

# MEMORANDUM OF SETTLEMENT

**BETWEEN**



**AND**

**MANITOBA LIQUOR & LOTTERIES**

**DECEMBER 1, 2015**

This document reflects proposed changes to the Collective Agreement only. Any article not specifically referenced is to be incorporated without change.

These proposals are made on a without prejudice basis as to the Union's interpretation of existing Collective Agreement language.

The parties agree to the following terms for the renewal of the Collective Agreement between the parties:

### **HOUSEKEEPING**

Change name from Manitoba Lotteries Corporation to Manitoba Liquor & Lotteries throughout Collective Agreement.

### **ARTICLE 1 - DEFINITIONS**

1.12 “Primary base location” for purposes of representation, Article 9.02 (a), means the location as determined by the Employer to be the employee’s home base for the purposes of corporate directives, Human Resource services, etc. Primary base locations for purposes of clarification are as follows: McPhillips ~~Street~~ Station Casino, Club Regent Casino, Video Lotto (Morris, Brandon), Central Services Facility, Corporate Headquarters (830 Empress Street, 842 Milt Stegall Drive, 983 St. James Street, ~~975~~ **977** St. James Street, **1555 Buffalo Place or any other location where the affairs of the Employer may be conducted**).

### **ARTICLE 4 - UNION SECURITY**

4.08 Upon request of the Union the Employer will provide a list of all employees within this bargaining unit with name, address, phone number, status, classification, **seniority hours**, and hire date. Said request is limited to once every six (6) months.

### **ARTICLE 7 - DURATION**

7.01 This agreement shall be effective from October 1, ~~2014~~ **2015** and shall continue in effect up to and including September 30, ~~2015~~ **2019** and shall remain in force and effect from year to year thereafter unless written notice to negotiate a renewal, or revision and renewal is given by either party ~~as~~ **at** least forty-five (45) days prior to, but not more than one hundred and eighty (180) days, prior to the expiry date hereof. During the period required to negotiate renewal, or revision and renewal of the Agreement, this Agreement shall remain in full force and effect without change.

## **ARTICLE 9 - UNION BUSINESS**

- 9.02 (a) For time spent with Employer representatives during collective bargaining, the Union will be allowed to have no more than one (1) employee present, per ~~primary base location~~ **department/division** (up to a maximum of five [5]), at each bargaining session on a time off with pay basis. Any additional employees, mutually agreed to, shall also be on a leave with pay basis.

## **ARTICLE 11 - JOINT COMMITTEES**

### 11.02 Safety and Health Committee

- (a) The Employer and the Union agree that it is mutually advantageous for representation through Safety and Health Committees.
- (b) The parties agree to the establishment of a Safety and Health Committee at ~~Central Services, Video Lotto Division,~~ **as required by statute** and any additional committees as mutually agreed by the parties. The committees shall meet a minimum of every ninety (90) days or less often if mutually agreeable.
- (c) Each committee shall consist of a minimum of two (2) representatives of Labour **elected by the Union** and two (2) Management representatives.
- (d) **Each committee shall have two (2) co-chairpersons - one (1) chosen by the Employer members on the committee, and the other chosen by the worker members on the committee - who shall alternate in serving as chairperson at meetings of the committee and shall participate in all decisions of the committee.**
- (d e) Minutes of the Committee's meetings shall be posted on the workplace bulletin board.

## **ARTICLE 13 - GRIEVANCE PROCEDURE**

### 13.09

...

#### Discussion - Step 1

...

#### Grievance Hearing - Step 2

**ARTICLE 15 - DISCRIMINATION/HARASSMENT**

- 15.03 Applicable characteristics for the purposes of section 15.02 (b) to (d):
- (a) ancestry, including colour and perceived race;
  - (b) nationality or national origin;**
  - (c) ethnic background or origin;**
  - ~~(b d)~~ religion or creed, or religious belief, religious association, or religious activity;
  - ~~(e e)~~ age;
  - ~~(d f)~~ ~~gender sex~~, including **sex-determined characteristics, such as pregnancy, the possibility of pregnancy, or circumstances related to pregnancy;**
  - (g) gender identity;**
  - ~~(e h)~~ sexual orientation;
  - ~~(f i)~~ marital or family status;
  - ~~(g j)~~ source of income;
  - ~~(h k)~~ political belief, political association, or political activity;
  - ~~(I l)~~ physical or mental disability or related characteristics or circumstances, **including reliance on service animals, a wheelchair, or any remedial appliance or device;**
  - (m) social disadvantage;**
  - (n) any other group stereotype.**
- 15.04 Both parties agree that “*harassment*” is defined as:
- (e) personal harassment, as defined by Workplace Safety and Health Regulations.**

## **ARTICLE 17 - EMPLOYEE FILES**

- 17.03 (g) Employees who are related or who become related (as per the definition of family defined in ~~MLC Policy #HR-2 RECR-012~~ **Manitoba Liquor & Lotteries Policy #HR-009**) must declare these relationships to Human Resources **using the Personal/Family Relationship Disclosure Form available on the intranet** in an effort to proactively address potential conflicts of interest.

## **ARTICLE 23 - VACATION**

23.02 Effective April 1, 2012, employees shall earn vacation leave (hours) as follows:

- (a) An employee who has completed less than two (2) years continuous service, at the conclusion of the vacation year, shall receive vacation leave (hours) at the rate of four percent (4%) of hours paid at the employees regular rate in the concluding vacation year, to a maximum of eighty (80) hours. The vacation leave (hours) is to be taken in the next vacation year.

**Effective April 1, 2016, employees shall earn vacation leave (hours) as follows (and 23.02 [b] will no longer be applicable):**

**An employee who has completed less than five (5) years continuous service, at the conclusion of the vacation year, shall receive vacation leave (hours) at the rate of six percent (6%) of hours paid at the employee's regular rate in the concluding vacation year, to a maximum of one hundred and twenty (120) hours. The vacation leave (hours) is to be taken in the next vacation year.**

- (b) An employee who has completed two (2) or more years continuous service at the conclusion of the vacation year, shall receive vacation leave (hours) at the rate of six percent (6%) of hours paid at the employees regular rate in the concluding vacation year, to a maximum of one hundred and twenty (120) hours. The vacation leave (hours) is to be taken in the next vacation year.

## **ARTICLE 24 - TRANSPORTATION**

24.01 Where an employee is authorized to use his/her privately owned vehicle on the Employer's business, he/she shall be reimbursed ~~as follows:~~ **per the rate(s) as established by the Province of Manitoba (Master Agreement).**

Effective April 1, 2012

For Employees — Resident

South of 53<sup>rd</sup> — North of 53<sup>rd</sup>

- (a) — distance up to 12,000 kilometers per year April 1, 2012 ————— 41.0 cents/km — 45.4 cents/km
- (b) — distance over 12,000 kilometers per year April 1, 2012 ————— 33.3 cents/km — 36.5 cents/km
- (c) — the use of a privately owned motorcycle, shall be reimbursed at the following rates:  
April 1, 2012 ————— 22.2 cents/km — 24.5 cents/km
- (d) — distance is that accumulated in the fiscal year — April 1 to March 31.

~~EFFECTIVE OCTOBER 1, 2012 — Rate/km is subject to rates established by the Province of Manitoba (Master Agreement).~~

~~EFFECTIVE APRIL 1, 2013 — Reference to 12,000 kilometers per year is no longer applicable.~~

~~EFFECTIVE APRIL 1, 2013 — Rate/km is subject to rates established by the Province of Manitoba (Master Agreement).~~

~~EFFECTIVE OCTOBER 1, 2013 — Rate/km is subject to rates established by the Province of Manitoba (Master Agreement).~~

## **ARTICLE 26 - UNIFORMS AND PROTECTIVE CLOTHING**

- 26.06 All employees may wear a CUPE pin. The pin must be approved by the ~~Executive Director~~ **Vice-President, Human Resources, or designate.**

## **ARTICLE 27 - SENIORITY**

- 27.03 The seniority list will be prepared by January 31 each year by the Employer based on service up to and including ~~December 31~~ **the last pay period** of the previous year. The list will be posted at the appropriate work locations in accordance with Article 9.03 and a copy will be forwarded to the Union.

**ARTICLE 32 – SICK LEAVE PLAN**

- 32.01 ~~It is agreed by the parties that those employees who remained in the Sick Leave Option Plan shall continue to accumulate and utilize sick leave as described herein. For those within the Discretionary Leave Time (“DLT”) Program Banked Sick Time will be utilized as per Article 33.07.~~
- 32.02 ~~Sick leave credits shall accumulate at a rate of four (4) hours per eighty (80) regular hours paid.~~
- 32.03 ~~Sick leave credits shall not accumulate beyond six hundred and eighty (680) hours.~~
- 32.04 ~~(a) An employee shall not be eligible for sick leave with pay in excess of the employee’s sick leave credit.~~
- ~~(b) Sick leave shall not accumulate during periods when an employee is absent on sick leave and/or Workers’ Compensation for a period of more than ten (10) consecutive working days.~~
- 32.05 ~~An employee’s sick leave credit shall be reduced by the amount of sick leave paid by the Employer for the absence.~~
- 32.06 ~~An employee no longer in the former Sick Leave Plan and still having “sick leave” banked time available for use will deplete this time prior to using any other form of banked time that may be available to cover his or her illness and for up to fourteen (14) days to cover the waiting period for Short term Disability (“STD”) benefits.~~
- 32.07 ~~The Employer may require the employee to provide an acceptable medical certificate as certified by a duly qualified practitioner and/or chiropractor that the employee was unable to be at work as a result of illness or injury.~~
- 32.08 ~~Where an employee is unable to work and is in receipt of an IRI from Manitoba Public Insurance (“MPI”) 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 IRI benefit, shall ensure the maintenance of net salary consistent as if they were in receipt of regular sick leave. Such additional amount shall be chargeable to the employee’s sick leave credits accrued at the time the employee commenced receipt of the IRI and such additional payment shall be payable until the employee’s accrued sick leave credits have been exhausted.~~
- 32.09 ~~An employee who will be absent for any reason shall call an area as designated by the Employer. This should be done as soon as possible prior to the commencement of the shift but no later than two (2) hours prior to the commencement of the shift.~~

*Renumber remaining articles and any relevant cross-referencing.*

### **ARTICLE 33 - DISCRETIONARY LEAVE TIME**

33.02 Under the DLT Program, full-time employees who have completed their probationary period will receive the following DLT in their DLT bank:

- ~~April 1, 2012 - fifty six (56) hours~~
- ~~April 1, 2013 - fifty six (56) hours~~
- ~~April 1, 2014 - fifty six (56) hours~~
- ~~April 1, 2015 - fifty six (56) hours~~
- **April 1, 2016 - eighty (80) hours (10 days, based on a 5 day workweek)**
- **April 1, 2017 - eighty (80) hours (10 days, based on a 5 day workweek)**
- **April 1, 2018 - eighty (80) hours (10 days, based on a 5 day workweek)**
- **April 1, 2019 - eighty (80) hours (10 days, based on a 5 day workweek)**

33.05 ~~DLT Discretionary Leave Time~~ may be accumulated (banked) to a maximum of ~~two hundred and eighty (280)~~ **four hundred (400) hours (50 days, based on 5-day workweek)**.

### **ARTICLE 34 - COMPASSIONATE LEAVE**

34.06 For the purposes of interpretation, an employee shall only be eligible under 34.03, 34.04 and 34.05, where the employee was scheduled to work. **Compassionate leave as outlined in this article shall be utilized for consecutive shifts, unless otherwise agreed to by the parties.**

### **ARTICLE 38 - PARENTAL LEAVE**

38.01 ~~In order to qualify for parental leave an employee must:~~

- ~~(a) — be the natural mother of a child; or~~
- ~~(b) — be the natural father of a child or he must assume actual care and custody of his newborn child; or~~
- ~~(c) — adopt a child under the law of a province.~~

**An employee who adopts or becomes a parent of a child is entitled to parental leave.**



### ARTICLE 41 - MERIT INCREASE

- 41.02 (a) An employee's anniversary date shall be the date on which the employee commenced full or part-time employment, ~~or as outlined below:~~
- 41.03 The effective date for an employee's merit increase shall be the ~~first day of the biweekly pay period which includes the employee's~~ **actual** anniversary date.

### ARTICLE 45 - STANDBY

- 45.01 Upon ratification of this Agreement an employee who has been designated by the Employer to be available on standby during off duty hours shall be entitled to the following payment:
- (a) For each twenty-four (24) hour period or less of standby on a regular working day the employee will receive ~~twenty dollars (\$20)~~ **twenty-three dollars (\$23)**.
- (b) For each twenty-four (24) hour period or less of standby on a day of rest or on a paid holiday that is not a working day the employee will receive ~~thirty-five dollars (\$35)~~ **thirty-eight dollars (\$38)**.

### ARTICLE 47 - REGISTRATION FEES

- 47.02 The parties recognize that the ~~Gaming Control Commission~~ **LGA** under the ~~*Gaming Control and Consequential Amendments*~~ ***Liquor and Gaming Control Act*** requires that employees of the ~~MLC~~ **Manitoba Liquor & Lotteries** pay a registration fee to the Commission and such fee must be forwarded directly to the Commission by the Corporation.

### ARTICLE 49 - RECRUITMENT AND PROMOTION

- 49.02 The bulletin shall state the closing date for applications, the location of the position, the classification, the duties and responsibilities of the position, the qualifications required and the salary range. The Union will be provided with a copy of all bulletins as they are issued, **and, on request, with a copy of the successful applicant letter. Such requests will not be unreasonably made or denied.**

49.05 Any disputes regarding this article may be grieved at the **Step 2 - Grievance Stage Hearing Procedure**. **If a grievance is submitted, the successful incumbent will be notified that the selection decision is temporary until such time as the outstanding grievance is resolved. The same will apply for any selection decisions that would be affected by the movement of the incumbent as a result of the grievances.**

**ARTICLE 52 - EMPLOYEE HEALTH BENEFITS**

*Article 52.01 to remain in place, until Article 52.02 takes effect.*

**52.02 Provisions of the current Health Plan to remain in effect until the implementation of the new Flexible Benefits Plan, anticipated to be May 1, 2016.**

### Flexible Health and Dental Plan

	<i>Option 1</i>	<i>Option 2</i>	<i>Option 3</i>	<i>Option 4</i>	<i>Option 5</i>
<b>HEALTH</b>					
Travel Health	100%	100%	100%	100%	100%
Ambulance/Hospital	100%	100%	100%	100%	100%
Pay Direct Drug Card	No drug coverage	50%	80%	80%	90%
• Dispensing Fee Cap		-	-	-	\$7
• Deductible		Equal to dispensing fee	-	\$5/claim	
• Annual Maximum		Pharmacare integration	Pharmacare integration	\$800/yr/ contract	Pharmacare integration
Paramedical	No paramedical coverage	50% To combined maximum of \$500/yr			90% To combined maximum of \$500/yr
• Chiropractor			-	80% to \$350/yr	
• Massage Therapy			-	80% to \$350/yr	
• Physiotherapy			80% to \$350/yr	80% to \$350/yr	
• Psychologist			80% to \$350/yr	80% to \$350/yr	
• Other Paramedical*			80% to \$350/yr/ practice	80% to \$350/yr/ practice	
Vision Care	No coverage	50% To combined maximum of \$250/2 yrs (employee only)	80% To combined maximum of \$150/2 yrs	80% To combined maximum of \$325/2 yrs	100% To combined maximum of \$325/2 yrs
• Eye Exams					
• Eyeware					
Private Duty Nurse	No coverage	50% to \$3,000/yr	80% to \$3,000/yr	80% to \$3,000/yr	100% to \$5,000/yr
Hearing Aids (Both Ears Combined)	No coverage	50% to \$500/5 yrs	80% to \$500/5 yrs	80% to \$500/5 yrs	100% to \$700/5 yrs
Foot Orthotics	No coverage	50% to \$350/yr	No coverage	80% to \$200/yr	No coverage
Other	No coverage	50%	80%	80%	90%
<b>DENTAL</b>					
Basic	No coverage	100%	80%	80%	100%
Major		Nil	50%	60%	70%
Basic/Major Maximum		\$1,700/yr	\$1,700/yr	\$1,700/yr	\$1,700/yr
Orthodontic (Child and Adult)		Nil	Nil	50%	50%
Orthodontic Maximum		N/A	N/A	\$1,700/lifetime	\$2,100/lifetime
HEALTH SPENDING ACCOUNT	\$1,750	\$775	No Coverage	\$250	\$425

\*Acupuncture, Athletic Therapy, Audiology, Naturopath, Osteopath, Dietician, Podiatrist, Speech Therapy

**Note:**

- The above plan is 100% Employer paid.
- Both full-time and part-time employees are immediately eligible to participate in the above plans at the same coverage level.
- Full-time term employees and part-time term employees are eligible for coverage after six (6) months of service.
- Casual employees are not eligible to participate in this plan.
- Details on eligibility and coverage for all plans are listed in the benefits pamphlets.

### **Dental Plan**

Provisions of the current Dental Plan to remain in effect until the implementation of the new Flexible Benefits Plan, anticipated to be May 1, 2016.

Upon implementation of the new Flexible Benefits Plan, eligibility requirements and details of the Flexible Health and Dental Plan are as outlined in Article 52 of the Collective Agreement.

### **Vision Care Plan**

Provisions of the current Vision Care Plan to remain in effect until the implementation of the new Flexible Benefits Plan, anticipated to be May 1, 2016.

Upon implementation of the new Flexible Benefits Plan, eligibility requirements and details of the Vision Care Plan are as outlined in Article 52 of the Collective Agreement.

### **Drug Plan**

Provisions of the current Drug Plan to remain in effect until the implementation of the new Flexible Benefits Plan, anticipated to be May 1, 2016.

Upon implementation of the new Flexible Benefits Plan, eligibility requirements and details of the Drug Plan are as outlined in Article 52 of the Collective Agreement.

### **Health Spending Account**

Provisions of the current Health Spending Account Plan to remain in effect until the implementation of the new Flexible Benefits Plan, anticipated to be May 1, 2016.

Upon implementation of the new Flexible Benefits Plan, anticipated to be May 1, 2016, Health Care Spending Account limits are outlined in Article 52 of the Collective Agreement.

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

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

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

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

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

Claims will be paid once per month upon accumulation of fifty dollars (\$50) in expenses.

#### **Ambulance and Hospital Semi-Private Plan**

Provisions of the current Ambulance and Hospital Semi-Private Plan to remain in effect until the implementation of the new Flexible Benefits Plan, anticipated to be May 1, 2016.

Upon implementation of the new Flexible Benefits Plan, eligibility requirements and details of the Ambulance and Hospital Plan are as outlined in Article 52 of the Collective Agreement.

#### **Group Life Insurance Plan**

Provisions of the current Group Life Insurance Plan to remain in effect until the implementation of the new Flexible Benefits Plan, anticipated to be May 1, 2016.

Upon implementation of the new Flexible Benefits Plan, anticipated to be May 1, 2016, eligible full-time and part-time employees will be provided with sufficient flex credits to purchase the same level of coverage they had prior to the implementation of the new Flexible Benefits Plan. Life Insurance options available include 1, 2, 3, 4 or 5 x salary.

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

#### **LTD Plan**

Provisions of the current Long Term Disability Plan (LTD) to remain in effect until the implementation of the new Flexible Benefits Plan, anticipated to be May 1, 2016.

Upon implementation of the new Flexible Benefits Plan, full-time and part-time employees will be eligible for Long Term Disability coverage.

Upon implementation of the new Flexible Benefits Plan, anticipated to be May 1, 2016, eligible full-time and part-time employees will be provided with sufficient flex credits to purchase the same level of coverage they had prior to the implementation of the new Flexible Benefits Plan. Options available include: 2 year plan; 5 year plan; to age 65 plan. Upon claim approval, coverage is seventy percent (70%) of salary to a maximum of six thousand dollars (\$6,000) per month. LTD coverage and payments will cease at the time of eligibility for an unreduced pension.

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

#### **STD Plan**

Provisions of the current Short Term Disability Plan (STD) to remain in effect until the implementation of the new Flexible Benefits Plan, anticipated to be May 1, 2016.

Upon implementation of the new Flexible Benefits Plan, the eligibility requirements will be three (3) months of continuous service.

Upon implementation of the new Flexible Benefits Plan, anticipated to be May 1, 2016, eligible full-time and part-time employees having attained three (3) months of continuous service, upon claim approval, will be covered for eighty percent (80%) of their pre-disability salary for a period of one hundred and eighty (180) days inclusive of the two (2) week waiting period.

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

#### **Critical Illness Coverage**

Provisions of the current Critical Illness Plan to remain in effect until the implementation of the new Flexible Benefits Plan, anticipated to be May 1, 2016.

Upon implementation of the new Flexible Benefits Plan, anticipated to be May 1, 2016, eligible full-time and part-time employees will be provided with sufficient flex credits to purchase the same level of coverage they had prior to the implementation of the new Flexible Benefits Plan. Critical illnesses covered are specified in the insurer's policy. Coverage options include:

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

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

**Blue Net Card**

Provisions of the current Blue Net Card to remain in effect until the implementation of the new Flexible Benefits Plan, anticipated to be May 1, 2016.

Upon implementation of the new Flexible Benefits Plan, anticipated to be May 1, 2016, details of the Blue Net Cards are as outlined in the Flexible Health and Dental chart in Article 52 of the Collective Agreement.

**Optional Employee Paid Plans**

Provisions of the current Optional Employee Paid Plans to remain in effect until the implementation of the new Flexible Benefits Plan, anticipated to be May 1, 2016.

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

**APPENDIX “A” - REMOTENESS ALLOWANCE**

<i>Biweekly Remoteness Allowances</i>
<b>To be updated per the Province of Manitoba (Master Agreement)</b>

**APPENDIX “X” ARTICLE CX: SICK LEAVE**

Delete CX.01, CX.02, CX.03, CX.04, CX.05.

CX.06, CX.07, CX.08 can remain.

*It is noted that the 5 employees listed in this Appendix who currently still accrue sick leave will continue to do so up to and including March 31, 2016. Their sick hours accumulated under the previous sick leave program will then be grandfathered in a separate bank and they will draw down on that bank until such time as it becomes depleted. Relevant language already exists in Article 33: DLT. Effective April 1, 2016, they will receive DLT time as per the Collective Agreement.*

*These five employees will not be eligible to receive the 24 hours of DLT effective upon ratification (because they will continue to accrue sick leave until the end of this fiscal year).*

**SCHEDULE "A" - WAGES****General wage increases:**

<b>October 1, 2015</b>	<b>1% + 1%</b>
<b>October 1, 2016</b>	<b>1% + 1%</b>
<b>October 1, 2017</b>	<b>2%</b>
<b>October 1, 2018</b>	<b>2%</b>

**LOU #1 re Meals and Miscellaneous Expenses**1.02 Commercial Gaming

~~Manitoba Lotteries~~ **The Employer** agrees to continue the current practice of providing a meal allowance to those currently receiving same within Commercial Gaming, **including Lottery Sales**.

However, in continuing this past practice, those individuals receiving this allowance ~~may~~ **will** be required to provide receipts so as to claim the cost of purchased meals up to the maximum amounts outlined in this Collective Agreement.

Future employees working in these departments will be covered by article 1.01 above.

**MEAL EXPENSES - TRAVEL WITHIN THE PROVINCE**

- 2.03 Employees will not be eligible for a meal allowance (per diem) in circumstances where a meal is provided and no cost is therefore incurred by the employee. Employees may opt out of the provided meal and submit a receipt so as to claim the cost of the purchased meal up to the maximum amounts outlined in this Collective Agreement.**

**INCREASES TO RATES**

- 5.01 The rates in Article 2 Meal Expenses - Travel with the Province, Article 3 - Meal Allowances during Overtime Work, and Article 4 - Incidentals Allowance will be determined by the Manitoba Government Master Agreement, with retroactivity, provided eligible employees bring any affected claims forward with appropriate documentation.**



LOU re Committee to Discuss Feasibility of Compressed Workweek Program

The parties agree that during the last year of this Agreement a committee will be formed to meet and discuss the feasibility of a compressed workweek program. This committee will consist of no more than three (3) members representing Management and three (3) members representing the Union.

LOU re Committee to Discuss Overtime

The parties agree that during the life of this Agreement a committee will be formed to meet and discuss overtime. This committee will consist of no more than three (3) members representing Management and three (3) members representing the Union.

LOU #2 re List of Departments/Classifications Requiring Safety Footwear

1. Warehouse Clerks
2. ~~A/V Coordinators~~ **Integrated Systems Technicians (ISTs)**
3. **Other position(s) as determined by Manitoba Liquor & Lotteries Safety and Health (e.g. ITS positions involving warehouse duties). Note: Where appropriate and the need for safety footwear is on a short-term or project basis, a footwear allowance may be provided on a one-time-only basis as deemed necessary. As an alternative, as determined by Manitoba Liquor & Lotteries Safety and Health, toe caps or similar safety footwear may be provided by the Employer.**

LOU #3 re: Lunch Expense for Off-Site Training

~~Upon ratification~~ Employees attending full-day training that occurs at a non-Manitoba **Liquor & Lotteries** property where lunch is not provided will be eligible for a lunch per diem as determined by the Employer.

LOU #4 re Weekly Hours of Work Option

Management is prepared to allow individuals within this bargaining unit the option of continuing to work a forty (40) hour workweek or begin working a thirty-six and three-quarters (36.75) hour workweek, with the following terms and conditions:

- **This selection will occur on a one-time only basis for full-time and part-time employees in this bargaining unit. ITS employees will be offered the option effective the first day of the pay period in which April 1, 2016 falls. All other employees will be offered the option effective the first day of the pay period in which April 1, 2017 falls;**

- To confirm, as per Article 6.01, employees will be paid their current hourly rate for all hours worked in their classification, based on the workweek they select (i.e. employees who select the 36.75 hour workweek will be paid for 36.75 hours and employees who select a 40 hour workweek will be paid for 40 hours);
- Employees' benefits coverage amount will be reflective of the hours of work they select;
- Operational requirements, as determined by Management, must be met in order for employees within a classification to be eligible to select an adjusted workweek;
- Overtime will be considered for only those hours worked that exceed both the employee's regularly scheduled shift hours and eight (8) hours per day and/or eighty (80) hours biweekly, as is the case today per Article 29.02. This provision is not intended to result in 36.75-hour employees' working more than their selected hours of work;
- Employees already in this bargaining unit who are successful for another position within this bargaining unit will maintain their existing hours of work, unless otherwise determined by Management due to operational requirements;
- New employees (from outside the organization or from another bargaining unit) will have a one-time only ability to select a 36.75 hour workweek or maintain a 40 hour workweek. Again, operational requirements, as determined by Management, must first be considered;
- Employees who are temporarily assigned to another position without the bargaining unit (i.e. temporary assignments, dual, secondment, etc.) will maintain their existing hours of work, unless otherwise determined by Management due to operational requirements.

The following language in the Collective Agreement should be considered or may be impacted by the hours of work option:

- Article 1 - Definitions
- Article 23 - Vacation
- Article 27 - Seniority
- Article 28 - Hours of Work
- Article 29 - Overtime
- Article 30 - Overtime and Compensatory Leave
- Article 32 - Sick Leave Plan
- Article 33 - Discretionary Leave Time
- Article 42 - Prorating Factor
- Article 43 - Casual Employees
- Appendix "X"
- LOU re Dual Rate Status
- Any other language that currently reflects/refers specifically to a 40-hour workweek.

This provision for modifying hours of work will be reviewed by the parties no later than August 31, 2019.

**LOU #5 re Compensation Structure**

The parties agree to establish a joint committee no later than March 2016 for the purpose of discussing the Employer's plans for a new compensation structure, relevant changes to programs and systems and potential impacts on any current language in the Collective Agreement that may be relevant to be reviewed.

The Union shall identify a Committee member from each of the following areas:

- Corporate Headquarters
- Central Services
- ITS
- Casinos
- As well as the CUPE National Representative
- Additional members as agreed to by the parties

The Employer is responsible for payment of wages for the employees of Manitoba Liquor and Lotteries. It is understood that the Committee has no authority to negotiate or implement any changes to the Collective Agreement.

Any changes that impact the terms of the Collective Agreement shall be made only upon agreement by the parties, and will be outlined in a separate MOA. Such changes must be presented to CUPE Local 5021 and are subject to approval of the CUPE membership.

A progress report will be circulated to employees by no later than October 1, 2016.

**LOU #6 re Green Circling**

Where it has been determined that the rate of pay of an employee is higher than the rate of pay for the reclassified position, that employee will be treated as follows:

- (a) All employees on the date that the new rate of pay is implemented will continue to be paid their current rate of pay and will continue to receive increment increases and negotiated general wage increases while remaining in their current classification.
- (b) Upon reaching their anniversary date, eligible employees will be placed on the increment step on the new wage scale nearest their current rate of pay that represents an increase in hourly wages. This process shall also apply to employees currently covered by a "Red Circling" agreement.
- (c) Where the new rates of pay have been established, the new rate of pay will be introduced for new incumbents.

- (d) **Green Circling will only be applicable to existing employees in circumstances relevant to integration (i.e. common positions) and where the introduction of the new job evaluation tool results in a position that is unchanged being evaluated at a lower rate/band.**

**LOU #7 re ITS Architect and Payroll Administrator**

**The parties agree to meet by no later than January 31, 2016 to discuss the Employer's proposal to place ITS Architect and Payroll Administrator out of scope of the bargaining unit. Such discussion will take place prior to any action to place the positions out of scope.**

**LOU #8 re Warehouse Duties**

**The parties agree to meet by no later than March 31, 2016 to discuss the driving duties assigned to the Warehouse Clerks, and what, if any, solutions may exist to try and address concerns/issues.**

**LOU #9 re 24 Hours Discretionary Leave Time (DLT)**

**Effective upon ratification, and on a one time only basis, full-time employees in this bargaining unit will receive an additional twenty-four (24) hours of DLT in their bank. This amount will be prorated for part-time employees.**

**LOU #10 re Waiving 24 Hour Balance Requirement when Cashing Out DLT**

**Effective April 1, 2016, Manitoba Liquor & Lotteries is prepared on a trial basis to waive the requirement that employees retain at least twenty-four (24) hours of DLT in their bank when they request to have up to forty (40) hours cashed out (per Article 33.06). The maximum DLT cash out will continue to be forty (40) hours per fiscal year.**

**The waiving of this requirement will be on a trial basis only, and Management may need to reinstate this requirement without Union agreement if any issues arise. The Union will be notified if/when that occurs.**

**LOU #11 re Article 31.04 (a) Christmas Eve**

**Management will endeavour to make arrangements for those employees in this bargaining unit who are eligible to cease work at one o'clock in the afternoon on December 24 (i.e. employees whose primary work location is not a Casino, per Article 31.01(b)) to begin work at a time that represents approximately a half day, taking into account paid and unpaid breaks that would continue to apply.**

To clarify, this Memorandum is intended to try and address employees who otherwise have an earlier scheduled start time.

**LOU #12 re Utilization of Casual Employees**

The parties agree to meet and discuss circumstances in which Management is currently or anticipates utilizing a casual employee for a period in excess of six hundred and forty (640) hours.

A discussion regarding any current circumstances whereby a casual employee has been/will be utilized for more than six hundred and forty (640) hours will take place within three (3) months of the date of ratification of this Agreement, and shall consist of no more than three (3) members representing Management and three (3) members representing the Union, unless otherwise agreed to by the parties. The parties will discuss reasons for the utilization of the casual employee(s), anticipated duration of the assignment(s), and what other suitable alternatives may exist, if any.

**LOU re Dual Rate Status**

*Renew*

**LOU re Retiree Health Spending Account**

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

Signed this \_\_\_\_\_ day of \_\_\_\_\_, 2016.

FOR THE UNION

FOR THE EMPLOYER

ORIGINAL SIGNED JAN. 11/16

ORIGINAL SIGNED JAN. 11/16

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