27.88
Product Education Assistant	25-Mar-23	23.92	25.53	27.28	28.64
	1-Oct-23	24.64	26.30	28.10	29.51
	25-Mar-24	25.38	27.09	28.94	30.39
	25-Mar-25	26.40	28.18	30.11	31.62

CLERK 4	Effective Date	Step 1	Step 2	Step 3	Longevity
Liquor Contact Centre Clerk	25-Mar-22	24.02	25.88	27.79	29.18
Marketing Coordinator	25-Mar-23	24.68	26.59	28.55	29.98
Distribution Center Clerk	1-Oct-23	25.42	27.39	29.41	30.88
Distribution Center Shipping Clerk	25-Mar-24	26.18	28.21	30.29	31.80
Replenishment Coordinator	25-Mar-25	27.24	29.35	31.51	33.09
Traffic Support Clerk					

CLERK 5	Effective Date	Step 1	Step 2	Step 3	Longevity
Buyer, Special Orders	25-Mar-22	24.84	26.81	29.06	30.51
Category Management Coordinator	25-Mar-23	25.52	27.55	29.86	31.35
Customer Service Coordinator	1-Oct-23	26.29	28.38	30.76	32.30
Customs & Excise Clerk	25-Mar-24	27.08	29.23	31.68	33.26
Customs & Traffic Clerk	25-Mar-25	28.17	30.41	32.96	34.61
Marketing & Loyalty Coordinator					
Accounting Clerk, Corporate					
Product Management Coordinator					
Buying Coordinator					
Category Support Coordinator					
Team Leader, Liquor Contact Centre					
Retail Support Coordinator					
Traffic Clerk					

CLERK 6	Effective Date	Step 1	Step 2	Step 3	Longevity
Buyer	25-Mar-22	27.96	30.32	32.90	34.55
Freight Analyst	25-Mar-23	28.73	31.15	33.80	35.49
Licensee Sales Coordinator	1-Oct-23	29.59	32.08	34.81	36.55
Procurement Agent	25-Mar-24	30.48	33.04	35.85	37.64
Replenishment Analyst	25-Mar-25	31.70	34.37	37.30	39.17
Senior Buyer					
Team Leader, Product Management Coordinator					
Coordinator, Retail Partner Support					
Electronic Records & CR Reporting Coordinator					
Liquour Programming Coordinator					
Quality Coordinator					
Specialty Wine Store Buyer					
Store Development Coordinator					
Warehouse Dispatcher					

CLERK TYPIST 2	Effective Date	Step 1	Step 2	Step 3	Longevity
Mailroom Clerk	25-Mar-22	20.66	21.87	23.22	24.38
	25-Mar-23	21.23	22.47	23.86	25.05
	1-Oct-23	21.87	23.14	24.58	25.81
	25-Mar-24	22.53	23.83	25.32	26.59
	25-Mar-25	23.44	24.79	26.34	27.66

CLERK TYPIST 3	Effective Date	Step 1	Step 2	Step 3	Longevity
Admin Support 1	25-Mar-22	22.42	23.88	25.53	26.81
	25-Mar-23	23.04	24.54	26.23	27.54
	1-Oct-23	23.73	25.28	27.02	28.37
	25-Mar-24	24.44	26.04	27.83	29.22
	25-Mar-25	25.42	27.09	28.95	30.40

CUSTOMER SERVICE CLERK	Effective Date	Step 1	Step 2	Step 3	Longevity
Customer Service Clerk	25-Mar-22	20.56	22.13	23.91	25.11
	25-Mar-23	21.13	22.74	24.57	25.80
	1-Oct-23	21.76	23.42	25.31	26.58
	25-Mar-24	22.41	24.12	26.07	27.37
	25-Mar-25	23.31	25.09	27.12	28.48

FOREMAN 1	Effective Date	Step 1	Step 2	Step 3	Longevity
Inventory Control Coordinator	25-Mar-22	25.79	27.96	30.32	31.84
	25-Mar-23	26.50	28.73	31.15	32.71
	1-Oct-23	27.30	29.59	32.08	33.68
	25-Mar-24	28.12	30.48	33.04	34.69
	25-Mar-25	29.25	31.70	34.37	36.09

FOREMAN 2 (WAREHOUSE)	Effective Date	Step 1	Step 2	Step 3	Longevity
Foreman, Receiving	25-Mar-22	27.96	30.32	32.90	34.55
	25-Mar-23	28.73	31.15	33.80	35.49
	1-Oct-23	29.59	32.08	34.81	36.55
	25-Mar-24	30.48	33.04	35.85	37.64
	25-Mar-25	31.70	34.37	37.30	39.17

MAINTENANCE TRADESPERSON	Effective Date	Step 1	Step 2	Step 3	Longevity
Maintenance Tradesperson	25-Mar-22	23.24	25.09	27.17	28.53
	25-Mar-23	23.88	25.78	27.92	29.32
	1-Oct-23	24.60	26.55	28.76	30.20
	25-Mar-24	25.34	27.35	29.62	31.10
	25-Mar-25	26.36	28.45	30.82	32.36

PRODUCT AMBASSADOR	Effective Date	Step 1	Step 2	Step 3	Longevity
Product Ambassador Category Management Specialist	25-Mar-22	27.96	30.32	32.90	34.55
	25-Mar-23	28.73	31.15	33.80	35.49
	1-Oct-23	29.59	32.08	34.81	36.55
	25-Mar-24	30.48	33.04	35.85	37.64
	25-Mar-25	31.70	34.37	37.30	39.17

PRODUCT CONSULTANT	Effective Date	Step 1	Step 2	Step 3	Longevity
Product Consultant	25-Mar-22	21.80	23.51	25.41	26.68
	25-Mar-23	22.40	24.16	26.11	27.42
	1-Oct-23	23.07	24.88	26.89	28.23
	25-Mar-24	23.76	25.63	27.70	29.09
	25-Mar-25	24.71	26.66	28.82	30.26

STORE MANAGER 1	Effective Date	Step 1	Step 2	Step 3	Longevity
Store Manager 1	25-Mar-22	23.99	25.95	28.10	29.51
	25-Mar-23	24.65	26.66	28.87	30.31
	1-Oct-23	25.39	27.46	29.74	31.23
	25-Mar-24	26.15	28.28	30.63	32.16
	25-Mar-25	27.20	29.42	31.87	33.46

STORE MANAGER 2	Effective Date	Step 1	Step 2	Step 3	Longevity
Event Coordinator Liquor Experience Coordinator Store Manager 2	25-Mar-22	25.95	28.10	30.46	31.98
	25-Mar-23	26.66	28.87	31.30	32.87
	1-Oct-23	27.46	29.74	32.24	33.85
	25-Mar-24	28.28	30.63	33.21	34.87
	25-Mar-25	29.42	31.87	34.55	36.28

UTILITY	Effective Date	Step 1	Step 2	Step 3	Longevity
Maintenance Utility	25-Mar-22	19.32	20.79	22.43	23.55
	25-Mar-23	19.85	21.36	23.05	24.20
	1-Oct-23	20.45	22.00	23.74	24.93
	25-Mar-24	21.06	22.66	24.45	25.67
	25-Mar-25	21.91	23.57	25.43	26.70

WAREHOUSE LEADHAND	Effective Date	Step 1	Step 2	Step 3	Longevity
Warehouse Leadhand, Home Delivery	25-Mar-22	24.01	26.00	28.12	29.53
Warehouse Leadhand, Repack	25-Mar-23	24.67	26.72	28.89	30.33
Warehouse Leadhand, Shipping	1-Oct-23	25.41	27.52	29.76	31.25
Warehouse Leadhand, Receiving	25-Mar-24	26.17	28.35	30.65	32.18
	25-Mar-25	27.23	29.49	31.89	33.48

WAREHOUSE WORKER 2	Effective Date	Step 1	Step 2	Step 3	Longevity
Warehouse Worker 2	25-Mar-22	21.26	22.86	24.73	25.97
	25-Mar-23	21.84	23.49	25.41	26.68
	1-Oct-23	22.50	24.19	26.17	27.48
	25-Mar-24	23.18	24.92	26.96	28.31
	25-Mar-25	24.12	25.93	28.05	29.45

WAREHOUSE WORKER 3	Effective Date	Step 1	Step 2	Step 3	Longevity
Warehouse Worker 3	25-Mar-22	22.46	24.28	26.20	27.51
	25-Mar-23	23.08	24.95	26.92	28.27
	1-Oct-23	23.77	25.70	27.73	29.12
	25-Mar-24	24.48	26.47	28.56	29.99
	25-Mar-25	25.46	27.53	29.71	31.20

Appendix A-2 (Pay Plan)

MGEU INFORMATION TECHNOLOGY HOURLY PAY SCALES EFFECTIVE MARCH 25, 2022 TO MARCH 24, 2026

PAY LEVEL 1 IT	Effective Date	Step 1	Step 2	Step 3	Step 4	Step 5
Service Desk Technician	25-Mar-22	24.29	25.69	27.08	28.48	29.89
	25-Mar-23	24.96	26.40	27.82	29.26	30.71
	1-Oct-23	25.71	27.19	28.65	30.14	31.63
	25-Mar-24	26.48	28.01	29.51	31.04	32.58
	25-Mar-25	27.54	29.14	30.70	32.29	33.90

PAY LEVEL 2 IT	Effective Date	Step 1	Step 2	Step 3	Step 4	Step 5
Operations Analyst	25-Mar-22	28.10	29.69	31.31	32.93	34.54
	25-Mar-23	28.87	30.51	32.17	33.84	35.49
	1-Oct-23	29.74	31.43	33.14	34.86	36.55
	25-Mar-24	30.63	32.37	34.13	35.91	37.65
	25-Mar-25	31.87	33.67	35.50	37.36	39.17

PAY LEVEL 3 IT	Effective Date	Step 1	Step 2	Step 3	Step 4	Step 5
Client Standards Technician Developer 2	25-Mar-22	31.61	33.42	35.24	37.07	38.88
	25-Mar-23	32.48	34.34	36.21	38.09	39.95
	1-Oct-23	33.45	35.37	37.30	39.23	41.15
	25-Mar-24	34.45	36.43	38.42	40.41	42.38
	25-Mar-25	35.83	37.90	39.97	42.04	44.09

PAY LEVEL 4 IT	Effective Date	Step 1	Step 2	Step 3	Step 4	Step 5
Database Administrator Developer 3 Senior Technical Specialist - ERP Senior Technical Specialist - Network Senior Technical Specialist - Server Systems Analyst	25-Mar-22	34.66	36.63	38.62	40.60	42.63
	25-Mar-23	35.61	37.64	39.68	41.72	43.80
	1-Oct-23	36.68	38.77	40.87	42.97	45.11
	25-Mar-24	37.78	39.93	42.10	44.26	46.46
	25-Mar-25	39.30	41.54	43.79	46.05	48.33

PAY LEVEL 5 IT	Effective Date	Step 1	Step 2	Step 3	Step 4	Step 5
Senior Systems Analyst Technical Lead - Database Technical Lead - ERP	25-Mar-22	37.68	39.92	42.16	44.39	46.63
	25-Mar-23	38.72	41.02	43.32	45.61	47.91
	1-Oct-23	39.88	42.25	44.62	46.98	49.35
	25-Mar-24	41.08	43.52	45.96	48.39	50.83
	25-Mar-25	42.73	45.28	47.81	50.34	52.87

Appendix A-3 (Pay Plan)

MGEU PART TIME HOURLY PAY SCALES

EFFECTIVE MARCH 25, 2022 TO MARCH 24, 2026

CLERK 4	Effective Date	Start	330	1,000	2,000	4,000	7,000	10,000	15,000
Liquor Contact Centre Clerk	25-Mar-22	17.48	19.08	19.82	20.59	24.02	25.88	27.79	29.18
	25-Mar-23	17.96	19.60	20.37	21.16	24.68	26.59	28.55	29.98
	1-Oct-23	18.50	20.19	20.98	21.79	25.42	27.39	29.41	30.88
	25-Mar-24	19.06	20.80	21.61	22.44	26.18	28.21	30.29	31.80
	25-Mar-25	19.83	21.63	22.48	23.34	27.24	29.35	31.51	33.09

CLERK 5	Effective Date	Start	330	1,000	2,000	4,000	7,000	10,000	15,000
Product Management Coordinator	25-Mar-22	18.78	19.92	21.23	22.68	24.84	26.81	29.06	30.51
	25-Mar-23	19.30	20.47	21.81	23.30	25.52	27.55	29.86	31.35
	1-Oct-23	19.88	21.08	22.46	24.00	26.29	28.38	30.76	32.30
	25-Mar-24	20.48	21.71	23.13	24.72	27.08	29.23	31.68	33.26
	25-Mar-25	21.30	22.58	24.06	25.71	28.17	30.41	32.96	34.61

CUSTOMER SERVICE CLERK	Effective Date	Start	330	1,000	2,000	4,000	7,000	10,000	15,000
Customer Service Clerk	25-Mar-22	15.28	16.59	17.21	17.90	20.56	22.13	23.91	25.11
	25-Mar-23	15.70	17.05	17.68	18.39	21.13	22.74	24.57	25.80
	1-Oct-23	17.39	N/A	18.03	18.76	21.76	23.42	25.31	26.58
	25-Mar-24	17.91	N/A	18.57	19.32	22.41	24.12	26.07	27.37
	25-Mar-25	18.63	N/A	19.32	20.10	23.31	25.09	27.12	28.48

STORE CLEANER	Effective Date	Start
Store Cleaner	25-Mar-22	18.74
	25-Mar-23	19.26
	1-Oct-23	19.84
	25-Mar-24	20.44
	25-Mar-25	21.26

WAREHOUSE WORKER 1	Effective Date	Start	330	1,000	2,000	4,000	7,000	10,000	15,000
Warehouse Worker 1	25-Mar-22	15.28	16.59	17.21	17.90	21.26	22.86	24.73	25.97
	25-Mar-23	15.70	17.05	17.68	18.39	21.84	23.49	25.41	26.68
	1-Oct-23	17.39	N/A	18.03	18.76	22.50	24.19	26.17	27.48
	25-Mar-24	17.91	N/A	18.57	19.32	23.18	24.92	26.96	28.31
	25-Mar-25	18.63	N/A	19.32	20.10	24.12	25.93	28.05	29.45